Rate Schedule FTS-1	Form of Service Agreement Including NNTS Addendum
Rate Schedule FTS-2	Form of Service Agreement
Rate Schedule FTS-3	Form of Service Agreement
Rate Schedule SFTS	Form of Service Agreement Including NNTS Addendum
Rate Schedule FTS-WD	Form of Service Agreement
Rate Schedule FTS-WD-2	Form of Service Agreement
Rate Schedule ITS-1	Form of Service Agreement
Rate Schedule ITS-WD	Form of Service Agreement
Rate Schedule PNR	Form of Service Agreement
Rate Schedule IPS	Form of Service Agreement

Filed: October 1, 2018 Effective: December 18, 2018

Rate Schedule FTS-1	Form of Service Agreement Including NNTS Addendum
Rate Schedule FTS-2	Form of Service Agreement
Rate Schedule FTS-3	Form of Service Agreement
Rate Schedule SFTS	Form of Service Agreement Including NNTS Addendum
Rate Schedule FTS-WD	Form of Service Agreement
Rate Schedule ITS-1	Form of Service Agreement
Rate Schedule ITS-WD	Form of Service Agreement
Rate Schedule PNR	Form of Service Agreement
Rate Schedule IPS	Form of Service Agreement

Filed: March 1, 2011 Effective: April 1, 2011

Rate Schedule FTS-1	Form of Service Agreement Including NNTS Addendum
Rate Schedule FTS-2	Form of Service Agreement
Rate Schedule SFTS	Form of Service Agreement Including NNTS Addendum
Rate Schedule FTS-WD	Form of Service Agreement
Rate Schedule ITS-1	Form of Service Agreement
Rate Schedule ITS-WD	Form of Service Agreement
Rate Schedule PNR	Form of Service Agreement
Rate Schedule IPS	Form of Service Agreement

Filed: September 29, 2010 Effective: July 30, 2010

Rate Schedule FTS-1	Form of Service Agreement Including NNTS Addendum
Rate Schedule FTS-2	Form of Service Agreement
Rate Schedule SFTS	Form of Service Agreement Including NNTS Addendum
Rate Schedule NNTS	Form of Service Agreement
Rate Schedule FTS-WD	Form of Service Agreement
Rate Schedule ITS-1	Form of Service Agreement
Rate Schedule ITS-WD	Form of Service Agreement
Rate Schedule PNR	Form of Service Agreement
Rate Schedule IPS	Form of Service Agreement

Filed: July 30, 2010 Effective: July 30, 2010

1.1

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 6.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

# [FORM OF] SERVICE AGREEMENT Firm Transportation Service - Market Area Rate Schedule FTS-1

Page 1 of 10

with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2

hereof or in compliance with any final FERC order affecting such rate schedule.

The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed

Filed: January 20, 2016 Effective: February 1, 2016

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 6.0.0

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-1), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

# ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement.

# ARTICLE IV Payment and Rights in the Event of Non-Payment

- 4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.
- 4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the 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.

Page 2 of 10

Filed: January 20, 2016

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 6.0.0

#### ARTICLE V Rights to Amend Rates and Terms and Conditions of Service

- 5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.
- 5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1, (b) Rate Schedule FTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

#### ARTICLE VI Term of Agreement and Commencement of Service

6	.1 This Agreeme	nt shall become effective	and shall continue in
effect		[include end date of primary term ar	nd any applicable rollover or Right of
First Refu	sal details].		

- 6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.
  - 6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.

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

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff.

Page 3 of 10

Filed: January 20, 2016 Effective: February 1, 2016

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 6.0.0

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery Point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

#### ARTICLE VIII Notices

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

Shipper:	
	Attention:
	Telephone No
	Fax No.

#### ARTICLE IX Construction of Facilities

Page 4 of 10

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.

Filed: January 20, 2016

#### ARTICLE X Regulatory Authorizations and Approvals

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

10.1 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-1 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

#### ARTICLE XI Pressure

- 11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.
- 11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

#### ARTICLE XII Other Provisions

#### ARTICLE XIII Miscellaneous

- 13.1 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.
- 13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.
- 13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.
- 13.4 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.

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Filed: January 20, 2016 Effective: February 1, 2016

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 6.0.0

# ARTICLE XIV Superseding Prior Service Agreements

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

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

	TRANSPORTER		SHIPPER
FLORID	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

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Part VII Form of Service Agreements Rate Schedule FTS-1 Version 6.0.0

EXHIBIT A
ТО
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
<i></i>
Contract No
Amendment No
Effective Date of this Exhibit A:

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

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.)

Filed: January 20, 2016

Effective: February 1, 2016

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 6.0.0

EXHIBIT B
ТО
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No
Amendment No
Effective Date of this Exhibit B:

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

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Effective: February 1, 2016

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 6.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

	EXI	HIBIT C	
		TO	
	RATE SCHEDULE FTS		GREEMENT
		TWEEN	ADANIV II C
	FLORIDA GAS TRANS		MPANY, LLC
	<i>'</i>	AND	
	D	ATED	<del></del>
	Contract No	, )	<del></del>
		t No	
	Effective Date of this Ex	xhibit C:	
-	arties hereby agree that Exhibit A and/or B are B are attached hereto.	re revised as	described below and revised Exhibit A
[Mark	the applicable section(s) below for each ame	endment nun	nber.]
	Realignment of Points [summarize the changes to points]		
	Contract Extension		
	Contract Quantity [summarize the changes to MDQ/MDTQ]		
	Administrative Contract Consolidation [list each service agreement number with a rights]	associated M	DTQ, termination date and extension
	TRANSPORTER		SHIPPER
FLORI	DA GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
	(i lease type of print name)		(i lease type of print name)
Title	<del></del>	Title	
Date		Date	

Page 9 of 10

Filed: January 20, 2016 Effective: February 1, 2016

forth below:

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 6.0.0

ADDENDUM
ТО
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No.
Contract No
Effective Date of this Addendum:
No Notice Quantity (NNQ)
During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

NNQ

(MMBtu)

October November December January February March

Period

April May June

July August

September

Filed: January 20, 2016 Effective: February 1, 2016

1.1

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 4.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

#### [FORM OF ]SERVICE AGREEMENT Firm Transportation Service - Market Area Rate Schedule FTS-1

Contract No	
THIS AGREEMENT entered into this day of Florida Gas Transmission Company, LLC, a limited liability company called "Transporter"), and (herein	of the State of Delaware (herein
[or, alternatively, omit the above paragraph and, when applicable, Schedule FTS-1, insert the following paragraph:	pursuant to Section 1(f) of Rate
THIS AGREEMENT entered into this day of Gas Transmission Company, LLC, a limited liability company of the s "Transporter") and ("Principals	State of Delaware (herein called
collectively referred to as "Shipper," which Principals meet the req Rate Schedule FTS-1 which is incorporated herein by reference,]	
WITNESSETH	
[Insert applicable WHEREAS clauses for background and informatic consideration]	onal purposes not to include binding
NOW THEREFORE, in consideration of the premises and of agreements herein contained, the sufficiency of which is hereby ac do covenant and agree as follows:	
ARTICLE I Definitions	
In addition to the definitions incorporated herein through the following terms when used herein shall have the meanings set	· · · · · · · · · · · · · · · · · · ·

Page 1 of 10

with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2

hereof or in compliance with any final FERC order affecting such rate schedule.

The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 4.0.0

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-1), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

### ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement.

# ARTICLE IV Payment and Rights in the Event of Non-Payment

- 4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.
- 4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the 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.

Page 2 of 10

Filed: September 19, 2014

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 4.0.0

#### ARTICLE V Rights to Amend Rates and Terms and Conditions of Service

- 5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.
- 5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1, (b) Rate Schedule FTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

### ARTICLE VI Term of Agreement and Commencement of Service

(	6.1 This Agreem	ent shall become effective	and shall continue in
effect		_ [include end date of primary term a	nd any applicable rollover or Right of
First Ref	usal details].		

- 6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.
  - 6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.
- 6.4 Shippers that extend their FTS-1 Service Agreement after the effective date of this tariff section for ten (10) years or more ("Extension Period") at least five (5) years in advance of the end of the term of their service agreement, may terminate such agreement on 360 days prior written notice to Transporter if at any time during the Extension Period (i) Transporter's FTS-1 rates are rolled-in with the rates for service under Transporter's Rate Schedule FTS-2, or (ii) Transporter places into effect rates under Rate Schedule FTS-1 that reflect a change in the methodology of allocating operating and maintenance costs between FTS-1 and FTS-2 service, which change results in an allocation of costs to FTS-1 service in excess of those that were allocated to FTS-1 service in the Settlement approved in Docket No. RP96-366. Shipper shall not have a right to terminate if the change referred to in (ii) above is proposed by Shipper or supported by Shipper. Silence by Shipper will not be deemed support.

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Part VII Form of Service Agreements Rate Schedule FTS-1 Version 4.0.0

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

- 7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff.
- 7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery Point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

#### ARTICLE VIII Notices

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

Page 4 of 10

Shipper:		
	Attention:	
	Telephone No	
	Fax No.	

Filed: September 19, 2014

#### ARTICLE IX Construction of Facilities

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

### ARTICLE X Regulatory Authorizations and Approvals

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

10.1 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-1 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

#### ARTICLE XI Pressure

- 11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.
- 11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

#### ARTICLE XII Other Provisions

#### ARTICLE XIII Miscellaneous

- 13.1 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.
- 13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

Page 5 of 10

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 4.0.0

- 13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.
- 13.4 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 XIV Superseding Prior Service Agreements

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

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

TRANSPORTER		SHIPPER		
FLORID	A GAS TRANSMISSION COMPANY, LLC			-
Ву		Ву		_
	(Please type or print name)		(Please type or print name)	-
Title		Title		-
Date		Date		

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 4.0.0

EXHIBIT A		
ТО		
RATE SCHEDULE FTS-1 SERVICE AGREEMENT		
BETWEEN		
FLORIDA GAS TRANSMISSION COMPANY, LLC		
AND		
DATED		
Contract No		
Amendment No		
Fffective Date of this Exhibit Δ·		

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

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.)

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 4.0.0

EXHIBIT B
ТО
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No
Amendment No
Effective Date of this Exhibit R

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

	EXI	HIBIT C	
	DATE COUEDING FTC	TO	CDEENAENT
	RATE SCHEDULE FTS	-1 SERVICE A	GREEMENI
	FLORIDA GAS TRANS		MPANY IIC
		AND	VIII 7 (1 V I), LLC
	D	ATED	
	Contract No.		
		t No	
	Effective Date of this Ex		
-	arties hereby agree that Exhibit A and/or B and are attached hereto.	re revised as	described below and revised Exhibit A
[Mark	the applicable section(s) below for each amo	endment nun	nber.]
	Realignment of Points [summarize the changes to points]		
	_ Contract Extension		
	Contract Quantity [summarize the changes to MDQ/MDTQ]		
	Administrative Contract Consolidation [list each service agreement number with a rights]	associated M	DTQ, termination date and extension
	TRANSPORTER		SHIPPER
FLORI	DA GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

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June July August September Part VII Form of Service Agreements Rate Schedule FTS-1 Version 4.0.0

set

		ADDENDUM	
		ТО	
	RATE SCH	EDULE FTS-1 SERVICE AGREEMENT	
		BETWEEN	
	FLORIDA (	AS TRANSMISSION COMPANY, LLC	
		AND	
		DATED	
		ontract No	
	Effective Date	of this Addendum:	
No Notice Quantity (	NNQ)		
During each of forth below:	day of each month	ndicated below, the NNQ applicable hereunder shall be	e as
iortii below.		NNQ	
	Period	(MMBtu)	
	renou	(WINDEA)	
	October		
	November		
	December		
	January		
	February		
	March		
	April		
	May		

1.1

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 3.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

# [FORM OF ]SERVICE AGREEMENT Firm Transportation Service - Market Area Rate Schedule FTS-1

Contract No	
THIS AGREEMENT entered into this day of,	of Delaware (herein
[or, alternatively, omit the above paragraph and, when applicable, pursuant to Schedule FTS-1, insert the following paragraph:	ection 1(f) of Rate
THIS AGREEMENT entered into this day of,, Gas Transmission Company, LLC, a limited liability company of the State of Delaw "Transporter") and, as agent, for ("Principals"), hereinafte	vare (herein called r
collectively referred to as "Shipper," which Principals meet the requirements set Rate Schedule FTS-1 which is incorporated herein by reference,]	forth in Section 1(f) of
WITNESSETH	
[Insert applicable WHEREAS clauses for background and informational purposes consideration]	not to include binding
NOW THEREFORE, in consideration of the premises and of the mutual coagreements herein contained, the sufficiency of which is hereby acknowledged, do covenant and agree as follows:	
ARTICLE I Definitions	
In addition to the definitions incorporated herein through Transporter's the following terms when used herein shall have the meanings set forth below:	Rate Schedule FTS-1,

Page 1 of 10

with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2

hereof or in compliance with any final FERC order affecting such rate schedule.

The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 3.0.0

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-1), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

# ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement.

# ARTICLE IV Payment and Rights in the Event of Non-Payment

- 4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.
- 4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the 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.

Page 2 of 10

Filed: June 3, 2011

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 3.0.0

#### ARTICLE V Rights to Amend Rates and Terms and Conditions of Service

- 5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.
- 5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1, (b) Rate Schedule FTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

#### ARTICLE VI Term of Agreement and Commencement of Service

6.	1 This Agreeme	nt shall become effective	and shall continue in
effect		[include end date of primary term a	nd any applicable rollover or Right of
First Refus	al details].		

- 6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.
  - 6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.
- 6.4 Shippers that extend their FTS-1 Service Agreement after the effective date of this tariff section for ten (10) years or more ("Extension Period") at least five (5) years in advance of the end of the term of their service agreement, may terminate such agreement on 360 days prior written notice to Transporter if at any time during the Extension Period (i) Transporter's FTS-1 rates are rolled-in with the rates for service under Transporter's Rate Schedule FTS-2, or (ii) Transporter places into effect rates under Rate Schedule FTS-1 that reflect a change in the methodology of allocating operating and maintenance costs between FTS-1 and FTS-2 service, which change results in an allocation of costs to FTS-1 service in excess of those that were allocated to FTS-1 service in the Settlement approved in Docket No. RP96-366. Shipper shall not have a right to terminate if the change referred to in (ii) above is proposed by Shipper or supported by Shipper. Silence by Shipper will not be deemed support.

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 3.0.0

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

- 7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff.
- 7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery Point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

#### ARTICLE VIII Notices

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

Shipper:	
	Attention:
	Telephone No.
	Fax No.

Page 4 of 10

#### ARTICLE IX Construction of Facilities

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

### ARTICLE X Regulatory Authorizations and Approvals

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

10.1 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-1 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

#### ARTICLE XI Pressure

- 11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.
- 11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

#### ARTICLE XII Other Provisions

#### ARTICLE XIII Miscellaneous

- 13.1 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.
- 13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

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Part VII Form of Service Agreements Rate Schedule FTS-1 Version 3.0.0

- 13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.
- 13.4 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 XIV Superseding Prior Service Agreements

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

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

TRANSPORTER		SHIPPER	
FLORID	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 3.0.0

EXHIBIT A			
ТО			
RATE SCHEDULE FTS-1 SERVICE AGREEMENT			
BETWEEN			
FLORIDA GAS TRANSMISSION COMPANY, LLC			
AND			
DATED			
Contract No			
Amendment No			
Effective Date of this Exhibit A			

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

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.)

Filed: June 3, 2011 Effective: August 18, 2011

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Part VII Form of Service Agreements Rate Schedule FTS-1 Version 3.0.0

EXHIBIT B
ТО
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No
Amendment No
Effective Date of this Exhibit B:

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

**EXHIBIT C** 

		TO	
	RATE SCHEDUL	E FTS-1 SERVICE AC	GREEMENT
		BETWEEN	
	FLORIDA GAS TI	RANSMISSION CON	1PANY, LLC
		AND	
		DATED	
		DATED ,	
		ict No	
		dment No	
	Effective Date of t	this Exhibit C:	
	arties hereby agree that Exhibit A and/o r B are attached hereto.	or B are revised as o	lescribed below and revised Exhibit A
[Mark	the applicable section(s) below for each	h amendment num	ber.]
			•
	Realignment of Points [summarize the changes to points]		
	Contract Quantity		
	[summarize the changes to MDQ/MD	TQ]	
	Administrative Contract Consolidation	า	
	[list each service agreement number rights]		OTQ, termination date and extension
	TRANSPORTER		SHIPPER
FLORII	DA GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

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Part VII Form of Service Agreements Rate Schedule FTS-1 Version 3.0.0

ADDENDUM
ТО
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No
Effective Date of this Addendum:

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

Period NNQ (MMBtu)

October November December January February March April May June July August September

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Part VII Form of Service Agreements Rate Schedule FTS-1 Version 2.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

# [FORM OF ]SERVICE AGREEMENT Firm Transportation Service - Market Area Rate Schedule FTS-1

Contract No
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(f) of Rate Schedule FTS-1, insert the following paragraph:
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(f) of Rate Schedule FTS-1 which is incorporated herein by reference,]
WITNESSETH
[Insert applicable WHEREAS clauses for background and informational purposes not to include binding consideration]
NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:
ARTICLE I Definitions
In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

Page 1 of 10

with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2

hereof or in compliance with any final FERC order affecting such rate schedule.

The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed

Filed: April 20, 2011 Effective: May 21, 2011

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 2.0.0

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-1), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

# ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement.

# ARTICLE IV Payment and Rights in the Event of Non-Payment

- 4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.
- 4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the 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.

Page 2 of 10

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Filed: April 20, 2011

Effective: May 21, 2011

### ARTICLE V Rights to Amend Rates and Terms and Conditions of Service

- 5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.
- 5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1, (b) Rate Schedule FTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

### ARTICLE VI Term of Agreement and Commencement of Service

6.	.1 This Agreeme	nt shall become effective	and shall continue in
effect		[include end date of primary term as	nd any applicable rollover or Right of
First Refu	sal details].		

- 6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.
  - 6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.
- 6.4 Shippers that extend their FTS-1 Service Agreement after the effective date of this tariff section for ten (10) years or more ("Extension Period") at least five (5) years in advance of the end of the term of their service agreement, may terminate such agreement on 360 days prior written notice to Transporter if at any time during the Extension Period (i) Transporter's FTS-1 rates are rolled-in with the rates for service under Transporter's Rate Schedule FTS-2, or (ii) Transporter places into effect rates under Rate Schedule FTS-1 that reflect a change in the methodology of allocating operating and maintenance costs between FTS-1 and FTS-2 service, which change results in an allocation of costs to FTS-1 service in excess of those that were allocated to FTS-1 service in the Settlement approved in Docket No. RP96-366. Shipper shall not have a right to terminate if the change referred to in (ii) above is proposed by Shipper or supported by Shipper. Silence by Shipper will not be deemed support.

Page 3 of 10

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 2.0.0

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

- 7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-1 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff.
- 7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-1 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery Point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

### ARTICLE VIII Notices

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

Shipper:	
	Attention:
	Telephone No
	Fax No.

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#### ARTICLE IX Construction of Facilities

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

## ARTICLE X Regulatory Authorizations and Approvals

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

10.1 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-1 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

#### ARTICLE XI Pressure

- 11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.
- 11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

### ARTICLE XII Other Provisions

### ARTICLE XIII Miscellaneous

- 13.1 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.
- 13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

Page 5 of 10

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 2.0.0

- 13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.
- 13.4 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 XIV Superseding Prior Service Agreements

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

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

TRANSPORTER		SHIPPER	
FLORID	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 2.0.0

EXHIBIT A				
ТО				
RATE SCHEDULE FTS-1 SERVICE AGREEMENT				
BETWEEN				
FLORIDA GAS TRANSMISSION COMPANY, LLC				
AND				
DATED				
Contract No				
Amendment No				
Effective Date of this Exhibit A:				

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

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.)

Filed: April 20, 2011

Effective: May 21, 2011

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 2.0.0

EXHIBIT B				
ТО				
RATE SCHEDULE FTS-1 SERVICE AGREEMENT				
BETWEEN				
FLORIDA GAS TRANSMISSION COMPANY, LLC				
AND				
DATED				
Contract No				
Amendment No				
Effective Date of this Exhibit B:				

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

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(Quantities are exclusive of Fuel Reimbursement.)

Filed: April 20, 2011

Effective: May 21, 2011

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

**EXHIBIT C** 

		TO	
	RATE SCHEDUL	E FTS-1 SERVICE AC	GREEMENT
		BETWEEN	
	FLORIDA GAS TI	RANSMISSION CON	ΛΡΑΝΥ, LLC
		AND	
		DATED	
			<u></u>
		act No.	
		dment No	
	Effective Date of t	this Exhibit C:	
	arties hereby agree that Exhibit A and/or B are attached hereto.	or B are revised as o	described below and revised Exhibit A
[Mark	the applicable section(s) below for each	h amendment num	ber.]
	Poolignment of Points		
	Realignment of Points [summarize the changes to points]		
	Contract Quantity		
	[summarize the changes to MDQ/MD	PTQ]	
	Administrative Contract Consolidation	n	
	[list each service agreement number rights]	with associated MI	OTQ, termination date and extension
	TRANSPORTER		SHIPPER
FLORII	DA GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

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Part VII Form of Service Agreements Rate Schedule FTS-1 Version 2.0.0

ADDENDUM				
ТО				
RATE SCHEDULE FTS-1 SERVICE AGREEMENT				
BETWEEN				
FLORIDA GAS TRANSMISSION COMPANY, LLC				
AND				
DATED				
Contract No				
Effective Date of this Addendum:				

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

Period NNQ (MMBtu)

October November December January February March April May June July August September

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# FORM OF SERVICE AGREEMENT Firm Transportation Service - Market Area FTS-1

THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
[or, when applicable, THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability
company of the State of Delaware (herein called "Transporter") and, as agent,
for ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(f) of Rate Schedule FTS-1 which is incorporated herein by reference.]
WITNESSETH
WHEREAS, Shipper is interested in obtaining firm transportation service from Transporter and Transporter is willing to provide firm transportation service to Shipper; and
WHEREAS,
; and
WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.
NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:
ARTICLE I Definitions
In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1,

The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed

Filed: March 1, 2011 Effective: April 1, 2011

Page 1 of 10

with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2

the following terms when used herein shall have the meanings set forth below:

hereof or in compliance with any final FERC order affecting such rate schedule.

1.1

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 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-1), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

## ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement.

## ARTICLE IV Payment and Rights in the Event of Non-Payment

- 4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.
- 4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the 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.

Page 2 of 10

## ARTICLE V Rights to Amend Rates and Terms and Conditions of Service

- 5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.
- 5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1, (b) Rate Schedule FTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

### ARTICLE VI Term of Agreement and Commencement of Service

6.1	The primary term of this	Agreement shall commence on	and shall
continue in effe	ct	(include end date of primary term and any applicable	rollover
or Right of First	Refusal details).		

- 6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.
  - 6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.
- 6.4 Shippers that extend their FTS-1 Service Agreement after the effective date of this tariff section for ten (10) years or more ("Extension Period") at least five (5) years in advance of the end of the term of their service agreement, may terminate such agreement on 360 days prior written notice to Transporter if at any time during the Extension Period (i) Transporter's FTS-1 rates are rolled-in with the rates for service under Transporter's Rate Schedule FTS-2, or (ii) Transporter places into effect rates under Rate Schedule FTS-1 that reflect a change in the methodology of allocating operating and maintenance costs between FTS-1 and FTS-2 service, which change results in an allocation of costs to FTS-1 service in excess of those that were allocated to FTS-1 service in the Settlement approved in Docket No. RP96-366. Shipper shall not have a right to terminate if the change referred to in (ii) above is proposed by Shipper or supported by Shipper. Silence by Shipper will not be deemed support.

Page 3 of 10

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

- 7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-1 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff.
- 7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-1 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery Point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

### ARTICLE VIII Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

#### **ADMINISTRATIVE MATTERS**

Transporter:	Florida Gas Transmission Company, LLC P. O. Box 4967
	Houston, Texas 77210-4967
	Attention: FGT Marketing Administration Department
Shipper:	

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Part VII Form of Service Agreements Rate Schedule FTS-1 Version 1.0.0

Effective: April 1, 2011

Attention:	

#### PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC

NationsBank ABA No. 111000012

Account No. 3750354511

Dallas, Texas

ARTICLE IX Facilities

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

## ARTICLE X Regulatory Authorizations and Approvals

10.1 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-1 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

#### ARTICLE XI Pressure

- 11.1 he quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.
- 11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

Filed: March 1, 2011

### ARTICLE XIII Miscellaneous

- 13.1 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.
- 13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.
- 13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.
- 13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

## ARTICLE XIV Superseding Prior Service Agreements

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

Part VII Form of Service Agreements Rate Schedule FTS-1 Version 1.0.0

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

TRANSPORTER		SHIPPER	
FLORID	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

Filed: March 1, 2011

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Effective: April 1, 2011

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TO

#### FIRM GAS TRANSPORTATION AGREEMENT

**BETWEEN** 

FLORIDA GAS TRANSMISSION COMPANY, LLC

DATED

(Transporter and Shipper may use the following format or a different format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range. MDQ shall be exclusive of Fuel Reimbursement.)

Point(s) of Receipt

October November-March
Maximum Daily Maximum Daily
Quantity Quantity
Description of (excluding fuel) (excluding fuel)
Point of Receipt (MMBtu) (MMBtu)

April May-September
Maximum Daily
Quantity
(excluding fuel)
(MMBtu) Maximum Daily
Quantity
(excluding fuel)
(mMBtu)

Date of this Exhibit A:

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TO

#### FIRM GAS TRANSPORTATION AGREEMENT

FIRIVI G	AS TRANSPORTATION	TAGREEMENT	
	BETWEEN		
FLORIDA	GAS TRANSMISSION	COMPANY, LLC	
	AND		
	DATED		
(Transporter and Shipper may use the of Points of Delivery and associated Marange as well as maximum hourly quar delivery pressure.)	aximum Daily Quantit	y (MDQ) by season, month and/o	r date
Point(s) of Delivery			
Description of Point of Delivery	October Maximum Daily Quantity (MMBtu)	November-March Maximum Daily Quantity (MMBtu)	
Total MDTQ:			
	April Maximum Daily Quantity (MMBtu)	May-September Maximum Daily Quantity (MMBtu)	
Total MDTQ:			
Date of this Exhibit B:			

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Part VII Form of Service Agreements Rate Schedule FTS-1 Version 1.0.0

FIRM G	ADDENDUM TO GAS TRANSPORTATION AGREEMENT BETWEEN
FLORIDA	GAS TRANSMISSION COMPANY, LLC
	AND
	DATED
No Notice Quantity (NNQ)	
During each day of each month forth below:	h indicated below, the NNQ applicable hereunder shall be as set
Total Below.	NNQ
Period	(MMBtu)
October	
November	
December	
January	
February	
March	
April	
May June	
July	
August	
September	
22,23	

Page 10 of 10

Dated: \_\_\_\_\_

Filed: March 1, 2011

#### FORM OF SERVICE AGREEMENT Firm Transportation Service - Market Area FTS-1

THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
[or, when applicable, THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(f) of Rate Schedule FTS-1 which is incorporated herein by reference.]
WITNESSETH
WHEREAS, Shipper is interested in obtaining firm transportation service from Transporter and Transporter is willing to provide firm transportation service to Shipper; and
WHEREAS,
; and
WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.
NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:
ARTICLE I Definitions
In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:
1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

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

## ARTICLE II Quantity

- 2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. 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 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-1), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

## ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement.

## ARTICLE IV Payment and Rights in the Event of Non-Payment

- 4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.
- 4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the 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.

Page 2 of 10

## ARTICLE V Rights to Amend Rates and Terms and Conditions of Service

- 5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.
- 5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1, (b) Rate Schedule FTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

## ARTICLE VI Term of Agreement and Commencement of Service

6.1	The primary term of this Agreement shall commence on	and shal
continue in effe	ct	

- 6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.
  - 6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.
- 6.4 Shippers that extend their FTS-1 Service Agreement after the effective date of this tariff section for ten (10) years or more ("Extension Period") at least five (5) years in advance of the end of the term of their service agreement, may terminate such agreement on 360 days prior written notice to Transporter if at any time during the Extension Period (i) Transporter's FTS-1 rates are rolled-in with the rates for service under Transporter's Rate Schedule FTS-2, or (ii) Transporter places into effect rates under Rate Schedule FTS-1 that reflect a change in the methodology of allocating operating and maintenance costs between FTS-1 and FTS-2 service, which change results in an allocation of costs to FTS-1 service in excess of those that were allocated to FTS-1 service in the Settlement approved in Docket No. RP96-366. Shipper shall not have a right to terminate if the change referred to in (ii) above is proposed by Shipper or supported by Shipper. Silence by Shipper will not be deemed support.

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

- 7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-1 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff.
- 7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-1 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery Point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

### ARTICLE VIII Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

#### ADMINISTRATIVE MATTERS

Transporter:	Florida Gas Transmission Company, LLC
	P. O. Box 4967
	Houston, Texas 77210-4967
	Attention: FGT Marketing Administration Department
Shipper:	
	Attention:

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Part VII Form of Service Agreements Rate Schedule FTS-1 Version 0.1.0

#### PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC

NationsBank ABA No. 111000012

Account No. 3750354511

Dallas, Texas

ARTICLE IX Facilities

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

## ARTICLE X Regulatory Authorizations and Approvals

10.1 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-1 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

### ARTICLE XI Pressure

- 11.1 he quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.
- 11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

## ARTICLE XIII Miscellaneous

- 13.1 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.
- 13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.
- 13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.
- 13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

## ARTICLE XIV Superseding Prior Service Agreements

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

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

TRANSPORTER		SHIPPER		
FLORID	A GAS TRANSMISSION COMPANY, LLC			
Ву		Ву		
	(Please type or print name)		(Please type or print name)	
Title		Title		
Date		Date		

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TO

#### FIRM GAS TRANSPORTATION AGREEMENT

**BETWEEN** 

FLORIDA GAS TRANSMISSION COMPANY, LLC

DATED

(Transporter and Shipper may use the following format or a different format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range. MDQ shall be exclusive of Fuel Reimbursement.)

Point(s) of Receipt

October November-March
Maximum Daily Maximum Daily
Quantity Quantity

Description of (excluding fuel) (excluding fuel)
Point of Receipt (MMBtu) (MMBtu)

April May-September
Maximum Daily
Quantity
(excluding fuel)
(MMBtu)

Maximum Daily
Quantity
(excluding fuel)
(mMBtu)

Date of this Exhibit A:

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EXHIB	BIT B
	,,,

TO

	. •		
FIRM	/I GAS TRANSPORTATION	AGREEMENT	
	BETWEEN		
FLORI	DA GAS TRANSMISSION (	COMPANY, LLC	
	AND		
_			
	DATED		
(Transporter and Shipper may use to of Points of Delivery and associated range as well as maximum hourly quelivery pressure.)	Maximum Daily Quantity	y (MDQ) by season, month and	l/or date
Point(s) of Delivery			
Description of Point of Delivery	October Maximum Daily Quantity (MMBtu)	November-March Maximum Daily Quantity (MMBtu)	
Total MDTQ:			
	April Maximum Daily Quantity (MMBtu)	May-September Maximum Daily Quantity (MMBtu)	
Total MDTQ:			
Date of this Exhibit B:			

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Part VII Form of Service Agreements Rate Schedule FTS-1 Version 0.1.0

ADDENDUM
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

NNQ Period (MMBtu) October November December January February March April May June July August September Dated: \_\_\_\_\_

Page 10 of 10

#### FORM OF SERVICE AGREEMENT Firm Transportation Service - Market Area FTS-1

THIS AGREEMENT entered into this day of	_,, by and between
Florida Gas Transmission Company, LLC, a limited liability company of	
called "Transporter"), and (herein call	ed "Shipper"),
[or, when applicable, THIS AGREEMENT entered into this,, by and between Florida Gas Transmission C company of the State of Delaware (herein called "Transporter") and for ("Principals"), hereinafter individua "Shipper," which Principals meet the requirements set forth in Section is incorporated herein by reference.]	company, LLC, a limited liability, as agent, lly and collectively referred to as
WITNESSETH	
WHEREAS, Shipper is interested in obtaining firm transportation. Transporter is willing to provide firm transportation service to Shipper	
WHEREAS,	
; and	
WHEREAS, such service will be provided by Transporter for Shi hereof.	ipper in accordance with the terms
NOW THEREFORE, in consideration of the premises and of the agreements herein contained, the sufficiency of which is hereby acknowledge to covenant and agree as follows:	
ARTICLE I Definitions	
In addition to the definitions incorporated herein through Trar the following terms when used herein shall have the meanings set for	•
1.1 The term "Rate Schedule FTS-1" shall mean Transporte with the FERC as changed and adjusted from time to time by Transport hereof or in compliance with any final FERC order affecting such rate s	ter in accordance with Section 5.2

Page 1 of 10

Effective: July 30, 2010

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 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-1), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

## ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement.

## ARTICLE IV Payment and Rights in the Event of Non-Payment

- 4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.
- 4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the 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.

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Filed: July 30, 2010

## ARTICLE V Rights to Amend Rates and Terms and Conditions of Service

- 5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.
- 5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1, (b) Rate Schedule FTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

## ARTICLE VI Term of Agreement and Commencement of Service

6.1	The primary term of this Agreement shall commence on	and shall
continue in effe	ct	

- 6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.
  - 6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.
- 6.4 Shippers that extend their FTS-1 Service Agreement after the effective date of this tariff section for ten (10) years or more ("Extension Period") at least five (5) years in advance of the end of the term of their service agreement, may terminate such agreement on 360 days prior written notice to Transporter if at any time during the Extension Period (i) Transporter's FTS-1 rates are rolled-in with the rates for service under Transporter's Rate Schedule FTS-2, or (ii) Transporter places into effect rates under Rate Schedule FTS-1 that reflect a change in the methodology of allocating operating and maintenance costs between FTS-1 and FTS-2 service, which change results in an allocation of costs to FTS-1 service in excess of those that were allocated to FTS-1 service in the Settlement approved in Docket No. RP96-366. Shipper shall not have a right to terminate if the change referred to in (ii) above is proposed by Shipper or supported by Shipper. Silence by Shipper will not be deemed support.

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

- 7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-1 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff.
- 7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-1 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery Point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

## ARTICLE VIII Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

#### **ADMINISTRATIVE MATTERS**

Transporter:	P. O. Box 4967 Houston, Texas 77210-4967
	Attention: FGT Marketing Administration Department
Shipper:	
	Attention:

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#### PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC

NationsBank ABA No. 111000012

Account No. 3750354511

Dallas, Texas

ARTICLE IX Facilities

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

## ARTICLE X Regulatory Authorizations and Approvals

10.1 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-1 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

### ARTICLE XI Pressure

- 11.1 he quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.
- 11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

### ARTICLE XIII Miscellaneous

- 13.1 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.
- 13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.
- 13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.
- 13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

## ARTICLE XIV Superseding Prior Service Agreements

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

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Part VII Form of Service Agreement Rate Schedule FTS-1 Version 0.0.0

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

	TRANSPORTER		SHIPPER
FLORID	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

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TO

#### FIRM GAS TRANSPORTATION AGREEMENT

**BETWEEN** 

FLORIDA GAS TRANSMISSION COMPANY, LLC

DATED

(Transporter and Shipper may use the following format or a different format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range. MDQ shall be exclusive of Fuel Reimbursement.)

Point(s) of Receipt

October November-March
Maximum Daily Maximum Daily
Quantity Quantity

Description of (excluding fuel) (excluding fuel)
Point of Receipt (MMBtu) (MMBtu)

April May-September
Maximum Daily
Quantity
(excluding fuel)
(MMBtu)

Maximum Daily
Quantity
(excluding fuel)
(mMBtu)

Date of this Exhibit A:

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EXHIB	BIT B
	,,,

TO

FIRM GAS TRANSPORTATION AGREEMENT					
BETWEEN					
FLC	ORIDA GAS TRANSMISSION (	COMPANY, LLC			
	AND				
	DATED				
Transporter and Shipper may use the following format or a different format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.)					
Point(s) of Delivery					
Description of Point of Delivery	October Maximum Daily Quantity (MMBtu)	November-March Maximum Daily Quantity (MMBtu)			
Total MDTQ:					
	April Maximum Daily Quantity (MMBtu)	May-September Maximum Daily Quantity (MMBtu)			
Total MDTQ:					
Date of this Exhibit B:					

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Filed: July 30, 2010 Effective: July 30, 2010

> August September

Dated: \_\_\_\_\_

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		ADDENDUM TO	
	FIRM GAS TI	RANSPORTATION AGREEMEN BETWEEN	IT
	FLORIDA GAS	TRANSMISSION COMPANY, I	LLC
		AND	
		DATED	•
No Notice Quantity (NN	Q)		
During each day forth below:	of each month ind	icated below, the NNQ applic	cable hereunder shall be as set
TOT ITT DOTOW.			NNQ
	Period		(MMBtu)
	October		
	November		
	December		
	January		
	February		
	March		
	April		
	May		
	June		
	July		

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Filed: July 30, 2010 Effective: July 30, 2010

Shipper do covenant and agree as follows:

Part VII Form of Service Agreements Rate Schedule FTS-2 Version 6.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

#### [FORM OF ]SERVICE AGREEMENT

#### Firm Transportation Service - Market Area Rate Schedule FTS-2

Contract No
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(e) of Rate Schedule FTS-2, insert the following paragraph:]
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and
collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule FTS-2 which is incorporated herein by reference,]
WITNESSETH
[Insert applicable WHEREAS clauses for background and informational purposes not to include binding consideration]

### ARTICLE I Definitions

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

[Include the information below in Article I of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article I shall read in its entirety as follows: "Article I - Not Applicable".]

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

- 1.1 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC and as may be 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.
- 1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.
- 1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

# ARTICLE II Quantity

- 2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.
- 2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-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 in Article IV herein.
- 3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

4.3

Part VII Form of Service Agreements Rate Schedule FTS-2 Version 6.0.0

## ARTICLE IV Rates and Terms and Conditions of Service

- 4.1 This Agreement in all respects shall be and remain subject to the provisions of Rate Schedule FTS-2 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-2, (b) Rate Schedule FTS-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-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.

[Include Section 4.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system and agreement as to a Final Rate Cap. Otherwise Section 4.3 shall read in its entirety as follows: "4.3 – Not Applicable".]

Notwithstanding Section 4.1 above, as of the In-Service Date and during the primary

(1) the ra as filed w	ites establish vith and appr	nt, Shipper shall pay Transporter, for all services rendered hereunder, the lower of ed under Transporter's Rate Schedule FTS-2 (inclusive of all applicable surcharges), oved by the FERC and as said Rate Schedule may hereafter be legally amended or e Final Rate Cap as determined below:
	(a)	The Base Rate Cap shall be as follows: \$/MMBtu/d as of [insert date].
	(b)	The Base Rate Cap assumes the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost of service methodology. For purposes of this section with respect to this Agreement, a "levelized rate" shall mean a rate designed by adjusting the annual depreciation expense such that it results in a levelized annual cost of service.
	(c)	The Base Rate Cap is stated in nominal dollars, and shall exclude all applicable surcharges and fuel.
	(d)	[If an escalator is agreed to:] Beginning on, and annually thereafter ("Escalation Date"), the Base Rate Cap then in effect shall be escalated in accordance with the following formula; provided that in no event shall the Base Rate Cap, as it may be escalated pursuant to this subsection (d), exceed \$0.

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per MMBtu. On each Escalation Date, the Base Rate Cap to be effective for the

subsequent twelve (12) month period shall be the sum of: (i) 0.70 multiplied by the Prior Base Rate Cap, which is defined herein as the Base Rate Cap that was effective for the twelve (12) month period immediately preceding the Escalation Date, and (ii) 0.30 multiplied by the Prior Base Rate Cap, which product shall be escalated (but not decreased) by multiplying it by a fraction, wherein the numerator shall be the GNP Implicit Price Deflator, as set forth in the most recent publication of Survey of Current Business published by the U.S. Department of Commerce ("GNP Deflator") (or any substitute index that the parties mutually agree to in writing), for the most recent calendar quarter published in the Survey of Current Business as of the Escalation Date ("Numerator Calendar Quarter"), and the denominator shall be the GNP Deflator for the calendar quarter preceding the Numerator Calendar Quarter by one calendar year.

- (e) (i) For any billing month, the Final Rate Cap (stated on a per unit basis) shall be determined by adding the Base Rate Cap and an amount equal to the aggregate of the applicable surcharges (as defined in section (e)(ii) below).
  - (ii) The type of surcharges contemplated under Rate Schedule FTS-2 to be included in the calculation of the Final Rate Cap are applicable surcharges, such as ACA, fuel, and Capital surcharges; provided, however, Transporter shall not collect under this Agreement any surcharge associated with GRI, Gas Supply Realignment ("GSR"), the recovery of take-or-pay costs or gas purchase reformation costs, FERC Account No. 191 costs ("restructuring costs"), or any similar surcharge associated with the restructuring of Transporter's merchant service under orders in FERC Docket No. RS92-16-000 or similar proceedings, or any separately stated surcharge related to the recovery of restructuring costs of any upstream provider of transportation or sales services to Transporter.
- (f) If, at any time during the primary term of this Agreement, the effective rate that Transporter is authorized by the FERC to charge Shipper, including surcharges, exceeds the Final Rate Cap, then Transporter shall discount such authorized FERC rate down to the Final Rate Cap in accordance with the order of discounting provided for in Transporter's FERC Gas Tariff.
- (g) Unless otherwise mutually agreed by the parties, after the expiration of the primary term of this Agreement, Shipper shall pay Transporter the rates established under Transporter's Rate Schedule FTS-2, as filed with and approved by the FERC.
- (h) If Shipper proposes or supports a change in the rate design methodologies on which the currently effective FTS-2 rates are based, as set forth in Sections III.2.c

and d, and III.3.b of the Phase III Settlement, and such proposals or changes are approved by a final non-appealable order, the Final Rate Cap shall be deemed waived. Notwithstanding the foregoing, if Transporter proposes, or any other party proposes and Transporter either supports or does not oppose, a change to any of such rate design methodologies in any Section 4 or Section 5 proceeding, then Shipper may take a position on that particular rate design methodology in that proceeding, whether or not consistent with the position taken by Transporter, without waiving the Final Rate Cap, and unless otherwise agreed by Transporter and Shipper, approval of such a proposed change in the rate design methodology by a final non-appealable order, in such Section 4 or Section 5 proceeding, shall not affect the continuing applicability of the Final Rate Cap. Specifically, the rate design methodologies referenced in this section (h) are as follows:

- (i) the straight fixed variable method of rate design, and of classifying and allocating costs,
- (ii) unless otherwise agreed to by both parties hereto, the system-wide postage stamp rate for FTS-2 service to the Market Area,
- (iii) the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost-of-service methodology, and
- (iv) the methodology of allocating the operation and maintenance ("O&M") costs between Rate Schedules FTS-1 and FTS-2; provided, however, that without waiving its Final Rate Cap under this section (h)(iv), and with respect to the allocation of administrative and general ("A&G") expenses only, a Shipper may challenge, on a prospective basis only, Transporter's use of the Kansas-Nebraska methodology in the Section 4 rate case to be filed by Transporter in accordance with the Settlement approved in Docket No. RP10-21-000; and provided further, that Shipper may, without waiving its Final Rate Cap (and regardless of any position taken by Transporter), argue for any allocation methodology that allocates no more O&M costs to Rate Schedule FTS-2 than would otherwise be allocated by use of:
  - the Phase III Settlement methodology for allocating all O&M costs except for A&G expenses, and
  - (b) the Kansas-Nebraska methodology for allocating A&G expenses.

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[Include Section 4.4 in this Agreement only if a fuel cap is agreed to. Otherwise Section 4.4 shall read in its entirety as follows: "4.4 – Not Applicable".]

4.4 Shipper shall provide fuel for use by Transporter, which shall be a separately stated fuel percentage. Such fuel percentage shall not exceed \_\_\_\_%, on an annual average basis, of the quantities received by Transporter at Shipper's Receipt Points (exclusive of fuel reimbursement) ("Fuel Rate Cap"), which Fuel Rate Cap shall be effective only for so long as a system average fuel rate is utilized for deliveries in Transporter's Market Area. Transporter agrees that it will not propose, and will oppose any proposal, to change the basis for computing the Market Area fuel reimbursement percentage from the system average fuel rate methodology.

## ARTICLE V Term of Agreement

5.1	This Agreement shall become effective	and shall continue in effect
	[include end date of primary term an	nd any applicable rollover or Right of First
Refusal details].		

- 5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.
- 5.3 For a Shipper in the business of generating and distributing electricity and who sign a Service Agreement with a term of twenty (20) years or more, in the event of the enactment of any statute or the issuance of any order, rule, or regulation by a state or federal governmental authority that changes the electric market structure in the State of Florida, Shipper shall have the right, upon three (3) years prior written notice to Transporter, to terminate that portion of the firm quantity provided for in Shipper's Service Agreement utilized for electric generation at any time after the tenth anniversary of the commencement of the primary term of the Shipper's Service Agreement.
- 5.4 Shipper may buy out of a Service Agreement for all or a portion of its transportation capacity ("MDTQ") thereunder, at any time, by paying Transporter the net present value of Shipper's remaining reservation charge obligations for such capacity, discounted at a reasonable rate to be mutually agreed upon by the parties at the time of such buy-out.
- 5.5 Notwithstanding any other provision in this Agreement, after commencement of service under this Agreement, in the event that: (1) Shipper is capable of using gas; and (2) Transporter is unable to deliver Shipper's designated volumes at the specified Delivery Point(s) and at the pressures provided for in this Agreement for a period of two consecutive days ("Service Cessation"), Shipper shall have the right to reduce the MDTQ by the volumes not delivered, without costs or penalty, by providing written notice to Transporter within forty-five (45) days of such occurrence; provided, however, that if a Service Cessation occurs more than five (5) times in any calendar year, Shipper shall have the right to terminate this Agreement by providing written notice to Transporter within forty-five (45) days of such occurrence; provided further, however, that if Transporter's failure to deliver is due to events of

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Transporter's *force majeure* as defined in Rate Schedule FTS-2, Shipper shall have the right to terminate or to reduce the MDTQ only in the event such *force majeure* continues for more than one hundred eighty-five (185) consecutive days of any three hundred sixty-five (365) day period.

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

- 6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-2 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-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 point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-2 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

### ARTICLE VII Notices

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

Shipper:		
	Attention:	
	Telephone No.	
	Fax No.	

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### ARTICLE VIII Construction of Facilities

- 8.1 To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.
- 8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in <u>Transwestern Pipeline Company</u>, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

# ARTICLE IX Regulatory Authorizations and Approvals

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

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-2, 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.

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[Include Section 10.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Section 10.3 shall read in its entirety as follows: "10.3 – Not Applicable".]

1	0.3	In the event the service to be render	ed hereunder require	s the construction of facilities
the quan	tities o	f gas to be delivered by Transporter t	o Shipper hereunder:	shall be delivered to Shipper
at		at a minimum pressure of	() psi	g.

### ARTICLE XI Other Provisions

[Any of the following sections may be included in Article XI of this Agreement in the event of agreement or settlement related to an expansion of Transporter's system. If any section is inapplicable, then such inapplicable section shall read in its entirety as follows: "11.\_ - Not Applicable". If all sections below are inapplicable, then Article XI shall read in its entirety as follows: "Article XI – Not Applicable".]

- 11.1 Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.
- 11.2 If service requires the construction of facilities, service pursuant to this Agreement is expressly subject to the following conditions:
  - (a) (i) The issuance, and acceptance by Transporter, of all necessary authorizations from the FERC pursuant to the Natural Gas Act or Natural Gas Policy Act permitting Transporter to construct, own and operate the Facilities and to effectuate the proposed service hereunder. All such authorizations shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.
    - (ii) Shipper shall have the right to terminate this Agreement in the event that it determines, in good faith, that a condition in the FERC authorization materially adversely affects its business and operations. If Shipper elects to terminate under this provision, it will notify Transporter in writing within fifteen (15) days of the issuance of such authorization.
  - (b) This Agreement is subject to approval of the board of directors of Transporter and receipt and acceptance by Transporter of all other approvals required to construct the Facilities, including all necessary authorizations from federal, state, local, and/or municipal agencies or other governmental authorities. All

such approvals shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.

- (c) The receipt of executed firm transportation service agreements sufficient to economically justify construction of the Facilities, if required, in Transporter's sole opinion.
- (d) So long as the FTS-2 rates are designed on an incremental basis, Shipper agrees to support the rate methodology underlying the existing FTS-2 rates for the Facilities and service rendered under this Agreement, in any proceeding before the FERC during the term of this Agreement.
- (e) Receipt by Transporter of all necessary right-of-way easements or permits in form and substance acceptable to Transporter; and
- (f) Transporter obtaining financing to construct the Facilities, in a form and under terms satisfactory to Transporter, in Transporter's sole opinion. Shipper agrees to provide reasonable cooperation in Transporter's effort to obtain financing.
- (g) The issuance and acceptance by Shipper, of all necessary federal, state or local authorizations, if any, required for Shipper to construct, own, and operate any necessary facilities; provided however, that Shipper must notify Transporter by \_\_\_\_\_ of any necessary authorizations lacking, otherwise this condition shall be deemed waived by Shipper.
- 11.3 Subject to the other provisions of this Article XI, Transporter agrees to make all reasonable efforts to obtain the necessary authorizations, financing commitments and all other approvals necessary to effectuate service under this Agreement. Shipper agrees to exercise good faith in the performance of this Agreement by supporting Transporter's efforts to obtain all necessary authorizations, financing and other approvals necessary to effectuate service under this Agreement.
- 11.4 Notwithstanding any other provision herein, at any time prior to Transporter's acceptance of all authorizations necessary to construct the Facilities, Transporter retains the right to terminate this Agreement, and to withdraw any requests or applications for regulatory approvals.
- 11.5 Shipper may elect to construct, own and operate the meter and regulation equipment and any heaters or gas conditioning facilities desired at the delivery point. If Shipper elects to construct facilities: Transporter will design and provide bid and/or construction drawings, and a material list for any Shipper-Owned facilities ("Shipper Facilities"). Shipper agrees to reimburse Transporter the fair market value for design services within fifteen (15) days of receipt of such drawings. Shipper will provide Transporter as-built drawings of the facilities constructed by Shipper within thirty (30) days after completion of project.

- (a) Shipper agrees that all Shipper Facilities will be constructed and operated to the design and specifications provided by Transporter;
- (b) Transporter shall have the right to inspect the facilities during and after construction, including any future revisions, and reject any facilities not meeting specifications, United States Department of Transportation codes (Office of Pipeline Safety), AGA standards, applicable state requirements and Transporter's FERC Gas Tariff requirements. Shipper will notify Transporter forty-eight (48) hours in advance of beginning the construction of its facilities so that Transporter can arrange for inspection by Transporter personnel;
- Shipper will construct, own, operate and maintain in good operating condition (c) and repair (including without limitation, ordinary upkeep, and replacement and repairs whether ordinary or extraordinary in nature), the (1) meter station, (2) regulators, (3) a dehydrator and a separator with high liquid control shut-in capability; together with adequate liquid storage and secondary containment facilities, (4) all piping and fencing, and (5) a road located within the Meter Site constructed to withstand vehicular ingress and egress during all weather conditions and during all times of the year. In the event Shipper fails to maintain its facilities as described above and such failure is interfering with Transporter operations, Transporter may perform such services and bill Shipper the cost for the operation, maintenance or repair of such facilities including Transporter overhead. In the event such facilities become incapable of accurately measuring gas volumes, Transporter reserves the right to require Shipper to modify such facilities at Shipper's cost to meet the current design volume requirement;
- (d) Shipper will install any and all equipment needed to protect its facilities upstream or downstream of the Receipt Point. Shipper will maintain a minimum flow rate at which the meter will operate properly; and
- (e) Shipper agrees to provide, at no cost to Transporter, the following: requested electric service, telephone service and housing needed for Transporter to install Electronic Flow Measurement ("EFM") and communication equipment, and appropriate rights of ingress and egress to operate, maintain, check, and repair such equipment.

### ARTICLE XII Miscellaneous

12.1 (a) This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the

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written consent of the other party, which consent shall not be unreasonably withheld.

- (b) Shipper may also assign its rights under the Final Rate Cap but only in the event that such assignment is to third party that has a Moody's credit rating equal to or greater than that of Shipper.
- 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:

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

TRANSPORTER		SHIPPER		
FLORIDA	A GAS TRANSMISSION COMPANY, LLC			
Ву		Ву		
	(Please type or print name)		(Please type or print name)	
Title		Title		
Date		Date		

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EXHIBIT A
ТО
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No
Amendment No
Effective Date of this Exhibit A:

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

(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.)

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EXHIBIT B			
ТО			
RATE SCHEDULE FTS-2 SERVICE AGREEMENT			
BETWEEN			
FLORIDA GAS TRANSMISSION COMPANY, LLC			
AND			
DATED			
Contract No			
Amendment No			
Effective Date of this Exhibit B:			

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

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[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

		EX	HIBIT C		
			TO		
		RATE SCHEDULE FTS	S-2 SERVICE AGE	REEMENT	
		ВЕ	TWEEN		
		FLORIDA GAS TRANS	SMISSION COME	PANY, LLC	
			AND		
		C	DATED		
		Contract No	,, D	_ -	
		Amendmer	nt No	_	
		Effective Date of this E	xhibit C:		
-	orties hereby agre r B are attached h		are revised as o	described below and revised Exhibi	t A
[Mark	the applicable se	ction(s) below for each a	mendment num	nber.]	
	Realignment of [summarize the	Points changes to points]			
	Contract Extens	ion			
	Contract Quant [summarize the	ity e changes to MDQ/MDTQ	]		
		Contract Consolidation e agreement number wit	h associated MI	OTQ, termination date and extension	nc
	TRANSI	PORTER		SHIPPER	
FLORIE	DA GAS TRANSMI	SSION COMPANY, LLC			
Ву			Ву		
	(Please type	or print name)		(Please type or print name)	
Title			Title		
Date			Date		

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[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

#### [FORM OF ]SERVICE AGREEMENT

#### Firm Transportation Service - Market Area Rate Schedule FTS-2

Contract No
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(e) of Rate Schedule FTS-2, insert the following paragraph:]
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule FTS-2 which is incorporated herein by reference,]
WITNESSETH
[Insert applicable WHEREAS clauses for background and informational purposes not to include binding consideration]
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

[Include the information below in Article I of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article I shall read in its entirety as follows: "Article I - Not Applicable".]

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

- 1.1 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC and as may be 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.
- 1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.
- 1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

# ARTICLE II Quantity

- 2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.
- 2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-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 in Article IV herein.
- 3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

4.3

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# ARTICLE IV Rates and Terms and Conditions of Service

- 4.1 This Agreement in all respects shall be and remain subject to the provisions of Rate Schedule FTS-2 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-2, (b) Rate Schedule FTS-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-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.

[Include Section 4.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system and agreement as to a Final Rate Cap. Otherwise Section 4.3 shall read in its entirety as follows: "4.3 – Not Applicable".]

Notwithstanding Section 4.1 above, as of the In-Service Date and during the primary

(1) the rates establ as filed with and ap	ment, Shipper shall pay Transporter, for all services rendered hereunder, the lower of ished under Transporter's Rate Schedule FTS-2 (inclusive of all applicable surcharges) proved by the FERC and as said Rate Schedule may hereafter be legally amended or the Final Rate Cap as determined below:
(a)	The Base Rate Cap shall be as follows: \$/MMBtu/d as of [insert date].
(b)	The Base Rate Cap assumes the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost of service methodology. For purposes of this section with respect to this Agreement, a "levelized rate" shall mean a rate designed by adjusting the annual depreciation expense such that it results in a levelized annual cost of service.
(c)	The Base Rate Cap is stated in nominal dollars, and shall exclude all applicable surcharges and fuel.
(d)	[If an escalator is agreed to:] Beginning on, and annually thereafter ("Escalation Date"), the Base Rate Cap then in effect shall be escalated in accordance with the following formula; provided that in no event shall the Base

Filed: June 3, 2011 Effective: August 18, 2011

Rate Cap, as it may be escalated pursuant to this subsection (d), exceed \$0.\_\_\_\_ per MMBtu. On each Escalation Date, the Base Rate Cap to be effective for the

subsequent twelve (12) month period shall be the sum of: (i) 0.70 multiplied by the Prior Base Rate Cap, which is defined herein as the Base Rate Cap that was effective for the twelve (12) month period immediately preceding the Escalation Date, and (ii) 0.30 multiplied by the Prior Base Rate Cap, which product shall be escalated (but not decreased) by multiplying it by a fraction, wherein the numerator shall be the GNP Implicit Price Deflator, as set forth in the most recent publication of Survey of Current Business published by the U.S. Department of Commerce ("GNP Deflator") (or any substitute index that the parties mutually agree to in writing), for the most recent calendar quarter published in the Survey of Current Business as of the Escalation Date ("Numerator Calendar Quarter"), and the denominator shall be the GNP Deflator for the calendar quarter preceding the Numerator Calendar Quarter by one calendar year.

- (e) (i) For any billing month, the Final Rate Cap (stated on a per unit basis) shall be determined by adding the Base Rate Cap and an amount equal to the aggregate of the applicable surcharges (as defined in section (e)(ii) below).
  - (ii) The type of surcharges contemplated under Rate Schedule FTS-2 to be included in the calculation of the Final Rate Cap are applicable surcharges, such as ACA, fuel, and Capital surcharges; provided, however, Transporter shall not collect under this Agreement any surcharge associated with GRI, Gas Supply Realignment ("GSR"), the recovery of take-or-pay costs or gas purchase reformation costs, FERC Account No. 191 costs ("restructuring costs"), or any similar surcharge associated with the restructuring of Transporter's merchant service under orders in FERC Docket No. RS92-16-000 or similar proceedings, or any separately stated surcharge related to the recovery of restructuring costs of any upstream provider of transportation or sales services to Transporter.
- (f) If, at any time during the primary term of this Agreement, the effective rate that Transporter is authorized by the FERC to charge Shipper, including surcharges, exceeds the Final Rate Cap, then Transporter shall discount such authorized FERC rate down to the Final Rate Cap in accordance with the order of discounting provided for in Transporter's FERC Gas Tariff.
- (g) Unless otherwise mutually agreed by the parties, after the expiration of the primary term of this Agreement, Shipper shall pay Transporter the rates established under Transporter's Rate Schedule FTS-2, as filed with and approved by the FERC.
- (h) If Shipper proposes or supports a change in the rate design methodologies on which the currently effective FTS-2 rates are based, as set forth in Sections III.2.c

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and d, and III.3.b of the Phase III Settlement, and such proposals or changes are approved by a final non-appealable order, the Final Rate Cap shall be deemed waived. Notwithstanding the foregoing, if Transporter proposes, or any other party proposes and Transporter either supports or does not oppose, a change to any of such rate design methodologies in any Section 4 or Section 5 proceeding, then Shipper may take a position on that particular rate design methodology in that proceeding, whether or not consistent with the position taken by Transporter, without waiving the Final Rate Cap, and unless otherwise agreed by Transporter and Shipper, approval of such a proposed change in the rate design methodology by a final non-appealable order, in such Section 4 or Section 5 proceeding, shall not affect the continuing applicability of the Final Rate Cap. Specifically, the rate design methodologies referenced in this section (h) are as follows:

- (i) the straight fixed variable method of rate design, and of classifying and allocating costs,
- (ii) unless otherwise agreed to by both parties hereto, the system-wide postage stamp rate for FTS-2 service to the Market Area,
- (iii) the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost-of-service methodology, and
- (iv) the methodology of allocating the operation and maintenance ("O&M") costs between Rate Schedules FTS-1 and FTS-2; provided, however, that without waiving its Final Rate Cap under this section (h)(iv), and with respect to the allocation of administrative and general ("A&G") expenses only, a Shipper may challenge, on a prospective basis only, Transporter's use of the Kansas-Nebraska methodology in the Section 4 rate case to be filed by Transporter in accordance with the Settlement approved in Docket No. RP10-21-000; and provided further, that Shipper may, without waiving its Final Rate Cap (and regardless of any position taken by Transporter), argue for any allocation methodology that allocates no more O&M costs to Rate Schedule FTS-2 than would otherwise be allocated by use of:
  - (a) the Phase III Settlement methodology for allocating all O&M costs except for A&G expenses, and
  - (b) the Kansas-Nebraska methodology for allocating A&G expenses.

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[Include Section 4.4 in this Agreement only if a fuel cap is agreed to. Otherwise Section 4.4 shall read in its entirety as follows: "4.4 – Not Applicable".]

4.4 Shipper shall provide fuel for use by Transporter, which shall be a separately stated fuel percentage. Such fuel percentage shall not exceed \_\_\_\_%, on an annual average basis, of the quantities received by Transporter at Shipper's Receipt Points (exclusive of fuel reimbursement) ("Fuel Rate Cap"), which Fuel Rate Cap shall be effective only for so long as a system average fuel rate is utilized for deliveries in Transporter's Market Area. Transporter agrees that it will not propose, and will oppose any proposal, to change the basis for computing the Market Area fuel reimbursement percentage from the system average fuel rate methodology.

# ARTICLE V Term of Agreement

5.1	This Agreement shall become effective	and shall continue in effect
	[include end date of primary term and any applicabl	e rollover or Right of First
Refusal details].		

- 5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.
- 5.3 For a Shipper in the business of generating and distributing electricity and who sign a Service Agreement with a term of twenty (20) years or more, in the event of the enactment of any statute or the issuance of any order, rule, or regulation by a state or federal governmental authority that changes the electric market structure in the State of Florida, Shipper shall have the right, upon three (3) years prior written notice to Transporter, to terminate that portion of the firm quantity provided for in Shipper's Service Agreement utilized for electric generation at any time after the tenth anniversary of the commencement of the primary term of the Shipper's Service Agreement.
- 5.4 Shipper may buy out of a Service Agreement for all or a portion of its transportation capacity ("MDTQ") thereunder, at any time, by paying Transporter the net present value of Shipper's remaining reservation charge obligations for such capacity, discounted at a reasonable rate to be mutually agreed upon by the parties at the time of such buy-out.
- 5.5 Notwithstanding any other provision in this Agreement, after commencement of service under this Agreement, in the event that: (1) Shipper is capable of using gas; and (2) Transporter is unable to deliver Shipper's designated volumes at the specified Delivery Point(s) and at the pressures provided for in this Agreement for a period of two consecutive days ("Service Cessation"), Shipper shall have the right to reduce the MDTQ by the volumes not delivered, without costs or penalty, by providing written notice to Transporter within forty-five (45) days of such occurrence; provided, however, that if a Service Cessation occurs more than five (5) times in any calendar year, Shipper shall have the right to terminate this Agreement by providing written notice to Transporter within forty-five (45) days of such occurrence; provided further, however, that if Transporter's failure to deliver is due to events of

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Transporter's *force majeure* as defined in Rate Schedule FTS-2, Shipper shall have the right to terminate or to reduce the MDTQ only in the event such *force majeure* continues for more than one hundred eighty-five (185) consecutive days of any three hundred sixty-five (365) day period.

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

- 6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-2 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-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 point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-2 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

### ARTICLE VII Notices

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

Shipper:	
	Attention:
	Telephone No.
	Fax No.

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### ARTICLE VIII Construction of Facilities

- 8.1 To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.
- 8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in <u>Transwestern Pipeline Company</u>, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

# ARTICLE IX Regulatory Authorizations and Approvals

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

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-2, 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.

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Filed: June 3, 2011

Effective: August 18, 2011

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[Include Section 10.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Section 10.3 shall read in its entirety as follows: "10.3 – Not Applicable".]

10.3	In the event the service to be rendered hereunder requires the construction of facilities
the quantities of	of gas to be delivered by Transporter to Shipper hereunder or shall be delivered to
Shipper at	at a minimum pressure of () psig.

#### ARTICLE XI Other Provisions

[Any of the following sections may be included in Article XI of this Agreement in the event of agreement or settlement related to an expansion of Transporter's system. If any section is inapplicable, then such inapplicable section shall read in its entirety as follows: "11.\_ - Not Applicable". If all sections below are inapplicable, then Article XI shall read in its entirety as follows: "Article XI – Not Applicable".]

- Prior to Transporter's execution of this Agreement, Shipper must demonstrate 11.1 creditworthiness satisfactory to Transporter. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.
- If service requires the construction of facilities, service pursuant to this Agreement is 11.2 expressly subject to the following conditions:
  - (a) (i) The issuance, and acceptance by Transporter, of all necessary authorizations from the FERC pursuant to the Natural Gas Act or Natural Gas Policy Act permitting Transporter to construct, own and operate the Facilities and to effectuate the proposed service hereunder. All such authorizations shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.
    - (ii) Shipper shall have the right to terminate this Agreement in the event that it determines, in good faith, that a condition in the FERC authorization materially adversely affects its business and operations. If Shipper elects to terminate under this provision, it will notify Transporter in writing within fifteen (15) days of the issuance of such authorization.
  - (b) This Agreement is subject to approval of the board of directors of Transporter and receipt and acceptance by Transporter of all other approvals required to construct the Facilities, including all necessary authorizations from federal, state, local, and/or municipal agencies or other governmental authorities. All

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Filed: June 3, 2011

such approvals shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.

- (c) The receipt of executed firm transportation service agreements sufficient to economically justify construction of the Facilities, if required, in Transporter's sole opinion.
- (d) So long as the FTS-2 rates are designed on an incremental basis, Shipper agrees to support the rate methodology underlying the existing FTS-2 rates for the Facilities and service rendered under this Agreement, in any proceeding before the FERC during the term of this Agreement.
- (e) Receipt by Transporter of all necessary right-of-way easements or permits in form and substance acceptable to Transporter; and
- (f) Transporter obtaining financing to construct the Facilities, in a form and under terms satisfactory to Transporter, in Transporter's sole opinion. Shipper agrees to provide reasonable cooperation in Transporter's effort to obtain financing.
- (g) The issuance and acceptance by Shipper, of all necessary federal, state or local authorizations, if any, required for Shipper to construct, own, and operate any necessary facilities; provided however, that Shipper must notify Transporter by \_\_\_\_\_ of any necessary authorizations lacking, otherwise this condition shall be deemed waived by Shipper.
- 11.3 Subject to the other provisions of this Article XI, Transporter agrees to make all reasonable efforts to obtain the necessary authorizations, financing commitments and all other approvals necessary to effectuate service under this Agreement. Shipper agrees to exercise good faith in the performance of this Agreement by supporting Transporter's efforts to obtain all necessary authorizations, financing and other approvals necessary to effectuate service under this Agreement.
- 11.4 Notwithstanding any other provision herein, at any time prior to Transporter's acceptance of all authorizations necessary to construct the Facilities, Transporter retains the right to terminate this Agreement, and to withdraw any requests or applications for regulatory approvals.
- 11.5 Shipper may elect to construct, own and operate the meter and regulation equipment and any heaters or gas conditioning facilities desired at the delivery point. If Shipper elects to construct facilities: Transporter will design and provide bid and/or construction drawings, and a material list for any Shipper-Owned facilities ("Shipper Facilities"). Shipper agrees to reimburse Transporter the fair market value for design services within fifteen (15) days of receipt of such drawings. Shipper will provide Transporter as-built drawings of the facilities constructed by Shipper within thirty (30) days after completion of project.

- (a) Shipper agrees that all Shipper Facilities will be constructed and operated to the design and specifications provided by Transporter;
- (b) Transporter shall have the right to inspect the facilities during and after construction, including any future revisions, and reject any facilities not meeting specifications, United States Department of Transportation codes (Office of Pipeline Safety), AGA standards, applicable state requirements and Transporter's FERC Gas Tariff requirements. Shipper will notify Transporter forty-eight (48) hours in advance of beginning the construction of its facilities so that Transporter can arrange for inspection by Transporter personnel;
- (c) Shipper will construct, own, operate and maintain in good operating condition and repair (including without limitation, ordinary upkeep, and replacement and repairs whether ordinary or extraordinary in nature), the (1) meter station, (2) regulators, (3) a dehydrator and a separator with high liquid control shut-in capability; together with adequate liquid storage and secondary containment facilities, (4) all piping and fencing, and (5) a road located within the Meter Site constructed to withstand vehicular ingress and egress during all weather conditions and during all times of the year. In the event Shipper fails to maintain its facilities as described above and such failure is interfering with Transporter operations, Transporter may perform such services and bill Shipper the cost for the operation, maintenance or repair of such facilities including Transporter overhead. In the event such facilities become incapable of accurately measuring gas volumes, Transporter reserves the right to require Shipper to modify such facilities at Shipper's cost to meet the current design volume requirement;
- (d) Shipper will install any and all equipment needed to protect its facilities upstream or downstream of the Receipt Point. Shipper will maintain a minimum flow rate at which the meter will operate properly; and
- (e) Shipper agrees to provide, at no cost to Transporter, the following: requested electric service, telephone service and housing needed for Transporter to install Electronic Flow Measurement ("EFM") and communication equipment, and appropriate rights of ingress and egress to operate, maintain, check, and repair such equipment.

# ARTICLE XII Miscellaneous

12.1 (a) This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the

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written consent of the other party, which consent shall not be unreasonably withheld.

- (b) Shipper may also assign its rights under the Final Rate Cap but only in the event that such assignment is to third party that has a Moody's credit rating equal to or greater than that of Shipper.
- 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 JURISIDCTION.

# ARTICLE XIII Superseding Prior Service Agreements

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

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

TRANSPORTER		SHIPPER	
FLORID	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

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EXHIBIT A
ТО
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No
Amendment No
Effective Date of this Exhibit A:

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

(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.)

Filed: June 3, 2011

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Effective: August 18, 2011

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EXHIBIT B		
ТО		
RATE SCHEDULE FTS-2 SERVICE AGREEMENT		
BETWEEN		
FLORIDA GAS TRANSMISSION COMPANY, LLC		
AND		
DATED		
Contract No		
Amendment No		
Effective Date of this Exhibit B:		

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

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[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

	EXH	IBIT C	
		О	
	RATE SCHEDULE FTS-2		REEMENT
		NEEN	DANIV LLC
	FLORIDA GAS TRANSN	TISSION COMF ND	PANY, LLC
	A	ND	
	DA	TED	<del></del>
	Contract No.	<i>'</i>	_ -
	Amendment	No	-
	Effective Date of this Exh	nibit C:	
The parties hereby ago and/or B are attached		re revised as o	described below and revised Exhibit A
[Mark the applicable s	ection(s) below for each am	endment num	ber.]
Realignment o [summarize th	f Points e changes to points]		
Contract Quan [summarize th	tity ne changes to MDQ/MDTQ]		
	Contract Consolidation ce agreement number with	associated MI	OTQ, termination date and extension
TRANS	SPORTER		SHIPPER
FLORIDA GAS TRANSM	IISSION COMPANY, LLC		
Ву		Ву	
(Please type	or print name)		(Please type or print name)
Title		Title	
Date		Date	

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Shipper do covenant and agree as follows:

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[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

#### [FORM OF ]SERVICE AGREEMENT

#### Firm Transportation Service - Market Area Rate Schedule FTS-2

Contract No
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(e) of Rate Schedule FTS-2, insert the following paragraph:]
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and
collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule FTS-2 which is incorporated herein by reference,]
WITNESSETH
[Insert applicable WHEREAS clauses for background and informational purposes not to include binding consideration]
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

### ARTICLE I Definitions

[Include the information below in Article I of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article I shall read in its entirety as follows: "Article I - Not Applicable".]

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

Filed: April 20, 2011 Effective: May 21, 2011

- 1.1 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC and as may be 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.
- 1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.
- 1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

# ARTICLE II Quantity

- 2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.
- 2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-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 in Article IV herein.
- 3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

Filed: April 20, 2011 Effective: May 21, 2011

4.3

Filed: April 20, 2011

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# ARTICLE IV Rates and Terms and Conditions of Service

- 4.1 This Agreement in all respects shall be and remain subject to the provisions of Rate Schedule FTS-2 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-2, (b) Rate Schedule FTS-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-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.

[Include Section 4.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system and agreement as to a Final Rate Cap. Otherwise Section 4.3 shall read in its entirety as follows: "4.3 – Not Applicable".]

Notwithstanding Section 4.1 above, as of the In-Service Date and during the primary

term of this Agreement, Shipper shall pay Transporter, for all services rendered hereunder, the lower of: (1) the rates established under Transporter's Rate Schedule FTS-2 (inclusive of all applicable surcharges), as filed with and approved by the FERC and as said Rate Schedule may hereafter be legally amended or superseded, or (2) the Final Rate Cap as determined below: The Base Rate Cap shall be as follows: \$\_\_\_\_\_/MMBtu/d as of [insert date]. (a) (b) The Base Rate Cap assumes the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost of service methodology. For purposes of this section with respect to this Agreement, a "levelized rate" shall mean a rate designed by adjusting the annual depreciation expense such that it results in a levelized annual cost of service. (c) The Base Rate Cap is stated in nominal dollars, and shall exclude all applicable surcharges and fuel. (d) [If an escalator is agreed to:] Beginning on \_\_\_\_\_, and annually thereafter ("Escalation Date"), the Base Rate Cap then in effect shall be escalated in

Effective: May 21, 2011

accordance with the following formula; provided that in no event shall the Base Rate Cap, as it may be escalated pursuant to this subsection (d), exceed \$0.\_\_\_\_ per MMBtu. On each Escalation Date, the Base Rate Cap to be effective for the

subsequent twelve (12) month period shall be the sum of: (i) 0.70 multiplied by the Prior Base Rate Cap, which is defined herein as the Base Rate Cap that was effective for the twelve (12) month period immediately preceding the Escalation Date, and (ii) 0.30 multiplied by the Prior Base Rate Cap, which product shall be escalated (but not decreased) by multiplying it by a fraction, wherein the numerator shall be the GNP Implicit Price Deflator, as set forth in the most recent publication of Survey of Current Business published by the U.S. Department of Commerce ("GNP Deflator") (or any substitute index that the parties mutually agree to in writing), for the most recent calendar quarter published in the Survey of Current Business as of the Escalation Date ("Numerator Calendar Quarter"), and the denominator shall be the GNP Deflator for the calendar quarter preceding the Numerator Calendar Quarter by one calendar year.

- (e) (i) For any billing month, the Final Rate Cap (stated on a per unit basis) shall be determined by adding the Base Rate Cap and an amount equal to the aggregate of the applicable surcharges (as defined in section (e)(ii) below).
  - (ii) The type of surcharges contemplated under Rate Schedule FTS-2 to be included in the calculation of the Final Rate Cap are applicable surcharges, such as ACA, fuel, and Capital surcharges; provided, however, Transporter shall not collect under this Agreement any surcharge associated with GRI, Gas Supply Realignment ("GSR"), the recovery of take-or-pay costs or gas purchase reformation costs, FERC Account No. 191 costs ("restructuring costs"), or any similar surcharge associated with the restructuring of Transporter's merchant service under orders in FERC Docket No. RS92-16-000 or similar proceedings, or any separately stated surcharge related to the recovery of restructuring costs of any upstream provider of transportation or sales services to Transporter.
- (f) If, at any time during the primary term of this Agreement, the effective rate that Transporter is authorized by the FERC to charge Shipper, including surcharges, exceeds the Final Rate Cap, then Transporter shall discount such authorized FERC rate down to the Final Rate Cap in accordance with the order of discounting provided for in Transporter's FERC Gas Tariff.
- (g) Unless otherwise mutually agreed by the parties, after the expiration of the primary term of this Agreement, Shipper shall pay Transporter the rates established under Transporter's Rate Schedule FTS-2, as filed with and approved by the FERC.
- (h) If Shipper proposes or supports a change in the rate design methodologies on which the currently effective FTS-2 rates are based, as set forth in Sections III.2.c

Filed: April 20, 2011 Effective: May 21, 2011

and d, and III.3.b of the Phase III Settlement, and such proposals or changes are approved by a final non-appealable order, the Final Rate Cap shall be deemed waived. Notwithstanding the foregoing, if Transporter proposes, or any other party proposes and Transporter either supports or does not oppose, a change to any of such rate design methodologies in any Section 4 or Section 5 proceeding, then Shipper may take a position on that particular rate design methodology in that proceeding, whether or not consistent with the position taken by Transporter, without waiving the Final Rate Cap, and unless otherwise agreed by Transporter and Shipper, approval of such a proposed change in the rate design methodology by a final non-appealable order, in such Section 4 or Section 5 proceeding, shall not affect the continuing applicability of the Final Rate Cap. Specifically, the rate design methodologies referenced in this section (h) are as follows:

- (i) the straight fixed variable method of rate design, and of classifying and allocating costs,
- (ii) unless otherwise agreed to by both parties hereto, the system-wide postage stamp rate for FTS-2 service to the Market Area,
- (iii) the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost-of-service methodology, and
- (iv) the methodology of allocating the operation and maintenance ("O&M") costs between Rate Schedules FTS-1 and FTS-2; provided, however, that without waiving its Final Rate Cap under this section (h)(iv), and with respect to the allocation of administrative and general ("A&G") expenses only, a Shipper may challenge, on a prospective basis only, Transporter's use of the Kansas-Nebraska methodology in the Section 4 rate case to be filed by Transporter in accordance with the Settlement approved in Docket No. RP10-21-000; and provided further, that Shipper may, without waiving its Final Rate Cap (and regardless of any position taken by Transporter), argue for any allocation methodology that allocates no more O&M costs to Rate Schedule FTS-2 than would otherwise be allocated by use of:
  - (a) the Phase III Settlement methodology for allocating all O&M costs except for A&G expenses, and
  - (b) the Kansas-Nebraska methodology for allocating A&G expenses.

[Include Section 4.4 in this Agreement only if a fuel cap is agreed to. Otherwise Section 4.4 shall read in its entirety as follows: "4.4 – Not Applicable".]

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4.4 Shipper shall provide fuel for use by Transporter, which shall be a separately stated fuel percentage. Such fuel percentage shall not exceed \_\_\_\_\_%, on an annual average basis, of the quantities received by Transporter at Shipper's Receipt Points (exclusive of fuel reimbursement) ("Fuel Rate Cap"), which Fuel Rate Cap shall be effective only for so long as a system average fuel rate is utilized for deliveries in Transporter's Market Area. Transporter agrees that it will not propose, and will oppose any proposal, to change the basis for computing the Market Area fuel reimbursement percentage from the system average fuel rate methodology.

### ARTICLE V Term of Agreement

5.1	This Agreement shall become effective		and shall continue in effect
	[include end date of primary term	and any applicable	e rollover or Right of First
Refusal details].			

- 5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and 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 For a Shipper in the business of generating and distributing electricity and who sign a Service Agreement with a term of twenty (20) years or more, in the event of the enactment of any statute or the issuance of any order, rule, or regulation by a state or federal governmental authority that changes the electric market structure in the State of Florida, Shipper shall have the right, upon three (3) years prior written notice to Transporter, to terminate that portion of the firm quantity provided for in Shipper's Service Agreement utilized for electric generation at any time after the tenth anniversary of the commencement of the primary term of the Shipper's Service Agreement.
- 5.4 Shipper may buy out of a Service Agreement for all or a portion of its transportation capacity ("MDTQ") thereunder, at any time, by paying Transporter the net present value of Shipper's remaining reservation charge obligations for such capacity, discounted at a reasonable rate to be mutually agreed upon by the parties at the time of such buy-out.
- 5.5 Notwithstanding any other provision in this Agreement, after commencement of service under this Agreement, in the event that: (1) Shipper is capable of using gas; and (2) Transporter is unable to deliver Shipper's designated volumes at the specified Delivery Point(s) and at the pressures provided for in this Agreement for a period of two consecutive days ("Service Cessation"), Shipper shall have the right to reduce the MDTQ by the volumes not delivered, without costs or penalty, by providing written notice to Transporter within forty-five (45) days of such occurrence; provided, however, that if a Service Cessation occurs more than five (5) times in any calendar year, Shipper shall have the right to terminate this Agreement by providing written notice to Transporter within forty-five (45) days of such occurrence; provided further, however, that if Transporter's failure to deliver is due to events of Transporter's force majeure as defined in Rate Schedule FTS-2, Shipper shall have the right to terminate

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or to reduce the MDTQ only in the event such *force majeure* continues for more than one hundred eighty-five (185) consecutive days of any three hundred sixty-five (365) day period.

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

- 6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-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 point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

### ARTICLE VII Notices

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

Shipper:	
	Attention:
	Telephone No.
	Fax No.

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## ARTICLE VIII Construction of Facilities

- 8.1 To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.
- 8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in <u>Transwestern Pipeline Company</u>, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

# ARTICLE IX Regulatory Authorizations and Approvals

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

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-2, 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.

[Include Section 10.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Section 10.3 shall read in its entirety as follows: "10.3 – Not Applicable".]

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10.3	In the event the service to be rendered hereunder requires the construction of facilities,			
the quantities	of gas to be delivered by Transporter to Shipper hereunder or shall be delivered to			
Shipper at	at a minimum pressure of () psig.			
	ARTICLE XI			
	Other Provisions			

[Any of the following sections may be included in Article XI of this Agreement in the event of agreement or settlement related to an expansion of Transporter's system. If any section is inapplicable, then such inapplicable section shall read in its entirety as follows: "11.\_ - Not Applicable". If all sections below are inapplicable, then Article XI shall read in its entirety as follows: "Article XI – Not Applicable".]

- 11.1 Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.
- 11.2 If service requires the construction of facilities, service pursuant to this Agreement is expressly subject to the following conditions:
  - (a) (i) The issuance, and acceptance by Transporter, of all necessary authorizations from the FERC pursuant to the Natural Gas Act or Natural Gas Policy Act permitting Transporter to construct, own and operate the Facilities and to effectuate the proposed service hereunder. All such authorizations shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.
    - (ii) Shipper shall have the right to terminate this Agreement in the event that it determines, in good faith, that a condition in the FERC authorization materially adversely affects its business and operations. If Shipper elects to terminate under this provision, it will notify Transporter in writing within fifteen (15) days of the issuance of such authorization.
  - (b) This Agreement is subject to approval of the board of directors of Transporter and receipt and acceptance by Transporter of all other approvals required to construct the Facilities, including all necessary authorizations from federal, state, local, and/or municipal agencies or other governmental authorities. All such approvals shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive

- the condition that such authority be final and/or no longer subject to appeal or rehearing.
- (c) The receipt of executed firm transportation service agreements sufficient to economically justify construction of the Facilities, if required, in Transporter's sole opinion.
- (d) So long as the FTS-2 rates are designed on an incremental basis, Shipper agrees to support the rate methodology underlying the existing FTS-2 rates for the Facilities and service rendered under this Agreement, in any proceeding before the FERC during the term of this Agreement.
- (e) Receipt by Transporter of all necessary right-of-way easements or permits in form and substance acceptable to Transporter; and
- (f) Transporter obtaining financing to construct the Facilities, in a form and under terms satisfactory to Transporter, in Transporter's sole opinion. Shipper agrees to provide reasonable cooperation in Transporter's effort to obtain financing.
- (g) The issuance and acceptance by Shipper, of all necessary federal, state or local authorizations, if any, required for Shipper to construct, own, and operate any necessary facilities; provided however, that Shipper must notify Transporter by \_\_\_\_\_ of any necessary authorizations lacking, otherwise this condition shall be deemed waived by Shipper.
- 11.3 Subject to the other provisions of this Article XI, Transporter agrees to make all reasonable efforts to obtain the necessary authorizations, financing commitments and all other approvals necessary to effectuate service under this Agreement. Shipper agrees to exercise good faith in the performance of this Agreement by supporting Transporter's efforts to obtain all necessary authorizations, financing and other approvals necessary to effectuate service under this Agreement.
- 11.4 Notwithstanding any other provision herein, at any time prior to Transporter's acceptance of all authorizations necessary to construct the Facilities, Transporter retains the right to terminate this Agreement, and to withdraw any requests or applications for regulatory approvals.
- 11.5 Shipper may elect to construct, own and operate the meter and regulation equipment and any heaters or gas conditioning facilities desired at the delivery point. If Shipper elects to construct facilities: Transporter will design and provide bid and/or construction drawings, and a material list for any Shipper-Owned facilities ("Shipper Facilities"). Shipper agrees to reimburse Transporter the fair market value for design services within fifteen (15) days of receipt of such drawings. Shipper will provide Transporter as-built drawings of the facilities constructed by Shipper within thirty (30) days after completion of project.
  - (a) Shipper agrees that all Shipper Facilities will be constructed and operated to the design and specifications provided by Transporter;

- (b) Transporter shall have the right to inspect the facilities during and after construction, including any future revisions, and reject any facilities not meeting specifications, United States Department of Transportation codes (Office of Pipeline Safety), AGA standards, applicable state requirements and Transporter's FERC Gas Tariff requirements. Shipper will notify Transporter forty-eight (48) hours in advance of beginning the construction of its facilities so that Transporter can arrange for inspection by Transporter personnel;
- (c) Shipper will construct, own, operate and maintain in good operating condition and repair (including without limitation, ordinary upkeep, and replacement and repairs whether ordinary or extraordinary in nature), the (1) meter station, (2) regulators, (3) a dehydrator and a separator with high liquid control shut-in capability; together with adequate liquid storage and secondary containment facilities, (4) all piping and fencing, and (5) a road located within the Meter Site constructed to withstand vehicular ingress and egress during all weather conditions and during all times of the year. In the event Shipper fails to maintain its facilities as described above and such failure is interfering with Transporter operations, Transporter may perform such services and bill Shipper the cost for the operation, maintenance or repair of such facilities including Transporter overhead. In the event such facilities become incapable of accurately measuring gas volumes, Transporter reserves the right to require Shipper to modify such facilities at Shipper's cost to meet the current design volume requirement;
- (d) Shipper will install any and all equipment needed to protect its facilities upstream or downstream of the Receipt Point. Shipper will maintain a minimum flow rate at which the meter will operate properly; and
- (e) Shipper agrees to provide, at no cost to Transporter, the following: requested electric service, telephone service and housing needed for Transporter to install Electronic Flow Measurement ("EFM") and communication equipment, and appropriate rights of ingress and egress to operate, maintain, check, and repair such equipment.

### ARTICLE XII Miscellaneous

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

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- (b) Shipper may also assign its rights under the Final Rate Cap but only in the event that such assignment is to third party that has a Moody's credit rating equal to or greater than that of Shipper.
- 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 JURISIDCTION.

## ARTICLE XIII Superseding Prior Service Agreements

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

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

	TRANSPORTER		SHIPPER
FLORIDA	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

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EXHIBIT A
ТО
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No
Amendment No
Effective Date of this Exhibit A:

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

(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.)

Filed: April 20, 2011 Effective: May 21, 2011

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EXHIBIT B		
ТО		
RATE SCHEDULE FTS-2 SERVICE AGREEMENT		
BETWEEN		
FLORIDA GAS TRANSMISSION COMPANY, LLC		
AND		
DATED		
Contract No		
Amendment No		
Effective Date of this Exhibit B:		

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

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[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

			EXHIBIT C	
			TO	
		RATE SCHEDULE	FTS-2 SERVICE AG	REEMENT
			BETWEEN	
		FLORIDA GAS TRA	ANSMISSION COM	PANY, LLC
			AND	
			DATED	······································
		Contract	, t No	<del>_</del>
			nent No	
		Effective Date of the	is Exhibit C:	
-	arties hereby agre r B are attached I		or B are revised as	described below and revised Exhibit A
[Mark	the applicable se	ection(s) below for eacl	h amendment nun	nber.]
	Realignment of [summarize the	Points e changes to points]		
	Contract Quant	ity e changes to MDQ/MD	TQ]	
	•	Contract Consolidatior e agreement number v		DTQ, termination date and extension
	TRANS	PORTER		SHIPPER
FLORII	DA GAS TRANSM	SSION COMPANY, LLC		
Ву			Ву	
	(Please type	or print name)		(Please type or print name)
Title			Title	
Date			Date	

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[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

#### [FORM OF ]SERVICE AGREEMENT

### Firm Transportation Service - Market Area Rate Schedule FTS-2

Contract No
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(e) of Rate Schedule FTS-2, insert the following paragraph:]
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule FTS-2 which is incorporated herein by reference,]
WITNESSETH
[Insert applicable WHEREAS clauses for background and informational purposes not to include binding consideration]
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

[Include the information below in Article I of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article I shall read in its entirety as follows: "Article I - Not Applicable".]

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

- 1.1 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC and as may be 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.
- 1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.
- 1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

## ARTICLE II Quantity

- 2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.
- 2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-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 in Article IV herein.
- 3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

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## ARTICLE IV Rates and Terms and Conditions of Service

- 4.1 This Agreement in all respects shall be and remain subject to the provisions of Rate Schedule FTS-2 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-2, (b) Rate Schedule FTS-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-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.

[Include Section 4.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system and agreement as to a Final Rate Cap. Otherwise Section 4.3 shall read in its entirety as follows: "4.3 – Not Applicable".]

4.3 Notwithstanding Section 4.1 above, as of the In-Service Date and during the primary term of this Agreement, Shipper shall pay Transporter, for all services rendered hereunder, the lower of: (1) the rates established under Transporter's Rate Schedule FTS-2 (inclusive of all applicable surcharges), as filed with and approved by the FERC and as said Rate Schedule may hereafter be legally amended or superseded, or (2) the Final Rate Cap as determined below: The Base Rate Cap shall be as follows: \$\_\_\_\_\_/MMBtu/d as of [insert date]. (a) (b) The Base Rate Cap assumes the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost of service methodology. For purposes of this section with respect to this Agreement, a "levelized rate" shall mean a rate designed by adjusting the annual depreciation expense such that it results in a levelized annual cost of service. (c) The Base Rate Cap is stated in nominal dollars, and shall exclude all applicable surcharges and fuel. (d) [If an escalator is agreed to:] Beginning on \_\_\_\_\_, and annually thereafter

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("Escalation Date"), the Base Rate Cap then in effect shall be escalated in

accordance with the following formula; provided that in no event shall the Base Rate Cap, as it may be escalated pursuant to this subsection (d), exceed \$0.\_\_\_\_ per MMBtu. On each Escalation Date, the Base Rate Cap to be effective for the

subsequent twelve (12) month period shall be the sum of: (i) 0.70 multiplied by the Prior Base Rate Cap, which is defined herein as the Base Rate Cap that was effective for the twelve (12) month period immediately preceding the Escalation Date, and (ii) 0.30 multiplied by the Prior Base Rate Cap, which product shall be escalated (but not decreased) by multiplying it by a fraction, wherein the numerator shall be the GNP Implicit Price Deflator, as set forth in the most recent publication of Survey of Current Business published by the U.S. Department of Commerce ("GNP Deflator") (or any substitute index that the parties mutually agree to in writing), for the most recent calendar quarter published in the Survey of Current Business as of the Escalation Date ("Numerator Calendar Quarter"), and the denominator shall be the GNP Deflator for the calendar quarter preceding the Numerator Calendar Quarter by one calendar year.

- (e) (i) For any billing month, the Final Rate Cap (stated on a per unit basis) shall be determined by adding the Base Rate Cap and an amount equal to the aggregate of the applicable surcharges (as defined in section (e)(ii) below).
  - (ii) The type of surcharges contemplated under Rate Schedule FTS-2 to be included in the calculation of the Final Rate Cap are applicable surcharges, such as ACA, fuel, and Capital surcharges; provided, however, Transporter shall not collect under this Agreement any surcharge associated with GRI, Gas Supply Realignment ("GSR"), the recovery of take-or-pay costs or gas purchase reformation costs, FERC Account No. 191 costs ("restructuring costs"), or any similar surcharge associated with the restructuring of Transporter's merchant service under orders in FERC Docket No. RS92-16-000 or similar proceedings, or any separately stated surcharge related to the recovery of restructuring costs of any upstream provider of transportation or sales services to Transporter.
- (f) If, at any time during the primary term of this Agreement, the effective rate that Transporter is authorized by the FERC to charge Shipper, including surcharges, exceeds the Final Rate Cap, then Transporter shall discount such authorized FERC rate down to the Final Rate Cap in accordance with the order of discounting provided for in Transporter's FERC Gas Tariff.
- (g) Unless otherwise mutually agreed by the parties, after the expiration of the primary term of this Agreement, Shipper shall pay Transporter the rates established under Transporter's Rate Schedule FTS-2, as filed with and approved by the FERC.
- (h) If Shipper proposes or supports a change in the rate design methodologies on which the currently effective FTS-2 rates are based, as set forth in Sections III.2.c

Filed: March 29, 2011 Effective: April 1, 2011

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and d, and III.3.b of the Phase III Settlement, and such proposals or changes are approved by a final non-appealable order, the Final Rate Cap shall be deemed waived. Notwithstanding the foregoing, if Transporter proposes, or any other party proposes and Transporter either supports or does not oppose, a change to any of such rate design methodologies in any Section 4 or Section 5 proceeding, then Shipper may take a position on that particular rate design methodology in that proceeding, whether or not consistent with the position taken by Transporter, without waiving the Final Rate Cap, and unless otherwise agreed by Transporter and Shipper, approval of such a proposed change in the rate design methodology by a final non-appealable order, in such Section 4 or Section 5 proceeding, shall not affect the continuing applicability of the Final Rate Cap. Specifically, the rate design methodologies referenced in this section (h) are as follows:

- (i) the straight fixed variable method of rate design, and of classifying and allocating costs,
- (ii) unless otherwise agreed to by both parties hereto, the system-wide postage stamp rate for FTS-2 service to the Market Area,
- (iii) the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost-of-service methodology, and
- (iv) the methodology of allocating the operation and maintenance ("O&M") costs between Rate Schedules FTS-1 and FTS-2; provided, however, that without waiving its Final Rate Cap under this section (h)(iv), and with respect to the allocation of administrative and general ("A&G") expenses only, a Shipper may challenge, on a prospective basis only, Transporter's use of the Kansas-Nebraska methodology in the Section 4 rate case to be filed by Transporter in accordance with the Settlement approved in Docket No. RP10-21-000; and provided further, that Shipper may, without waiving its Final Rate Cap (and regardless of any position taken by Transporter), argue for any allocation methodology that allocates no more O&M costs to Rate Schedule FTS-2 than would otherwise be allocated by use of:
  - (a) the Phase III Settlement methodology for allocating all O&M costs except for A&G expenses, and
  - (b) the Kansas-Nebraska methodology for allocating A&G expenses.

[Include Section 4.4 in this Agreement only if a fuel cap is agreed to. Otherwise Section 4.4 shall read in its entirety as follows: "4.4 – Not Applicable".]

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4.4 Shipper shall provide fuel for use by Transporter, which shall be a separately stated fuel percentage. Such fuel percentage shall not exceed \_\_\_\_\_%, on an annual average basis, of the quantities received by Transporter at Shipper's Receipt Points (exclusive of fuel reimbursement) ("Fuel Rate Cap"), which Fuel Rate Cap shall be effective only for so long as a system average fuel rate is utilized for deliveries in Transporter's Market Area. Transporter agrees that it will not propose, and will oppose any proposal, to change the basis for computing the Market Area fuel reimbursement percentage from the system average fuel rate methodology.

## ARTICLE V Term of Agreement

5.1	This Agreement shall become effective		and shall continue in effect
	(include end date of primary term	and any applicable	e rollover or Right of First
Refusal details).			

- 5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and 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 For a Shipper in the business of generating and distributing electricity and who sign a Service Agreement with a term of twenty (20) years or more, in the event of the enactment of any statute or the issuance of any order, rule, or regulation by a state or federal governmental authority that changes the electric market structure in the State of Florida, Shipper shall have the right, upon three (3) years prior written notice to Transporter, to terminate that portion of the firm quantity provided for in Shipper's Service Agreement utilized for electric generation at any time after the tenth anniversary of the commencement of the primary term of the Shipper's Service Agreement.
- 5.4 Shipper may buy out of a Service Agreement for all or a portion of its transportation capacity ("MDTQ") thereunder, at any time, by paying Transporter the net present value of Shipper's remaining reservation charge obligations for such capacity, discounted at a reasonable rate to be mutually agreed upon by the parties at the time of such buy-out.
- 5.5 Notwithstanding any other provision in this Agreement, after commencement of service under this Agreement, in the event that: (1) Shipper is capable of using gas; and (2) Transporter is unable to deliver Shipper's designated volumes at the specified Delivery Point(s) and at the pressures provided for in this Agreement for a period of two consecutive days ("Service Cessation"), Shipper shall have the right to reduce the MDTQ by the volumes not delivered, without costs or penalty, by providing written notice to Transporter within forty-five (45) days of such occurrence; provided, however, that if a Service Cessation occurs more than five (5) times in any calendar year, Shipper shall have the right to terminate this Agreement by providing written notice to Transporter within forty-five (45) days of such occurrence; provided further, however, that if Transporter's failure to deliver is due to events of Transporter's force majeure as defined in Rate Schedule FTS-2, Shipper shall have the right to terminate

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or to reduce the MDTQ only in the event such *force majeure* continues for more than one hundred eighty-five (185) consecutive days of any three hundred sixty-five (365) day period.

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

- 6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-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 point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

### ARTICLE VII Notices

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

Shipper:	
	Attention:
	Telephone No.
	Fax No.

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## ARTICLE VIII Construction of Facilities

- 8.1 To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.
- 8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in <u>Transwestern Pipeline Company</u>, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

# ARTICLE IX Regulatory Authorizations and Approvals

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

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-2, 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.

[Include Section 10.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Section 10.3 shall read in its entirety as follows: "10.3 – Not Applicable".]

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10.3	In the event the service to be rendered hereunder requires the construction of facilities,			
the quantities	of gas to be delivered by Transporter to Shipper hereunder or shall be delivered to			
Shipper at	at a minimum pressure of () psig.			
	ARTICLE XI			
	Other Provisions			

[Any of the following sections may be included in Article XI of this Agreement in the event of agreement or settlement related to an expansion of Transporter's system. If any section is inapplicable, then such inapplicable section shall read in its entirety as follows: "11.\_ - Not Applicable". If all sections below are inapplicable, then Article XI shall read in its entirety as follows: "Article XI – Not Applicable".]

- 11.1 Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.
- 11.2 If service requires the construction of facilities, service pursuant to this Agreement is expressly subject to the following conditions:
  - (a) (i) The issuance, and acceptance by Transporter, of all necessary authorizations from the FERC pursuant to the Natural Gas Act or Natural Gas Policy Act permitting Transporter to construct, own and operate the Facilities and to effectuate the proposed service hereunder. All such authorizations shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.
    - (ii) Shipper shall have the right to terminate this Agreement in the event that it determines, in good faith, that a condition in the FERC authorization materially adversely affects its business and operations. If Shipper elects to terminate under this provision, it will notify Transporter in writing within fifteen (15) days of the issuance of such authorization.
  - (b) This Agreement is subject to approval of the board of directors of Transporter and receipt and acceptance by Transporter of all other approvals required to construct the Facilities, including all necessary authorizations from federal, state, local, and/or municipal agencies or other governmental authorities. All such approvals shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive

Effective: April 1, 2011

- the condition that such authority be final and/or no longer subject to appeal or rehearing.
- (c) The receipt of executed firm transportation service agreements sufficient to economically justify construction of the Facilities, if required, in Transporter's sole opinion.
- (d) So long as the FTS-2 rates are designed on an incremental basis, Shipper agrees to support the rate methodology underlying the existing FTS-2 rates for the Facilities and service rendered under this Agreement, in any proceeding before the FERC during the term of this Agreement.
- (e) Receipt by Transporter of all necessary right-of-way easements or permits in form and substance acceptable to Transporter; and
- (f) Transporter obtaining financing to construct the Facilities, in a form and under terms satisfactory to Transporter, in Transporter's sole opinion. Shipper agrees to provide reasonable cooperation in Transporter's effort to obtain financing.
- (g) The issuance and acceptance by Shipper, of all necessary federal, state or local authorizations, if any, required for Shipper to construct, own, and operate any necessary facilities; provided however, that Shipper must notify Transporter by \_\_\_\_\_ of any necessary authorizations lacking, otherwise this condition shall be deemed waived by Shipper.
- 11.3 Subject to the other provisions of this Article XI, Transporter agrees to make all reasonable efforts to obtain the necessary authorizations, financing commitments and all other approvals necessary to effectuate service under this Agreement. Shipper agrees to exercise good faith in the performance of this Agreement by supporting Transporter's efforts to obtain all necessary authorizations, financing and other approvals necessary to effectuate service under this Agreement.
- 11.4 Notwithstanding any other provision herein, at any time prior to Transporter's acceptance of all authorizations necessary to construct the Facilities, Transporter retains the right to terminate this Agreement, and to withdraw any requests or applications for regulatory approvals.
- 11.5 Shipper may elect to construct, own and operate the meter and regulation equipment and any heaters or gas conditioning facilities desired at the delivery point. If Shipper elects to construct facilities: Transporter will design and provide bid and/or construction drawings, and a material list for any Shipper-Owned facilities ("Shipper Facilities"). Shipper agrees to reimburse Transporter the fair market value for design services within fifteen (15) days of receipt of such drawings. Shipper will provide Transporter as-built drawings of the facilities constructed by Shipper within thirty (30) days after completion of project.
  - (a) Shipper agrees that all Shipper Facilities will be constructed and operated to the design and specifications provided by Transporter;

Filed: March 29, 2011

- (b) Transporter shall have the right to inspect the facilities during and after construction, including any future revisions, and reject any facilities not meeting specifications, United States Department of Transportation codes (Office of Pipeline Safety), AGA standards, applicable state requirements and Transporter's FERC Gas Tariff requirements. Shipper will notify Transporter forty-eight (48) hours in advance of beginning the construction of its facilities so that Transporter can arrange for inspection by Transporter personnel;
- (c) Shipper will construct, own, operate and maintain in good operating condition and repair (including without limitation, ordinary upkeep, and replacement and repairs whether ordinary or extraordinary in nature), the (1) meter station, (2) regulators, (3) a dehydrator and a separator with high liquid control shut-in capability; together with adequate liquid storage and secondary containment facilities, (4) all piping and fencing, and (5) a road located within the Meter Site constructed to withstand vehicular ingress and egress during all weather conditions and during all times of the year. In the event Shipper fails to maintain its facilities as described above and such failure is interfering with Transporter operations, Transporter may perform such services and bill Shipper the cost for the operation, maintenance or repair of such facilities including Transporter overhead. In the event such facilities become incapable of accurately measuring gas volumes, Transporter reserves the right to require Shipper to modify such facilities at Shipper's cost to meet the current design volume requirement;
- (d) Shipper will install any and all equipment needed to protect its facilities upstream or downstream of the Receipt Point. Shipper will maintain a minimum flow rate at which the meter will operate properly; and
- (e) Shipper agrees to provide, at no cost to Transporter, the following: requested electric service, telephone service and housing needed for Transporter to install Electronic Flow Measurement ("EFM") and communication equipment, and appropriate rights of ingress and egress to operate, maintain, check, and repair such equipment.

## ARTICLE XII Miscellaneous

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

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- (b) Shipper may also assign its rights under the Final Rate Cap but only in the event that such assignment is to third party that has a Moody's credit rating equal to or greater than that of Shipper.
- 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 JURISIDCTION.

## ARTICLE XIII Superseding Prior Service Agreements

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

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

TRANSPORTER		SHIPPER	
FLORIDA	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

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EXHIBIT A		
ТО		
RATE SCHEDULE FTS-2 SERVICE AGREEMENT		
BETWEEN		
FLORIDA GAS TRANSMISSION COMPANY, LLC		
AND		
DATED		
Contract No		
Amendment No		
Effective Date of this Evhibit Δ:		

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

(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.)

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EXHIBIT B		
ТО		
RATE SCHEDULE FTS-2 SERVICE AGREEMENT		
BETWEEN		
FLORIDA GAS TRANSMISSION COMPANY, LLC		
AND		
DATED		
Contract No		
Amendment No		
Effective Date of this Exhibit B:		

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

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[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

		EXHIBIT C	
		TO	
	RATE SCHEDULE	FTS-2 SERVICE AGE	REEMENT
	FLORIDA CAS TR	BETWEEN	DANNY LLC
	FLORIDA GAS TR	ANSMISSION COMI	PANY, LLC
		AND	
	<del></del>	DATED	<del></del>
	 Contrac	,, ct No	
		ment No	
	Effective Date of the	nis Exhibit C:	<u>-</u>
-	rties hereby agree that Exhibit A and/ B are attached hereto.	or B are revised as o	described below and revised Exhibit A
[Mark	the applicable section(s) below for each	ch amendment num	nber.]
	Realignment of Points [summarize the changes to points]		
	Contract Quantity [summarize the changes to MDQ/MI	OTQ]	
	Administrative Contract Consolidatio [list each service agreement number rights]		OTQ, termination date and extension
	TRANSPORTER		SHIPPER
FLORID	OA GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)	-	(Please type or print name)
Title		Title	
Date		Date	

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[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

#### [FORM OF ]SERVICE AGREEMENT

### Firm Transportation Service - Market Area Rate Schedule FTS-2

Contract No
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(e) of Rate Schedule FTS-2, insert the following paragraph:]
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and
collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule FTS-2 which is incorporated herein by reference,]
WITNESSETH
[Insert applicable WHEREAS clauses for background and informational purposes not to include binding consideration]
NOW THEREFORE, in consideration of the premises and of the mutual covenants and

#### ARTICLE I Definitions

agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and

Shipper do covenant and agree as follows:

[Include the information below in Article I of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article I shall read in its entirety as follows: "Article I - Not Applicable".]

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

- 1.1 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC and as may be 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.
- 1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.
- 1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

## ARTICLE II Quantity

- 2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.
- 2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-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 in Article IV herein.
- 3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

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## ARTICLE IV Rates and Terms and Conditions of Service

- 4.1 This Agreement in all respects shall be and remain subject to the provisions of Rate Schedule FTS-2 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-2, (b) Rate Schedule FTS-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-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.

[Include Section 4.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system and agreement as to a Final Rate Cap. Otherwise Section 4.3 shall read in its entirety as follows: "4.3 – Not Applicable".]

4.3 Notwithstanding Section 4.1 above, as of the In-Service Date and during the primary term of this Agreement, Shipper shall pay Transporter, for all services rendered hereunder, the lower of: (1) the rates established under Transporter's Rate Schedule FTS-2 (inclusive of all applicable surcharges), as filed with and approved by the FERC and as said Rate Schedule may hereafter be legally amended or superseded, or (2) the Final Rate Cap as determined below: The Base Rate Cap shall be as follows: \$\_\_\_\_\_/MMBtu/d as of [insert date]. (a) (b) The Base Rate Cap assumes the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost of service methodology. For purposes of this section with respect to this Agreement, a "levelized rate" shall mean a rate designed by adjusting the annual depreciation expense such that it results in a levelized annual cost of service. (c) The Base Rate Cap is stated in nominal dollars, and shall exclude all applicable surcharges and fuel. (d) [If an escalator is agreed to:] Beginning on \_\_\_\_\_, and annually thereafter

("Escalation Date"), the Base Rate Cap then in effect shall be escalated in

accordance with the following formula; provided that in no event shall the Base Rate Cap, as it may be escalated pursuant to this subsection (d), exceed \$0.\_\_\_\_ per MMBtu. On each Escalation Date, the Base Rate Cap to be effective for the

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subsequent twelve (12) month period shall be the sum of: (i) 0.70 multiplied by the Prior Base Rate Cap, which is defined herein as the Base Rate Cap that was effective for the twelve (12) month period immediately preceding the Escalation Date, and (ii) 0.30 multiplied by the Prior Base Rate Cap, which product shall be escalated (but not decreased) by multiplying it by a fraction, wherein the numerator shall be the GNP Implicit Price Deflator, as set forth in the most recent publication of Survey of Current Business published by the U.S. Department of Commerce ("GNP Deflator") (or any substitute index that the parties mutually agree to in writing), for the most recent calendar quarter published in the Survey of Current Business as of the Escalation Date ("Numerator Calendar Quarter"), and the denominator shall be the GNP Deflator for the calendar quarter preceding the Numerator Calendar Quarter by one calendar year.

- (e) (i) For any billing month, the Final Rate Cap (stated on a per unit basis) shall be determined by adding the Base Rate Cap and an amount equal to the aggregate of the applicable surcharges (as defined in section (e)(ii) below).
  - (ii) The type of surcharges contemplated under Rate Schedule FTS-2 to be included in the calculation of the Final Rate Cap are applicable surcharges, such as ACA, fuel, and Capital surcharges; provided, however, Transporter shall not collect under this Agreement any surcharge associated with GRI, Gas Supply Realignment ("GSR"), the recovery of take-or-pay costs or gas purchase reformation costs, FERC Account No. 191 costs ("restructuring costs"), or any similar surcharge associated with the restructuring of Transporter's merchant service under orders in FERC Docket No. RS92-16-000 or similar proceedings, or any separately stated surcharge related to the recovery of restructuring costs of any upstream provider of transportation or sales services to Transporter.
- (f) If, at any time during the primary term of this Agreement, the effective rate that Transporter is authorized by the FERC to charge Shipper, including surcharges, exceeds the Final Rate Cap, then Transporter shall discount such authorized FERC rate down to the Final Rate Cap in accordance with the order of discounting provided for in Transporter's FERC Gas Tariff.
- (g) Unless otherwise mutually agreed by the parties, after the expiration of the primary term of this Agreement, Shipper shall pay Transporter the rates established under Transporter's Rate Schedule FTS-2, as filed with and approved by the FERC.
- (h) If Shipper proposes or supports a change in the rate design methodologies on which the currently effective FTS-2 rates are based, as set forth in Sections III.2.c

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and d, and III.3.b of the Phase III Settlement, and such proposals or changes are approved by a final non-appealable order, the Final Rate Cap shall be deemed waived. Notwithstanding the foregoing, if Transporter proposes, or any other party proposes and Transporter either supports or does not oppose, a change to any of such rate design methodologies in any Section 4 or Section 5 proceeding, then Shipper may take a position on that particular rate design methodology in that proceeding, whether or not consistent with the position taken by Transporter, without waiving the Final Rate Cap, and unless otherwise agreed by Transporter and Shipper, approval of such a proposed change in the rate design methodology by a final non-appealable order, in such Section 4 or Section 5 proceeding, shall not affect the continuing applicability of the Final Rate Cap. Specifically, the rate design methodologies referenced in this section (h) are as follows:

- (i) the straight fixed variable method of rate design, and of classifying and allocating costs,
- (ii) unless otherwise agreed to by both parties hereto, the system-wide postage stamp rate for FTS-2 service to the Market Area,
- (iii) the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost-of-service methodology, and
- (iv) the methodology of allocating the operation and maintenance ("O&M") costs between Rate Schedules FTS-1 and FTS-2; provided, however, that without waiving its Final Rate Cap under this section (h)(iv), and with respect to the allocation of administrative and general ("A&G") expenses only, a Shipper may challenge, on a prospective basis only, Transporter's use of the Kansas-Nebraska methodology in the Section 4 rate case to be filed by Transporter in accordance with Article XI of the Settlement approved by the FERC in Docket No. RPO4-12; and provided further, that Shipper may, without waiving its Final Rate Cap (and regardless of any position taken by Transporter), argue for any allocation methodology that allocates no more O&M costs to Rate Schedule FTS-2 than would otherwise be allocated by use of:
  - (a) the Phase III Settlement methodology for allocating all O&M costs except for A&G expenses, and
  - (b) the Kansas-Nebraska methodology for allocating A&G expenses.

[Include Section 4.4 in this Agreement only if a fuel cap is agreed to. Otherwise Section 4.4 shall read in its entirety as follows: "4.4 – Not Applicable".]

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4.4 Shipper shall provide fuel for use by Transporter, which shall be a separately stated fuel percentage. Such fuel percentage shall not exceed \_\_\_\_\_%, on an annual average basis, of the quantities received by Transporter at Shipper's Receipt Points (exclusive of fuel reimbursement) ("Fuel Rate Cap"), which Fuel Rate Cap shall be effective only for so long as a system average fuel rate is utilized for deliveries in Transporter's Market Area. Transporter agrees that it will not propose, and will oppose any proposal, to change the basis for computing the Market Area fuel reimbursement percentage from the system average fuel rate methodology.

## ARTICLE V Term of Agreement

5.1	This Agreement shall become effective _	and shall continue in effect
	(include end date of primary term a	and any applicable rollover or Right of First
Refusal details).		

- 5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and 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 For a Shipper in the business of generating and distributing electricity and who sign a Service Agreement with a term of twenty (20) years or more, in the event of the enactment of any statute or the issuance of any order, rule, or regulation by a state or federal governmental authority that changes the electric market structure in the State of Florida, Shipper shall have the right, upon three (3) years prior written notice to Transporter, to terminate that portion of the firm quantity provided for in Shipper's Service Agreement utilized for electric generation at any time after the tenth anniversary of the commencement of the primary term of the Shipper's Service Agreement.
- 5.4 Shipper may buy out of a Service Agreement for all or a portion of its transportation capacity ("MDTQ") thereunder, at any time, by paying Transporter the net present value of Shipper's remaining reservation charge obligations for such capacity, discounted at a reasonable rate to be mutually agreed upon by the parties at the time of such buy-out.
- 5.5 Notwithstanding any other provision in this Agreement, after commencement of service under this Agreement, in the event that: (1) Shipper is capable of using gas; and (2) Transporter is unable to deliver Shipper's designated volumes at the specified Delivery Point(s) and at the pressures provided for in this Agreement for a period of two consecutive days ("Service Cessation"), Shipper shall have the right to reduce the MDTQ by the volumes not delivered, without costs or penalty, by providing written notice to Transporter within forty-five (45) days of such occurrence; provided, however, that if a Service Cessation occurs more than five (5) times in any calendar year, Shipper shall have the right to terminate this Agreement by providing written notice to Transporter within forty-five (45) days of such occurrence; provided further, however, that if Transporter's failure to deliver is due to events of Transporter's force majeure as defined in Rate Schedule FTS-2, Shipper shall have the right to terminate

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or to reduce the MDTQ only in the event such *force majeure* continues for more than one hundred eighty-five (185) consecutive days of any three hundred sixty-five (365) day period.

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

- 6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-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 point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

### ARTICLE VII Notices

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

Shipper:	
	Attention:
	Telephone No.
	Fax No.

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### ARTICLE VIII Construction of Facilities

- 8.1 To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.
- 8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

# ARTICLE IX Regulatory Authorizations and Approvals

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

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-2, 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.

[Include Section 10.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Section 10.3 shall read in its entirety as follows: "10.3 – Not Applicable".]

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10.3	In the event the service to be rendered hereunder requires the construction of facilities,
the quantities	of gas to be delivered by Transporter to Shipper hereunder or shall be delivered to
Shipper at	at a minimum pressure of () psig.
	ARTICLE XI
	Other Provisions

[Any of the following sections may be included in Article XI of this Agreement in the event of agreement or settlement related to an expansion of Transporter's system. If any section is inapplicable, then such inapplicable section shall read in its entirety as follows: "11.\_ - Not Applicable". If all sections below are inapplicable, then Article XI shall read in its entirety as follows: "Article XI – Not Applicable".]

- 11.1 Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.
- 11.2 If service requires the construction of facilities, service pursuant to this Agreement is expressly subject to the following conditions:
  - (a) (i) The issuance, and acceptance by Transporter, of all necessary authorizations from the FERC pursuant to the Natural Gas Act or Natural Gas Policy Act permitting Transporter to construct, own and operate the Facilities and to effectuate the proposed service hereunder. All such authorizations shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.
    - (ii) Shipper shall have the right to terminate this Agreement in the event that it determines, in good faith, that a condition in the FERC authorization materially adversely affects its business and operations. If Shipper elects to terminate under this provision, it will notify Transporter in writing within fifteen (15) days of the issuance of such authorization.
  - (b) This Agreement is subject to approval of the board of directors of Transporter and receipt and acceptance by Transporter of all other approvals required to construct the Facilities, including all necessary authorizations from federal, state, local, and/or municipal agencies or other governmental authorities. All such approvals shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive

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- the condition that such authority be final and/or no longer subject to appeal or rehearing.
- (c) The receipt of executed firm transportation service agreements sufficient to economically justify construction of the Facilities, if required, in Transporter's sole opinion.
- (d) So long as the FTS-2 rates are designed on an incremental basis, Shipper agrees to support the rate methodology underlying the existing FTS-2 rates for the Facilities and service rendered under this Agreement, in any proceeding before the FERC during the term of this Agreement.
- (e) Receipt by Transporter of all necessary right-of-way easements or permits in form and substance acceptable to Transporter; and
- (f) Transporter obtaining financing to construct the Facilities, in a form and under terms satisfactory to Transporter, in Transporter's sole opinion. Shipper agrees to provide reasonable cooperation in Transporter's effort to obtain financing.
- (g) The issuance and acceptance by Shipper, of all necessary federal, state or local authorizations, if any, required for Shipper to construct, own, and operate any necessary facilities; provided however, that Shipper must notify Transporter by \_\_\_\_\_ of any necessary authorizations lacking, otherwise this condition shall be deemed waived by Shipper.
- 11.3 Subject to the other provisions of this Article XI, Transporter agrees to make all reasonable efforts to obtain the necessary authorizations, financing commitments and all other approvals necessary to effectuate service under this Agreement. Shipper agrees to exercise good faith in the performance of this Agreement by supporting Transporter's efforts to obtain all necessary authorizations, financing and other approvals necessary to effectuate service under this Agreement.
- 11.4 Notwithstanding any other provision herein, at any time prior to Transporter's acceptance of all authorizations necessary to construct the Facilities, Transporter retains the right to terminate this Agreement, and to withdraw any requests or applications for regulatory approvals.
- 11.5 Shipper may elect to construct, own and operate the meter and regulation equipment and any heaters or gas conditioning facilities desired at the delivery point. If Shipper elects to construct facilities: Transporter will design and provide bid and/or construction drawings, and a material list for any Shipper-Owned facilities ("Shipper Facilities"). Shipper agrees to reimburse Transporter the fair market value for design services within fifteen (15) days of receipt of such drawings. Shipper will provide Transporter as-built drawings of the facilities constructed by Shipper within thirty (30) days after completion of project.
  - (a) Shipper agrees that all Shipper Facilities will be constructed and operated to the design and specifications provided by Transporter;

Filed: March 1, 2011

- (b) Transporter shall have the right to inspect the facilities during and after construction, including any future revisions, and reject any facilities not meeting specifications, United States Department of Transportation codes (Office of Pipeline Safety), AGA standards, applicable state requirements and Transporter's FERC Gas Tariff requirements. Shipper will notify Transporter forty-eight (48) hours in advance of beginning the construction of its facilities so that Transporter can arrange for inspection by Transporter personnel;
- (c) Shipper will construct, own, operate and maintain in good operating condition and repair (including without limitation, ordinary upkeep, and replacement and repairs whether ordinary or extraordinary in nature), the (1) meter station, (2) regulators, (3) a dehydrator and a separator with high liquid control shut-in capability; together with adequate liquid storage and secondary containment facilities, (4) all piping and fencing, and (5) a road located within the Meter Site constructed to withstand vehicular ingress and egress during all weather conditions and during all times of the year. In the event Shipper fails to maintain its facilities as described above and such failure is interfering with Transporter operations, Transporter may perform such services and bill Shipper the cost for the operation, maintenance or repair of such facilities including Transporter overhead. In the event such facilities become incapable of accurately measuring gas volumes, Transporter reserves the right to require Shipper to modify such facilities at Shipper's cost to meet the current design volume requirement;
- (d) Shipper will install any and all equipment needed to protect its facilities upstream or downstream of the Receipt Point. Shipper will maintain a minimum flow rate at which the meter will operate properly; and
- (e) Shipper agrees to provide, at no cost to Transporter, the following: requested electric service, telephone service and housing needed for Transporter to install Electronic Flow Measurement ("EFM") and communication equipment, and appropriate rights of ingress and egress to operate, maintain, check, and repair such equipment.

### ARTICLE XII Miscellaneous

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

Filed: March 1, 2011 Effective: April 1, 2011

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- (b) Shipper may also assign its rights under the Final Rate Cap but only in the event that such assignment is to third party that has a Moody's credit rating equal to or greater than that of Shipper.
- 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 JURISIDCTION.

# ARTICLE XIII Superseding Prior Service Agreements

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

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

	TRANSPORTER		SHIPPER
FLORIDA	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

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Filed: March 1, 2011 Effective: April 1, 2011

Part VII Form of Service Agreements Rate Schedule FTS-2 Version 2.0.0

EXHIBIT A
ТО
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No
Amendment No
Effective Date of this Exhibit A:

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

(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.)

Filed: March 1, 2011 Effective: April 1, 2011

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EXHIBIT B
ТО
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No
Amendment No
Effective Date of this Exhibit B:

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

Filed: March 1, 2011 Effective: April 1, 2011

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[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

		EXHIBIT C	
		ТО	
	RATE SCHED	ULE FTS-2 SERVICE AG	REEMENT
	FLODIDA CA	BETWEEN	IDANIV II C
	FLORIDA GAS	S TRANSMISSION COM AND	PANY, LLC
		AND	
		DATED	<del></del>
	 Con	tract No,	<del></del>
		endment No	
	Effective Date	of this Exhibit C:	
-	arties hereby agree that Exhibit A a r B are attached hereto.	nd/or B are revised as	described below and revised Exhibit A
[Mark	the applicable section(s) below for	each amendment nur	mber.]
	Realignment of Points [summarize the changes to point	s]	
	Contract Quantity [summarize the changes to MDQ	/MDTQ]	
	Administrative Contract Consolid [list each service agreement num rights]		DTQ, termination date and extension
	TRANSPORTER		SHIPPER
FLORII	DA GAS TRANSMISSION COMPANY,	LLC	
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

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Filed: March 1, 2011 Effective: April 1, 2011

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[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

#### [FORM OF ]SERVICE AGREEMENT

#### Firm Transportation Service - Market Area Rate Schedule FTS-2

Contract No. \_\_\_\_\_ THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and \_\_\_\_\_ (herein called "Shipper"), [or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(e) of Rate Schedule FTS-2, insert the following paragraph:] THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and \_\_\_\_\_\_, as agent, for ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule FTS-2 which is incorporated herein by reference,] WITNESSETH [Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration] 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** 

[Include the information below in Article I of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article I shall read in its entirety as follows: "Article I - Not Applicable".]

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

- 1.1 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC and as may be 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.
- 1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.
- 1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

## ARTICLE II Quantity

- 2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.
- 2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-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 in Article IV herein.
- 3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

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## ARTICLE IV Rates and Terms and Conditions of Service

- 4.1 This Agreement in all respects shall be and remain subject to the provisions of Rate Schedule FTS-2 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-2, (b) Rate Schedule FTS-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-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.

[Include Section 4.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system and agreement as to a Final Rate Cap. Otherwise Section 4.3 shall read in its entirety as follows: "4.3 – Not Applicable".]

4.3 Notwithstanding Section 4.1 above, as of the In-Service Date and during the primary term of this Agreement, Shipper shall pay Transporter, for all services rendered hereunder, the lower of: (1) the rates established under Transporter's Rate Schedule FTS-2 (inclusive of all applicable surcharges), as filed with and approved by the FERC and as said Rate Schedule may hereafter be legally amended or superseded, or (2) the Final Rate Cap as determined below: The Base Rate Cap shall be as follows: \$\_\_\_\_\_/MMBtu/d as of [insert date]. (a) (b) The Base Rate Cap assumes the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost of service methodology. For purposes of this section with respect to this Agreement, a "levelized rate" shall mean a rate designed by adjusting the annual depreciation expense such that it results in a levelized annual cost of service. (c) The Base Rate Cap is stated in nominal dollars, and shall exclude all applicable surcharges and fuel. (d) [If an escalator is agreed to:] Beginning on \_\_\_\_\_, and annually thereafter ("Escalation Date"), the Base Rate Cap then in effect shall be escalated in accordance with the following formula; provided that in no event shall the Base

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Rate Cap, as it may be escalated pursuant to this subsection (d), exceed \$0.\_\_\_\_ per MMBtu. On each Escalation Date, the Base Rate Cap to be effective for the

subsequent twelve (12) month period shall be the sum of: (i) 0.70 multiplied by the Prior Base Rate Cap, which is defined herein as the Base Rate Cap that was effective for the twelve (12) month period immediately preceding the Escalation Date, and (ii) 0.30 multiplied by the Prior Base Rate Cap, which product shall be escalated (but not decreased) by multiplying it by a fraction, wherein the numerator shall be the GNP Implicit Price Deflator, as set forth in the most recent publication of Survey of Current Business published by the U.S. Department of Commerce ("GNP Deflator") (or any substitute index that the parties mutually agree to in writing), for the most recent calendar quarter published in the Survey of Current Business as of the Escalation Date ("Numerator Calendar Quarter"), and the denominator shall be the GNP Deflator for the calendar quarter preceding the Numerator Calendar Quarter by one calendar year.

- (e) (i) For any billing month, the Final Rate Cap (stated on a per unit basis) shall be determined by adding the Base Rate Cap and an amount equal to the aggregate of the applicable surcharges (as defined in section (e)(ii) below).
  - (ii) The type of surcharges contemplated under Rate Schedule FTS-2 to be included in the calculation of the Final Rate Cap are applicable surcharges, such as ACA, fuel, and Capital surcharges; provided, however, Transporter shall not collect under this Agreement any surcharge associated with GRI, Gas Supply Realignment ("GSR"), the recovery of take-or-pay costs or gas purchase reformation costs, FERC Account No. 191 costs ("restructuring costs"), or any similar surcharge associated with the restructuring of Transporter's merchant service under orders in FERC Docket No. RS92-16-000 or similar proceedings, or any separately stated surcharge related to the recovery of restructuring costs of any upstream provider of transportation or sales services to Transporter.
- (f) If, at any time during the primary term of this Agreement, the effective rate that Transporter is authorized by the FERC to charge Shipper, including surcharges, exceeds the Final Rate Cap, then Transporter shall discount such authorized FERC rate down to the Final Rate Cap in accordance with the order of discounting provided for in Transporter's FERC Gas Tariff.
- (g) Unless otherwise mutually agreed by the parties, after the expiration of the primary term of this Agreement, Shipper shall pay Transporter the rates established under Transporter's Rate Schedule FTS-2, as filed with and approved by the FERC.
- (h) If Shipper proposes or supports a change in the rate design methodologies on which the currently effective FTS-2 rates are based, as set forth in Sections III.2.c

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and d, and III.3.b of the Phase III Settlement, and such proposals or changes are approved by a final non-appealable order, the Final Rate Cap shall be deemed waived. Notwithstanding the foregoing, if Transporter proposes, or any other party proposes and Transporter either supports or does not oppose, a change to any of such rate design methodologies in any Section 4 or Section 5 proceeding, then Shipper may take a position on that particular rate design methodology in that proceeding, whether or not consistent with the position taken by Transporter, without waiving the Final Rate Cap, and unless otherwise agreed by Transporter and Shipper, approval of such a proposed change in the rate design methodology by a final non-appealable order, in such Section 4 or Section 5 proceeding, shall not affect the continuing applicability of the Final Rate Cap. Specifically, the rate design methodologies referenced in this section (h) are as follows:

- (i) the straight fixed variable method of rate design, and of classifying and allocating costs,
- (ii) unless otherwise agreed to by both parties hereto, the system-wide postage stamp rate for FTS-2 service to the Market Area,
- (iii) the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost-of-service methodology, and
- (iv) the methodology of allocating the operation and maintenance ("O&M") costs between Rate Schedules FTS-1 and FTS-2; provided, however, that without waiving its Final Rate Cap under this section (h)(iv), and with respect to the allocation of administrative and general ("A&G") expenses only, a Shipper may challenge, on a prospective basis only, Transporter's use of the Kansas-Nebraska methodology in the Section 4 rate case to be filed by Transporter in accordance with Article XI of the Settlement approved by the FERC in Docket No. RP04-12; and provided further, that Shipper may, without waiving its Final Rate Cap (and regardless of any position taken by Transporter), argue for any allocation methodology that allocates no more O&M costs to Rate Schedule FTS-2 than would otherwise be allocated by use of:
  - (a) the Phase III Settlement methodology for allocating all O&M costs except for A&G expenses, and
  - (b) the Kansas-Nebraska methodology for allocating A&G expenses.

[Include Section 4.4 in this Agreement only if a fuel cap is agreed to. Otherwise Section 4.4 shall read in its entirety as follows: "4.4 – Not Applicable".]

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4.4 Shipper shall provide fuel for use by Transporter, which shall be a separately stated fuel percentage. Such fuel percentage shall not exceed \_\_\_\_%, on an annual average basis, of the quantities received by Transporter at Shipper's Receipt Points (exclusive of fuel reimbursement) ("Fuel Rate Cap"), which Fuel Rate Cap shall be effective only for so long as a system average fuel rate is utilized for deliveries in Transporter's Market Area. Transporter agrees that it will not propose, and will oppose any proposal, to change the basis for computing the Market Area fuel reimbursement percentage from the system average fuel rate methodology.

## ARTICLE V Term of Agreement

5.1	This Agreement shall become effective	 and shall continue in effect
 	·	

- 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, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and 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 For a Shipper in the business of generating and distributing electricity and who sign a Service Agreement with a term of twenty (20) years or more, in the event of the enactment of any statute or the issuance of any order, rule, or regulation by a state or federal governmental authority that changes the electric market structure in the State of Florida, Shipper shall have the right, upon three (3) years prior written notice to Transporter, to terminate that portion of the firm quantity provided for in Shipper's Service Agreement utilized for electric generation at any time after the tenth anniversary of the commencement of the primary term of the Shipper's Service Agreement.
- 5.4 Shipper may buy out of a Service Agreement for all or a portion of its transportation capacity ("MDTQ") thereunder, at any time, by paying Transporter the net present value of Shipper's remaining reservation charge obligations for such capacity, discounted at a reasonable rate to be mutually agreed upon by the parties at the time of such buy-out.
- 5.5 Notwithstanding any other provision in this Agreement, after commencement of service under this Agreement, in the event that: (1) Shipper is capable of using gas; and (2) Transporter is unable to deliver Shipper's designated volumes at the specified Delivery Point(s) and at the pressures provided for in this Agreement for a period of two consecutive days ("Service Cessation"), Shipper shall have the right to reduce the MDTQ by the volumes not delivered, without costs or penalty, by providing written notice to Transporter within forty-five (45) days of such occurrence; provided, however, that if a Service Cessation occurs more than five (5) times in any calendar year, Shipper shall have the right to terminate this Agreement by providing written notice to Transporter within forty-five (45) days of such occurrence; provided further, however, that if Transporter's failure to deliver is due to events of Transporter's force majeure as defined in Rate Schedule FTS-2, Shipper shall have the right to terminate

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or to reduce the MDTQ only in the event such *force majeure* continues for more than one hundred eighty-five (185) consecutive days of any three hundred sixty-five (365) day period.

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

- 6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-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 point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

### ARTICLE VII Notices

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

Shipper:	
	Attention:
	Telephone No.
	Fax No.

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### ARTICLE VIII Construction of Facilities

- 8.1 To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.
- 8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in <u>Transwestern Pipeline Company</u>, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

# ARTICLE IX Regulatory Authorizations and Approvals

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

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-2, 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.

[Include Section 10.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Section 10.3 shall read in its entirety as follows: "10.3 – Not Applicable".]

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10.3	In the event the service to be rendered hereunder requires the construction of facilities,
the quantities	of gas to be delivered by Transporter to Shipper hereunder or shall be delivered to
Shipper at	at a minimum pressure of () psig.
	ARTICLE XI
	Other Provisions

[Any of the following sections may be included in Article XI of this Agreement in the event of agreement or settlement related to an expansion of Transporter's system. If any section is inapplicable, then such inapplicable section shall read in its entirety as follows: "11.\_ - Not Applicable". If all sections below are inapplicable, then Article XI shall read in its entirety as follows: "Article XI – Not Applicable".]

- 11.1 Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.
- 11.2 If service requires the construction of facilities, service pursuant to this Agreement is expressly subject to the following conditions:
  - (a) (i) The issuance, and acceptance by Transporter, of all necessary authorizations from the FERC pursuant to the Natural Gas Act or Natural Gas Policy Act permitting Transporter to construct, own and operate the Facilities and to effectuate the proposed service hereunder. All such authorizations shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.
    - (ii) Shipper shall have the right to terminate this Agreement in the event that it determines, in good faith, that a condition in the FERC authorization materially adversely affects its business and operations. If Shipper elects to terminate under this provision, it will notify Transporter in writing within fifteen (15) days of the issuance of such authorization.
  - (b) This Agreement is subject to approval of the board of directors of Transporter and receipt and acceptance by Transporter of all other approvals required to construct the Facilities, including all necessary authorizations from federal, state, local, and/or municipal agencies or other governmental authorities. All such approvals shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive

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- the condition that such authority be final and/or no longer subject to appeal or rehearing.
- (c) The receipt of executed firm transportation service agreements sufficient to economically justify construction of the Facilities, if required, in Transporter's sole opinion.
- (d) So long as the FTS-2 rates are designed on an incremental basis, Shipper agrees to support the rate methodology underlying the existing FTS-2 rates for the Facilities and service rendered under this Agreement, in any proceeding before the FERC during the term of this Agreement.
- (e) Receipt by Transporter of all necessary right-of-way easements or permits in form and substance acceptable to Transporter; and
- (f) Transporter obtaining financing to construct the Facilities, in a form and under terms satisfactory to Transporter, in Transporter's sole opinion. Shipper agrees to provide reasonable cooperation in Transporter's effort to obtain financing.
- (g) The issuance and acceptance by Shipper, of all necessary federal, state or local authorizations, if any, required for Shipper to construct, own, and operate any necessary facilities; provided however, that Shipper must notify Transporter by \_\_\_\_\_\_ of any necessary authorizations lacking, otherwise this condition shall be deemed waived by Shipper.
- 11.3 Subject to the other provisions of this Article XI, Transporter agrees to make all reasonable efforts to obtain the necessary authorizations, financing commitments and all other approvals necessary to effectuate service under this Agreement. Shipper agrees to exercise good faith in the performance of this Agreement by supporting Transporter's efforts to obtain all necessary authorizations, financing and other approvals necessary to effectuate service under this Agreement.
- 11.4 Notwithstanding any other provision herein, at any time prior to Transporter's acceptance of all authorizations necessary to construct the Facilities, Transporter retains the right to terminate this Agreement, and to withdraw any requests or applications for regulatory approvals.
- 11.5 Shipper may elect to construct, own and operate the meter and regulation equipment and any heaters or gas conditioning facilities desired at the delivery point. If Shipper elects to construct facilities: Transporter will design and provide bid and/or construction drawings, and a material list for any Shipper-Owned facilities ("Shipper Facilities"). Shipper agrees to reimburse Transporter the fair market value for design services within fifteen (15) days of receipt of such drawings. Shipper will provide Transporter as-built drawings of the facilities constructed by Shipper within thirty (30) days after completion of project.
  - (a) Shipper agrees that all Shipper Facilities will be constructed and operated to the design and specifications provided by Transporter;

Filed: December 30, 2010

- (b) Transporter shall have the right to inspect the facilities during and after construction, including any future revisions, and reject any facilities not meeting specifications, United States Department of Transportation codes (Office of Pipeline Safety), AGA standards, applicable state requirements and Transporter's FERC Gas Tariff requirements. Shipper will notify Transporter forty-eight (48) hours in advance of beginning the construction of its facilities so that Transporter can arrange for inspection by Transporter personnel;
- (c) Shipper will construct, own, operate and maintain in good operating condition and repair (including without limitation, ordinary upkeep, and replacement and repairs whether ordinary or extraordinary in nature), the (1) meter station, (2) regulators, (3) a dehydrator and a separator with high liquid control shut-in capability; together with adequate liquid storage and secondary containment facilities, (4) all piping and fencing, and (5) a road located within the Meter Site constructed to withstand vehicular ingress and egress during all weather conditions and during all times of the year. In the event Shipper fails to maintain its facilities as described above and such failure is interfering with Transporter operations, Transporter may perform such services and bill Shipper the cost for the operation, maintenance or repair of such facilities including Transporter overhead. In the event such facilities become incapable of accurately measuring gas volumes, Transporter reserves the right to require Shipper to modify such facilities at Shipper's cost to meet the current design volume requirement;
- (d) Shipper will install any and all equipment needed to protect its facilities upstream or downstream of the Receipt Point. Shipper will maintain a minimum flow rate at which the meter will operate properly; and
- (e) Shipper agrees to provide, at no cost to Transporter, the following: requested electric service, telephone service and housing needed for Transporter to install Electronic Flow Measurement ("EFM") and communication equipment, and appropriate rights of ingress and egress to operate, maintain, check, and repair such equipment.

### ARTICLE XII Miscellaneous

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

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- (b) Shipper may also assign its rights under the Final Rate Cap but only in the event that such assignment is to third party that has a Moody's credit rating equal to or greater than that of Shipper.
- 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 JURISIDCTION.

# ARTICLE XIII Superseding Prior Service Agreements

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

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

	TRANSPORTER		SHIPPER
FLORIDA	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

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Part VII Form of Service Agreements Rate Schedule FTS-2 Version 1.0.0

EXHIBIT A
TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No
Amendment No
Effective Date of this Exhibit A:

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

(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.)

Part VII Form of Service Agreements Rate Schedule FTS-2 Version 1.0.0

EXHIBIT B
TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No
Amendment No
Effective Date of this Exhibit B:

EVI UDIT D

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

		IBIT C	
	RATE SCHEDULE FTS-2	TO 2 SERVICE AG WEEN	REEMENT
	FLORIDA GAS TRANSN		PANY, LLC
	DA	TED	
	Contract No. Amendment Effective Date of this Ext	No	_
The parties hereby and/or B are attac		re revised as	described below and revised Exhibit A
[Mark the applicat	ole section(s) below for each am	endment nun	nber.]
-	nt of Points te the changes to points]		
Contract C [summariz	cuantity te the changes to MDQ/MDTQ]		
	ntive Contract Consolidation ervice agreement number with	associated M	DTQ, termination date and extension
TR	ANSPORTER		SHIPPER
FLORIDA GAS TRAI	NSMISSION COMPANY, LLC		
Ву		Ву	
(Please	type or print name)		(Please type or print name)
Title		Title	
Date		Date	

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Part VII Form of Service Agreements Rate Schedule FTS-2 Version 0.1.0

### FORM OF SERVICE AGREEMENT Applicable to Agreements Executed After April 1, 2002 Firm Transportation Service - Market Area FTS-2

THIS AGREEMENT entered into thisday of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
[or, when applicable, THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and
collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule FTS-2 which is incorporated herein by reference,]
WITNESSETH
WHEREAS, Shipper is interested in obtaining firm transportation service from Transporter and Transporter is willing to provide firm transportation service to Shipper; and
WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.
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-2, the following terms when used herein shall have the meanings set forth below:
1.1 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC and as may be 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.
1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.

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1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

## ARTICLE II Quantity

- 2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.
- 2.2 Upon the effective date (or the In-Service Date, in the event Facilities are required to be constructed), Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-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 in Article IV herein.
- 3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

# ARTICLE IV Rates and Terms and Conditions of Service

- 4.1 This Agreement in all respects shall be and remain subject to the provisions of Rate Schedule FTS-2 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-2,

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Part VII Form of Service Agreements Rate Schedule FTS-2 Version 0.1.0

(b) Rate Schedule FTS-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-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.

[In the event of agreement or settlement related to an expansion of Transporter's system:]

- 4.3 Notwithstanding Section 4.1 above, as of the in-service date and during the primary term of this Agreement, Shipper shall pay Transporter, for all services rendered hereunder, the lower of: (1) the rates established under Transporter's Rate Schedule FTS-2 (inclusive of all applicable surcharges), as filed with and approved by the FERC and as said Rate Schedule may hereafter be legally amended or superseded, or (2) the Final Rate Cap as determined below:
  - (a) The Base Rate Cap shall be as follows: \$\_\_\_\_\_/MMBtu/d
  - (b) The Base Rate Cap assumes the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost of service methodology. For purposes of this section with respect to this Agreement, a "levelized rate" shall mean a rate designed by adjusting the annual depreciation expense such that it results in a levelized annual cost of service.
  - (c) The Base Rate Cap is stated in nominal dollars, and shall exclude all applicable surcharges and fuel.
  - (d) [If an escalator is agreed to:] Beginning on \_\_\_\_\_, and annually thereafter ("Escalation Date"), the Base Rate Cap then in effect shall be escalated in accordance with the following formula; provided that in no event shall the Base Rate Cap, as it may be escalated pursuant to this subsection (d), exceed \$0.\_\_\_ per MMBtu. On each Escalation Date, the Base Rate Cap to be effective for the subsequent twelve (12) month period shall be the sum of: (i) 0.70 multiplied by the Prior Base Rate Cap, which is defined herein as the Base Rate Cap that was effective for the twelve (12) month period immediately preceding the Escalation Date, and (ii) 0.30 multiplied by the Prior Base Rate Cap, which product shall be escalated (but not decreased) by multiplying it by a fraction, wherein the numerator shall be the GNP Implicit Price Deflator, as set forth in the most recent publication of Survey of Current Business published by the U.S. Department of Commerce ("GNP Deflator") (or any substitute index that the parties mutually agree to in writing), for the most recent calendar quarter published in the Survey of Current Business as of the Escalation Date ("Numerator Calendar Quarter"), and the denominator shall be the GNP

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Deflator for the calendar quarter preceding the Numerator Calendar Quarter by one calendar year.

- (e) (i) For any billing month, the Final Rate Cap (stated on a per unit basis) shall be determined by adding the Base Rate Cap and an amount equal to the aggregate of the applicable surcharges (as defined in section (e)(ii) below).
  - (ii) The type of surcharges contemplated under Rate Schedule FTS-2 to be included in the calculation of the Final Rate Cap are applicable surcharges, such as ACA, fuel, and Capital surcharges; provided, however, Transporter shall not collect under this Agreement any surcharge associated with GRI, Gas Supply Realignment ("GSR"), the recovery of take-or-pay costs or gas purchase reformation costs, FERC Account No. 191 costs ("restructuring costs"), or any similar surcharge associated with the restructuring of Transporter's merchant service under orders in FERC Docket No. RS92-16-000 or similar proceedings, or any separately stated surcharge related to the recovery of restructuring costs of any upstream provider of transportation or sales services to Transporter.
- If, at any time during the primary term of this Agreement, the effective rate that Transporter is authorized by the FERC to charge Shipper, including surcharges, exceeds the Final Rate Cap, then Transporter shall discount such authorized FERC rate down to the Final Rate Cap in accordance with the order of discounting provided for in Transporter's FERC Gas Tariff.
- (g) Unless otherwise mutually agreed by the parties, after the expiration of the primary term of this Agreement, Shipper shall pay Transporter the rates established under Transporter's Rate Schedule FTS-2, as filed with and approved by the FERC.
- (h) If Shipper proposes or supports a change in the rate design methodologies on which the currently effective FTS-2 rates are based, as set forth in Sections III.2.c and d, and III.3.b of the Phase III Settlement, and such proposals or changes are approved by a final non-appealable order, the Final Rate Cap shall be deemed waived. Notwithstanding the foregoing, if Transporter proposes, or any other party proposes and Transporter either supports or does not oppose, a change to any of such rate design methodologies in any Section 4 or Section 5 proceeding, then Shipper may take a position on that particular rate design methodology in that proceeding, whether or not consistent with the position taken by Transporter, without waiving the Final Rate Cap, and unless otherwise agreed by Transporter and Shipper, approval of such a proposed change in the rate design methodology by a final non-appealable order, in such Section 4 or Section 5 proceeding, shall not affect the continuing applicability of the Final Rate Cap.

Specifically, the rate design methodologies referenced in this section (h) are as follows:

- (i) the straight fixed variable method of rate design, and of classifying and allocating costs,
- (ii) unless otherwise agreed to by both parties hereto, the system-wide postage stamp rate for FTS-2 service to the Market Area,
- (iii) the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost-of-service methodology, and
- the methodology of allocating the operation and maintenance ("O&M") costs between Rate Schedules FTS-1 and FTS-2; provided, however, that without waiving its final Rate Cap under this section (h)(iv), and with respect to the allocation of administrative and general ("A&G") expenses only, a Shipper may challenge, on a prospective basis only, Transporter's use of the Kansas-Nebraska methodology in the Section 4 rate case to be filed by Transporter in accordance with Article XI of the Settlement approved by the FERC in Docket No. RPO4-12; and provided further, that Shipper may, without waiving its Final Rate Cap (and regardless of any position taken by Transporter), argue for any allocation methodology that allocates no more O&M costs to Rate Schedule FTS-2 than would otherwise be allocated by use of:
  - (a) the Phase III Settlement methodology for allocating all O&M costs except for A&G expenses, and
  - (b) the Kansas-Nebraska methodology for allocating A&G expenses.
- 4.4 [If a fuel cap is agreed to:] Shipper shall provide fuel for use by Transporter, which shall be a separately stated fuel percentage. Such fuel percentage shall not exceed \_\_\_\_\_%, on an annual average basis, of the quantities received by Transporter at Shipper's Receipt Points (exclusive of fuel reimbursement) ("Fuel Rate Cap"), which Fuel Rate Cap shall be effective only for so long as a system average fuel rate is utilized for deliveries in Transporter's Market Area. Transporter agrees that it will not propose, and will oppose any proposal, to change the basis for computing the Market Area fuel reimbursement percentage from the system average fuel rate methodology.

### ARTICLE V Term of Agreement

5.1 This Agreement shall become effective upon the date first written above and shall continue in effect \_\_\_\_\_\_.

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- 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, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and 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 For a Shipper in the business of generating and distributing electricity and who sign a Service Agreement with a term of twenty (20) years or more, in the event of the enactment of any statute or the issuance of any order, rule, or regulation by a state or federal governmental authority that changes the electric market structure in the State of Florida, Shipper shall have the right, upon three (3) years prior written notice to Transporter, to terminate that portion of the firm quantity provided for in Shipper's Service Agreement utilized for electric generation at any time after the tenth anniversary of the commencement of the primary term of the Shipper's Service Agreement.
- 5.4 Shipper may buy out of a Service Agreement for all or a portion of its transportation capacity ("MDTQ") thereunder, at any time, by paying Transporter the net present value of Shipper's remaining reservation charge obligations for such capacity, discounted at a reasonable rate to be mutually agreed upon by the parties at the time of such buy-out.
- under this Agreement, in the event that: (1) Shipper is capable of using gas; and (2) Transporter is unable to deliver Shipper's designated volumes at the specified Delivery Point(s) and at the pressures provided for in this Agreement for a period of two consecutive days ("Service Cessation"), Shipper shall have the right to reduce the MDTQ by the volumes not delivered, without costs or penalty, by providing written notice to Transporter within forty-five (45) days of such occurrence; provided, however, that if a Service Cessation occurs more than five (5) times in any calendar year, Shipper shall have the right to terminate this Agreement by providing written notice to Transporter within forty-five (45) days of such occurrence; provided further, however, that if Transporter's failure to deliver is due to events of Transporter's force majeure as defined in Rate Schedule FTS-2, Shipper shall have the right to terminate or to reduce the MDTQ only in the event such force majeure continues for more than one hundred eighty-five (185) consecutive days of any three hundred sixty-five (365) day period.

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

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff.

Part VII Form of Service Agreements Rate Schedule FTS-2 Version 0.1.0

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

#### ARTICLE VII Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

#### ADMINISTRATIVE MATTERS

Transporter:	Florida Gas Transmission Company, LLC P. O. Box 4976 Houston, Texas 77210-4976 Attention: FGT Marketing Administration Telephone No Fax No
Shipper:	
	Attention:
	Telephone No.
	Fax No
PAYMENT BY WIRE TRA	ANSFER
Transporter:	Florida Gas Transmission Company, LLC

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Shipper:		
	Attention:	

### ARTICLE VIII Facilities

- 8.1 To the extent that construction of facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.
- 8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in <u>Transwestern Pipeline Company</u>, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

# ARTICLE IX Regulatory Authorizations and Approvals

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-2, this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

## 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.

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Part VII Form of Service Agreements Rate Schedule FTS-2 Version 0.1.0

10.3	In the event the service to be rendered hereunder requires the construction of facilities,
the quantities	of gas to be delivered by Transporter to Shipper hereunder or shall be delivered to
Shipper at	at a minimum pressure of () psig.
	ARTICLE XI
	Other Provisions

[The following provisions may be applicable in the event the service to be rendered hereunder requires the construction of facilities.]

- 11.1 Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.
- 11.2 If service requires the construction of facilities, service pursuant to this Agreement is expressly subject to the following conditions:
  - (a) (i) The issuance, and acceptance by Transporter, of all necessary authorizations from the FERC pursuant to the Natural Gas Act or Natural Gas Policy Act permitting Transporter to construct, own and operate the Facilities and to effectuate the proposed service hereunder. All such authorizations shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.
    - (ii) Shipper shall have the right to terminate this Agreement in the event that it determines, in good faith, that a condition in the FERC authorization materially adversely affects its business and operations. If Shipper elects to terminate under this provision, it will notify Transporter in writing within fifteen (15) days of the issuance of such authorization.
  - (b) This agreement is subject to approval of the board of directors of Transporter and receipt and acceptance by Transporter of all other approvals required to construct the Facilities, including all necessary authorizations from federal, state, local, and/or municipal agencies or other governmental authorities. All such approvals shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.

- (c) The receipt of executed firm transportation service agreements sufficient to economically justify construction of the Facilities, if required, in Transporter's sole opinion.
- (d) So long as the FTS-2 rates are designed on an incremental basis, Shipper agrees to support the rate methodology underlying the existing FTS-2 rates for the Facilities and service rendered under this agreement, in any proceeding before the FERC during the term of this Agreement.
- (e) Receipt by Transporter of all necessary right-of-way easements or permits in form and substance acceptable to Transporter; and
- (f) Transporter obtaining financing to construct the Facilities, in a form and under terms satisfactory to Transporter, in Transporter's sole opinion. Shipper agrees to provide reasonable cooperation in Transporter's effort to obtain financing.
- (g) The issuance and acceptance by Shipper, of all necessary federal, state or local authorizations, if any, required for Shipper to construct, own, and operate any necessary facilities; provided however, that Shipper must notify Transporter by \_\_\_\_\_\_ of any necessary authorizations lacking, otherwise this condition shall be deemed waived by Shipper.
- 11.3 Subject to the other provisions of this Article XI, Transporter agrees to make all reasonable efforts to obtain the necessary authorizations, financing commitments and all other approvals necessary to effectuate service under this Agreement. Shipper agrees to exercise good faith in the performance of this Agreement by supporting Transporter's efforts to obtain all necessary authorizations, financing and other approvals necessary to effectuate service under this Agreement.
- 11.4 Notwithstanding any other provision herein, at any time prior to Transporter's acceptance of all authorizations necessary to construct the Facilities, Transporter retains the right to terminate this Agreement, and to withdraw any requests or applications for regulatory approvals.
- 11.5 Shipper may elect to construct, own and operate the meter and regulation equipment and any heaters or gas conditioning facilities desired at the delivery point. If Shipper elects to construct facilities: Transporter will design and provide bid and/or construction drawings, and a material list for any Shipper-Owned facilities. ("Shipper Facilities.") Shipper agrees to reimburse Transporter the fair market value for design services within fifteen (15) days of receipt of such drawings. Shipper will provide Transporter as-built drawings of the facilities constructed by Shipper within thirty (30) days after completion of project.
  - (a) Shipper agrees that all Shipper Facilities will be constructed and operated to the design and specifications provided by Transporter;
  - (b) Transporter shall have the right to inspect the facilities during and after construction, including any future revisions, and reject any facilities not

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meeting specifications, United States Department of Transportation codes (Office of Pipeline Safety), AGA standards, applicable state requirements and Transporter's FERC Gas Tariff requirements. Shipper will notify Transporter forty-eight (48) hours in advance of beginning the construction of its facilities so that Transporter can arrange for inspection by Transporter personnel;

- (c) Shipper will construct, own, operate and maintain in good operating condition and repair (including without limitation, ordinary upkeep, and replacement and repairs whether ordinary or extraordinary in nature), the (1) meter station, (2) regulators, (3) a dehydrator and a separator with high liquid control shut-in capability; together with adequate liquid storage and secondary containment facilities, (4) all piping and fencing, and (5) a road located within the Meter Site constructed to withstand vehicular ingress and egress during all weather conditions and during all times of the year. In the event Shipper fails to maintain its facilities as described above and such failure is interfering with Transporter operations, Transporter may perform such services and bill Shipper the cost for the operation, maintenance or repair of such facilities including Transporter overhead. In the event such facilities become incapable of accurately measuring gas volumes, Transporter reserves the right to require Shipper to modify such facilities at Shipper's cost to meet the current design volume requirement;
- (d) Shipper will install any and all equipment needed to protect its facilities upstream or downstream of the Receipt Point. Shipper will maintain a minimum flow rate at which the meter will operate properly; and
- (e) Shipper agrees to provide, at no cost to Transporter, the following: requested electric service, telephone service and housing needed for Transporter to install Electronic Flow Measurement ("EFM") and communication equipment, and appropriate rights of ingress and egress to operate, maintain, check, and repair such equipment.

### ARTICLE XII Miscellaneous

- 12.1 (a) This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.
  - (b) Shipper may also assign its rights under the Final Rate Cap but only in the event that such assignment is to third party that has a Moody's credit rating equal to or greater than that of Shipper.

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- 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 JURISIDCTION.

# ARTICLE XIII Superseding Prior Service Agreements

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

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

TRANSPORTER		SHIPPER			
FLORID	A GAS TRANSMISSION COMPANY, LLC				
Ву		Ву			
	(Please type or print name)		(Please type or print name)		
Title		Title			
Date		Date			

Contract No. \_\_\_\_\_

		EXHIBIT A				
		TO				
	FIRM GAS TRAI	NSPORTATIO	ON AGRE	EMENT		
		BETWEEN				
	FLORIDA GAS TR	ANSMISSIO	N COMP	ANY, LLC		
		AND				
		DATED			-	
(Transporter and Shippe description of Points of month and/or date rang	Receipt and associate	ed Maximun	n Daily Qu	uantity (MDC		
Point(s)	<u>of Receipt</u>		<u>Maxim</u>	um Daily Qu	antity (N	<u>∕IMBtu)*</u>
Description of Point of Receipt		<u>DRN</u>	<u>Oct</u>	Nov-Mar	<u>Apr</u>	May-Sept
PRODUCTION ZONE 1						
PRODUCTION ZONE 2						
PRODUCTION ZONE 3						
Total MDQ:						
*Exclusive of Transporter's fuel. Shipper to provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's F.E.R.C. Gas Tariff, General Terms and Conditions.						
Date of this Exhibit A: _						

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Point(s) of Delivery

EXHIBIT B
ТО
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED

(Transporter and Shipper may use the following format or a different format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.)

Maximum Daily Quantity (MMBtu)

			, , , , , , , , , , , , , , , , , , ,		
Description of Point of Delivery	Maximum <u>Hourly*</u>	<u>Oct</u>	<u>Nov-Mar</u>	<u>Apr</u>	<u>May-Sept</u>
<u>Total MDTQ</u>					
*Not to exceed 6% of MDQ.					
Date of this Exhibit B:					
Contract No					
*Not to exceed 6% of MDQ.  Date of this Exhibit B:					

Part VII Form of Service Agreement Rate Schedule FTS-2 Version 0.0.0

### FORM OF SERVICE AGREEMENT Applicable to Agreements Executed After April 1, 2002 Firm Transportation Service - Market Area FTS-2

THIS AGREEMENT entered into thisday of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
[or, when applicable, THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and
collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule FTS-2 which is incorporated herein by reference,]
WITNESSETH
WHEREAS, Shipper is interested in obtaining firm transportation service from Transporter and Transporter is willing to provide firm transportation service to Shipper; and
WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.
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-2, the following terms when used herein shall have the meanings set forth below:
1.1 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC and as may be 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.
1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.

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1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

# ARTICLE II Quantity

- 2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.
- 2.2 Upon the effective date (or the In-Service Date, in the event Facilities are required to be constructed), Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-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 in Article IV herein.
- 3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

# ARTICLE IV Rates and Terms and Conditions of Service

- 4.1 This Agreement in all respects shall be and remain subject to the provisions of Rate Schedule FTS-2 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-2,

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(b) Rate Schedule FTS-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-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.

[In the event of agreement or settlement related to an expansion of Transporter's system:]

- 4.3 Notwithstanding Section 4.1 above, as of the in-service date and during the primary term of this Agreement, Shipper shall pay Transporter, for all services rendered hereunder, the lower of: (1) the rates established under Transporter's Rate Schedule FTS-2 (inclusive of all applicable surcharges), as filed with and approved by the FERC and as said Rate Schedule may hereafter be legally amended or superseded, or (2) the Final Rate Cap as determined below:
  - (a) The Base Rate Cap shall be as follows: \$\_\_\_\_\_/MMBtu/d
  - (b) The Base Rate Cap assumes the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost of service methodology. For purposes of this section with respect to this Agreement, a "levelized rate" shall mean a rate designed by adjusting the annual depreciation expense such that it results in a levelized annual cost of service.
  - (c) The Base Rate Cap is stated in nominal dollars, and shall exclude all applicable surcharges and fuel.
  - (d) [If an escalator is agreed to:] Beginning on \_\_\_\_\_, and annually thereafter ("Escalation Date"), the Base Rate Cap then in effect shall be escalated in accordance with the following formula; provided that in no event shall the Base Rate Cap, as it may be escalated pursuant to this subsection (d), exceed \$0.\_\_\_ per MMBtu. On each Escalation Date, the Base Rate Cap to be effective for the subsequent twelve (12) month period shall be the sum of: (i) 0.70 multiplied by the Prior Base Rate Cap, which is defined herein as the Base Rate Cap that was effective for the twelve (12) month period immediately preceding the Escalation Date, and (ii) 0.30 multiplied by the Prior Base Rate Cap, which product shall be escalated (but not decreased) by multiplying it by a fraction, wherein the numerator shall be the GNP Implicit Price Deflator, as set forth in the most recent publication of Survey of Current Business published by the U.S. Department of Commerce ("GNP Deflator") (or any substitute index that the parties mutually agree to in writing), for the most recent calendar quarter published in the Survey of Current Business as of the Escalation Date ("Numerator Calendar Quarter"), and the denominator shall be the GNP

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Deflator for the calendar quarter preceding the Numerator Calendar Quarter by one calendar year.

- (e) (i) For any billing month, the Final Rate Cap (stated on a per unit basis) shall be determined by adding the Base Rate Cap and an amount equal to the aggregate of the applicable surcharges (as defined in section (e)(ii) below).
  - (ii) The type of surcharges contemplated under Rate Schedule FTS-2 to be included in the calculation of the Final Rate Cap are applicable surcharges, such as ACA, fuel, and Capital surcharges; provided, however, Transporter shall not collect under this Agreement any surcharge associated with GRI, Gas Supply Realignment ("GSR"), the recovery of take-or-pay costs or gas purchase reformation costs, FERC Account No. 191 costs ("restructuring costs"), or any similar surcharge associated with the restructuring of Transporter's merchant service under orders in FERC Docket No. RS92-16-000 or similar proceedings, or any separately stated surcharge related to the recovery of restructuring costs of any upstream provider of transportation or sales services to Transporter.
- If, at any time during the primary term of this Agreement, the effective rate that Transporter is authorized by the FERC to charge Shipper, including surcharges, exceeds the Final Rate Cap, then Transporter shall discount such authorized FERC rate down to the Final Rate Cap in accordance with the order of discounting provided for in Transporter's FERC Gas Tariff.
- (g) Unless otherwise mutually agreed by the parties, after the expiration of the primary term of this Agreement, Shipper shall pay Transporter the rates established under Transporter's Rate Schedule FTS-2, as filed with and approved by the FERC.
- (h) If Shipper proposes or supports a change in the rate design methodologies on which the currently effective FTS-2 rates are based, as set forth in Sections III.2.c and d, and III.3.b of the Phase III Settlement, and such proposals or changes are approved by a final non-appealable order, the Final Rate Cap shall be deemed waived. Notwithstanding the foregoing, if Transporter proposes, or any other party proposes and Transporter either supports or does not oppose, a change to any of such rate design methodologies in any Section 4 or Section 5 proceeding, then Shipper may take a position on that particular rate design methodology in that proceeding, whether or not consistent with the position taken by Transporter, without waiving the Final Rate Cap, and unless otherwise agreed by Transporter and Shipper, approval of such a proposed change in the rate design methodology by a final non-appealable order, in such Section 4 or Section 5 proceeding, shall not affect the continuing applicability of the Final Rate Cap.

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Specifically, the rate design methodologies referenced in this section (h) are as follows:

- (i) the straight fixed variable method of rate design, and of classifying and allocating costs,
- (ii) unless otherwise agreed to by both parties hereto, the system-wide postage stamp rate for FTS-2 service to the Market Area,
- (iii) the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost-of-service methodology, and
- the methodology of allocating the operation and maintenance ("O&M") costs between Rate Schedules FTS-1 and FTS-2; provided, however, that without waiving its final Rate Cap under this section (h)(iv), and with respect to the allocation of administrative and general ("A&G") expenses only, a Shipper may challenge, on a prospective basis only, Transporter's use of the Kansas-Nebraska methodology in the Section 4 rate case to be filed by Transporter in accordance with Article XI of the Settlement approved by the FERC in Docket No. RPO4-12; and provided further, that Shipper may, without waiving its Final Rate Cap (and regardless of any position taken by Transporter), argue for any allocation methodology that allocates no more O&M costs to Rate Schedule FTS-2 than would otherwise be allocated by use of:
  - (a) the Phase III Settlement methodology for allocating all O&M costs except for A&G expenses, and
  - (b) the Kansas-Nebraska methodology for allocating A&G expenses.
- 4.4 [If a fuel cap is agreed to:] Shipper shall provide fuel for use by Transporter, which shall be a separately stated fuel percentage. Such fuel percentage shall not exceed \_\_\_\_\_%, on an annual average basis, of the quantities received by Transporter at Shipper's Receipt Points (exclusive of fuel reimbursement) ("Fuel Rate Cap"), which Fuel Rate Cap shall be effective only for so long as a system average fuel rate is utilized for deliveries in Transporter's Market Area. Transporter agrees that it will not propose, and will oppose any proposal, to change the basis for computing the Market Area fuel reimbursement percentage from the system average fuel rate methodology.

# ARTICLE V Term of Agreement

5.1 This Agreement shall become effective upon the date first written above and shall continue in effect \_\_\_\_\_\_.

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- 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, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and 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 For a Shipper in the business of generating and distributing electricity and who sign a Service Agreement with a term of twenty (20) years or more, in the event of the enactment of any statute or the issuance of any order, rule, or regulation by a state or federal governmental authority that changes the electric market structure in the State of Florida, Shipper shall have the right, upon three (3) years prior written notice to Transporter, to terminate that portion of the firm quantity provided for in Shipper's Service Agreement utilized for electric generation at any time after the tenth anniversary of the commencement of the primary term of the Shipper's Service Agreement.
- 5.4 Shipper may buy out of a Service Agreement for all or a portion of its transportation capacity ("MDTQ") thereunder, at any time, by paying Transporter the net present value of Shipper's remaining reservation charge obligations for such capacity, discounted at a reasonable rate to be mutually agreed upon by the parties at the time of such buy-out.
- under this Agreement, in the event that: (1) Shipper is capable of using gas; and (2) Transporter is unable to deliver Shipper's designated volumes at the specified Delivery Point(s) and at the pressures provided for in this Agreement for a period of two consecutive days ("Service Cessation"), Shipper shall have the right to reduce the MDTQ by the volumes not delivered, without costs or penalty, by providing written notice to Transporter within forty-five (45) days of such occurrence; provided, however, that if a Service Cessation occurs more than five (5) times in any calendar year, Shipper shall have the right to terminate this Agreement by providing written notice to Transporter within forty-five (45) days of such occurrence; provided further, however, that if Transporter's failure to deliver is due to events of Transporter's force majeure as defined in Rate Schedule FTS-2, Shipper shall have the right to terminate or to reduce the MDTQ only in the event such force majeure continues for more than one hundred eighty-five (185) consecutive days of any three hundred sixty-five (365) day period.

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

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff.

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6.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

#### ARTICLE VII Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

#### ADMINISTRATIVE MATTERS

Transporter:	Florida Gas Transmission Company, LLC P. O. Box 4976 Houston, Texas 77210-4976 Attention: FGT Marketing Administration Telephone No Fax No
Shipper:	
	Attention:
	Telephone No
	Fax No
PAYMENT BY WIRE TRA	ANSFER
Transporter:	Florida Gas Transmission Company, LLC

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Shipper:		
	Attention:	

## ARTICLE VIII Facilities

- 8.1 To the extent that construction of facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.
- 8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in <u>Transwestern Pipeline Company</u>, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

# ARTICLE IX Regulatory Authorizations and Approvals

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-2, this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

### 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.

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10.3	In the event the service to be rendered hereunder requires the construction of facilities
the quantities	of gas to be delivered by Transporter to Shipper hereunder or shall be delivered to
Shipper at	at a minimum pressure of () psig.
	ARTICLE XI
	Other Provisions

[The following provisions may be applicable in the event the service to be rendered hereunder requires the construction of facilities.]

- 11.1 Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.
- 11.2 If service requires the construction of facilities, service pursuant to this Agreement is expressly subject to the following conditions:
  - (a) (i) The issuance, and acceptance by Transporter, of all necessary authorizations from the FERC pursuant to the Natural Gas Act or Natural Gas Policy Act permitting Transporter to construct, own and operate the Facilities and to effectuate the proposed service hereunder. All such authorizations shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.
    - (ii) Shipper shall have the right to terminate this Agreement in the event that it determines, in good faith, that a condition in the FERC authorization materially adversely affects its business and operations. If Shipper elects to terminate under this provision, it will notify Transporter in writing within fifteen (15) days of the issuance of such authorization.
  - (b) This agreement is subject to approval of the board of directors of Transporter and receipt and acceptance by Transporter of all other approvals required to construct the Facilities, including all necessary authorizations from federal, state, local, and/or municipal agencies or other governmental authorities. All such approvals shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.

- (c) The receipt of executed firm transportation service agreements sufficient to economically justify construction of the Facilities, if required, in Transporter's sole opinion.
- (d) So long as the FTS-2 rates are designed on an incremental basis, Shipper agrees to support the rate methodology underlying the existing FTS-2 rates for the Facilities and service rendered under this agreement, in any proceeding before the FERC during the term of this Agreement.
- (e) Receipt by Transporter of all necessary right-of-way easements or permits in form and substance acceptable to Transporter; and
- (f) Transporter obtaining financing to construct the Facilities, in a form and under terms satisfactory to Transporter, in Transporter's sole opinion. Shipper agrees to provide reasonable cooperation in Transporter's effort to obtain financing.
- (g) The issuance and acceptance by Shipper, of all necessary federal, state or local authorizations, if any, required for Shipper to construct, own, and operate any necessary facilities; provided however, that Shipper must notify Transporter by \_\_\_\_\_\_ of any necessary authorizations lacking, otherwise this condition shall be deemed waived by Shipper.
- 11.3 Subject to the other provisions of this Article XI, Transporter agrees to make all reasonable efforts to obtain the necessary authorizations, financing commitments and all other approvals necessary to effectuate service under this Agreement. Shipper agrees to exercise good faith in the performance of this Agreement by supporting Transporter's efforts to obtain all necessary authorizations, financing and other approvals necessary to effectuate service under this Agreement.
- 11.4 Notwithstanding any other provision herein, at any time prior to Transporter's acceptance of all authorizations necessary to construct the Facilities, Transporter retains the right to terminate this Agreement, and to withdraw any requests or applications for regulatory approvals.
- 11.5 Shipper may elect to construct, own and operate the meter and regulation equipment and any heaters or gas conditioning facilities desired at the delivery point. If Shipper elects to construct facilities: Transporter will design and provide bid and/or construction drawings, and a material list for any Shipper-Owned facilities. ("Shipper Facilities.") Shipper agrees to reimburse Transporter the fair market value for design services within fifteen (15) days of receipt of such drawings. Shipper will provide Transporter as-built drawings of the facilities constructed by Shipper within thirty (30) days after completion of project.
  - (a) Shipper agrees that all Shipper Facilities will be constructed and operated to the design and specifications provided by Transporter;
  - (b) Transporter shall have the right to inspect the facilities during and after construction, including any future revisions, and reject any facilities not

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meeting specifications, United States Department of Transportation codes (Office of Pipeline Safety), AGA standards, applicable state requirements and Transporter's FERC Gas Tariff requirements. Shipper will notify Transporter forty-eight (48) hours in advance of beginning the construction of its facilities so that Transporter can arrange for inspection by Transporter personnel;

- (c) Shipper will construct, own, operate and maintain in good operating condition and repair (including without limitation, ordinary upkeep, and replacement and repairs whether ordinary or extraordinary in nature), the (1) meter station, (2) regulators, (3) a dehydrator and a separator with high liquid control shut-in capability; together with adequate liquid storage and secondary containment facilities, (4) all piping and fencing, and (5) a road located within the Meter Site constructed to withstand vehicular ingress and egress during all weather conditions and during all times of the year. In the event Shipper fails to maintain its facilities as described above and such failure is interfering with Transporter operations, Transporter may perform such services and bill Shipper the cost for the operation, maintenance or repair of such facilities including Transporter overhead. In the event such facilities become incapable of accurately measuring gas volumes, Transporter reserves the right to require Shipper to modify such facilities at Shipper's cost to meet the current design volume requirement;
- (d) Shipper will install any and all equipment needed to protect its facilities upstream or downstream of the Receipt Point. Shipper will maintain a minimum flow rate at which the meter will operate properly; and
- (e) Shipper agrees to provide, at no cost to Transporter, the following: requested electric service, telephone service and housing needed for Transporter to install Electronic Flow Measurement ("EFM") and communication equipment, and appropriate rights of ingress and egress to operate, maintain, check, and repair such equipment.

### ARTICLE XII Miscellaneous

- 12.1 (a) This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.
  - (b) Shipper may also assign its rights under the Final Rate Cap but only in the event that such assignment is to third party that has a Moody's credit rating equal to or greater than that of Shipper.

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- 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 JURISIDCTION.

# ARTICLE XIII Superseding Prior Service Agreements

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

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

TRANSPORTER			SHIPPER
FLORID	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

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Effective: July 30, 2010

Date of this Exhibit A: \_\_\_\_\_

Contract No. \_\_\_\_\_

		EXHIBIT A	١			
		ТО				
	FIRM GAS TI	RANSPORTATI	ON AGRE	EMENT		
		BETWEEN	I			
	FLORIDA GAS	TRANSMISSIC	ON COMP	ANY, LLC		
		AND				
		DATED			_	
(Transporter and Shippe description of Points of month and/or date rang	Receipt and associ	ated Maximur	m Daily Q	uantity (MD0		
Point(s)	of Receipt		<u>Maxim</u>	um Daily Qu	antity (	MMBtu)*
Description of Point of Receipt		<u>DRN</u>	<u>Oct</u>	Nov-Mar	<u>Apr</u>	May-Sept
PRODUCTION ZONE 1						
PRODUCTION ZONE 2						
PRODUCTION ZONE 3						
<u>Total MDQ:</u>						
*Exclusive of Transportor Adjustment provisions						

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Point(s) of Delivery

EXHIBIT B
ТО
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
(Transporter and Shipper may use the following format or a different format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.)

Maximum Daily Quantity (MMBtu)

Description of Point of Delivery	Maximum <u>Hourly*</u>	<u>Oct</u>	<u>Nov-Mar</u>	<u>Apr</u>	<u>May-Sept</u>
<u>Total MDTQ</u>					
*Not to exceed 6% of MDQ.					
Date of this Exhibit B:	_				
Contract No					

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as follows: "Article I - Not Applicable".]

Part VII Form of Service Agreements Rate Schedule FTS-3 Version 3.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

#### [FORM OF ]SERVICE AGREEMENT Firm Transportation Service - Market Area Rate Schedule FTS-3

Contract No
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(e) of Rate Schedule FTS-3, insert the following paragraph:
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and
collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(f) of Rate Schedule FTS-1 which is incorporated herein by reference,]
WITNESSETH
[Insert applicable WHEREAS clauses for background and informational purposes not to include binding consideration]
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
[Include the information below in Article I of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article I shall read in its entirety

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the following terms when used herein shall have the meanings set forth below:

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-3,

- 1.1 The term "Rate Schedule FTS-3" shall mean Transporter's Rate Schedule FTS-3 as filed with the FERC and as may be 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.
- 1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.
- 1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

## ARTICLE II Quantity

- 2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.
- 2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-3), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

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

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

Part VII Form of Service Agreements Rate Schedule FTS-3 Version 3.0.0

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

- 4.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.
- 4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-3, (b) Rate Schedule FTS-3 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-3. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

### ARTICLE V Term of Agreement

5.1	This Agreement shall become effect	ive	and shall continue
in effect	(include end	I date of primary term and any	applicable rollover or
Right of First R	efusal details).		

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

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

- 6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A of Rate Schedule FTS-3 and Section 21.F of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff.
- 6.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this

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Part VII Form of Service Agreements Rate Schedule FTS-3 Version 3.0.0

Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A of Rate Schedule FTS-3 and Section 21.F of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

#### ARTICLE VII Notices

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

Shipper:	
	Attention:
	Telephone No
	Fax No.

# ARTICLE VIII Construction of Facilities

- 8.1 To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.
- 8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated

pursuant to FERC's order in <u>Transwestern Pipeline Company</u>, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

### ARTICLE IX Regulatory Authorizations and Approvals

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

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-3, 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 Creditworthiness

Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter in accordance with Section 16 of the General Terms and Conditions of Transporter's Tariff. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.

### ARTICLE XII Miscellaneous

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

Part VII Form of Service Agreements Rate Schedule FTS-3 Version 3.0.0

- 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:

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

TRANSPORTER			SHIPPER
FLORIDA	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

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Part VII Form of Service Agreements Rate Schedule FTS-3 Version 3.0.0

EXHIBIT A
ТО
RATE SCHEDULE FTS-3 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No
Amendment No
Effective Date of this Exhibit A:

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

(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.)

Part VII Form of Service Agreements Rate Schedule FTS-3 Version 3.0.0

EXHIBIT B
ТО
RATE SCHEDULE FTS-3 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No
Amendment No
Effective Date of this Exhibit B:

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities (not to exceed 6% of MDQ/hour), Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

Part VII Form of Service Agreements Rate Schedule FTS-3 Version 3.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

	EX	HIBIT C	
		TO	
	RATE SCHEDULE FTS	-3 SERVICE A	GREEMENT
	BE <sup>-</sup>	TWEEN	
	FLORIDA GAS TRANS	MISSION CO	MPANY, LLC
		AND	,
		ATED	
		)	
		it No	
	Effective Date of this E	xhibit C:	·····
	arties hereby agree that Exhibit A and/or B ar B are attached hereto.	re revised as	described below and revised Exhibit A
[Mark	the applicable section(s) below for each am	endment nur	nber.]
	Realignment of Points		
	[summarize the changes to points]		
	Contract Extension		
	Contract Quantity [summarize the changes to MDQ/MDTQ]		
	Administrative Contract Consolidation [list each service agreement number with rights]	associated M	DTQ, termination date and extension
	TRANSPORTER		SHIPPER
FLORI	DA GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

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as follows: "Article I - Not Applicable".]

Part VII Form of Service Agreements Rate Schedule FTS-3 Version 2.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

#### [FORM OF ]SERVICE AGREEMENT Firm Transportation Service - Market Area Rate Schedule FTS-3

Contract No
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(e) of Rate Schedule FTS-3, insert the following paragraph:
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and
collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(f) of Rate Schedule FTS-1 which is incorporated herein by reference,]
WITNESSETH
[Insert applicable WHEREAS clauses for background and informational purposes not to include binding consideration]
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
[Include the information below in Article I of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article I shall read in its entirety

Page 1 of 9

the following terms when used herein shall have the meanings set forth below:

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-3,

- 1.1 The term "Rate Schedule FTS-3" shall mean Transporter's Rate Schedule FTS-3 as filed with the FERC and as may be 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.
- 1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.
- 1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

## ARTICLE II Quantity

- 2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.
- 2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-3), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

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

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

Part VII Form of Service Agreements Rate Schedule FTS-3 Version 2.0.0

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

- 4.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.
- 4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-3, (b) Rate Schedule FTS-3 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-3. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

## ARTICLE V Term of Agreement

5.1	This Agreement shall become effective	and shall continue
in effect	(include end date of primary	term and any applicable rollover or
Right of First R	lefusal details).	

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

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

- 6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A of Rate Schedule FTS-3 and Section 21.F of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff.
- 6.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this

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Filed: June 3, 2011

Effective: August 18, 2011

Part VII Form of Service Agreements Rate Schedule FTS-3 Version 2.0.0

Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A of Rate Schedule FTS-3 and Section 21.F of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

#### ARTICLE VII Notices

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

Attention:	
Telephone No	
Fax No.	
	Telephone No

### ARTICLE VIII Construction of Facilities

- 8.1 To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.
- 8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated

pursuant to FERC's order in <u>Transwestern Pipeline Company</u>, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

## ARTICLE IX Regulatory Authorizations and Approvals

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

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-3, 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 Creditworthiness

Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter in accordance with Section 16 of the General Terms and Conditions of Transporter's Tariff. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.

# ARTICLE XII Miscellaneous

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

Part VII Form of Service Agreements Rate Schedule FTS-3 Version 2.0.0

- 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 JURISIDCTION.

# ARTICLE XIII Superseding Prior Service Agreements

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

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

TRANSPORTER		SHIPPER
FLORIDA GAS TRANSMISSION COMPA	NY, LLC	
Ву	Ву	
(Please type or print name)		(Please type or print name)
Title	Title	
Date	Date	

Page 6 of 9

Part VII Form of Service Agreements Rate Schedule FTS-3 Version 2.0.0

EXHIBIT A
ТО
RATE SCHEDULE FTS-3 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No
Amendment No
Effective Date of this Exhibit A:

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

(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.)

Filed: June 3, 2011 Effective: August 18, 2011

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Part VII Form of Service Agreements Rate Schedule FTS-3 Version 2.0.0

EXHIBIT B
ТО
RATE SCHEDULE FTS-3 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
,,
Contract No
Amendment No
Effective Date of this Exhibit B:

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities (not to exceed 6% of MDQ/hour), Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

Part VII Form of Service Agreements Rate Schedule FTS-3 Version 2.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

**EXHIBIT C** 

RATE SCHEDULE FTS-	-3 SERVICE A	GREEMENT
		MPANY, LLC
A	AND	
D/	ATED	<del></del>
Contract No	·	<del></del>
Amendment	t No	
Effective Date of this Ex	thibit C:	
	e revised as (	described below and revised Exhibit A
n(s) below for each ame	endment nun	nber.]
riges to points		
nges to MDQ/MDTQ]		
	associated M	DTQ, termination date and extension
FER		SHIPPER
N COMPANY, LLC		
	Ву	
int name)		(Please type or print name)
	Title	
	Date	
	EFT FLORIDA GAS TRANSI  Contract No Amendment Effective Date of this Ext at Exhibit A and/or B art to.  n(s) below for each ame ats anges to points]  anges to MDQ/MDTQ]  aract Consolidation	to.  In (s) below for each amendment numents  In stanges to points]  Inges to MDQ/MDTQ]  In act Consolidation  ITER  IN COMPANY, LLC

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as follows: "Article I - Not Applicable".]

Part VII Form of Service Agreements Rate Schedule FTS-3 Version 1.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

#### [FORM OF ]SERVICE AGREEMENT Firm Transportation Service - Market Area Rate Schedule FTS-3

Contract No
THIS AGREEMENT entered into this day of,, by and betweer Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(e) of Rate Schedule FTS-3, insert the following paragraph:
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and
collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(f) of Rate Schedule FTS-1 which is incorporated herein by reference,]
WITNESSETH
[Insert applicable WHEREAS clauses for background and informational purposes not to include bindin consideration]
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 Shippedo covenant and agree as follows:
ARTICLE I Definitions
[Include the information below in Article I of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article I shall read in its entirety

Page 1 of 9

the following terms when used herein shall have the meanings set forth below:

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-3,

- 1.1 The term "Rate Schedule FTS-3" shall mean Transporter's Rate Schedule FTS-3 as filed with the FERC and as may be 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.
- 1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.
- 1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

## ARTICLE II Quantity

- 2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.
- 2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-3), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

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

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

Part VII Form of Service Agreements Rate Schedule FTS-3 Version 1.0.0

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

- 4.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.
- 4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-3, (b) Rate Schedule FTS-3 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-3. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

### ARTICLE V Term of Agreement

5.1	This Agreement shall become effective	and shall continue
in effect	(include end date of pr	imary term and any applicable rollover or
Right of First R	lefusal details).	

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Rollover Option] and upon the expiration of the primary term and any extension or rollover, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

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

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

Part VII Form of Service Agreements Rate Schedule FTS-3 Version 1.0.0

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A of Rate Schedule FTS-3 and Section 21.C of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

### ARTICLE VII Notices

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

Shipper:	
	Attention:
	Telephone No
	Fax No.

## ARTICLE VIII Construction of Facilities

- 8.1 To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.
- 8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act

of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in <u>Transwestern Pipeline Company</u>, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

# ARTICLE IX Regulatory Authorizations and Approvals

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

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-3, 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 Creditworthiness

Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter in accordance with Section 16 of the General Terms and Conditions of Transporter's Tariff. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.

### ARTICLE XII Miscellaneous

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

Filed: April 20, 2011 Effective: May 21, 2011

Part VII Form of Service Agreements Rate Schedule FTS-3 Version 1.0.0

- 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 JURISIDCTION.

# ARTICLE XIII Superseding Prior Service Agreements

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

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

ame)

Page 6 of 9

Filed: April 20, 2011 Effective: May 21, 2011

Part VII Form of Service Agreements Rate Schedule FTS-3 Version 1.0.0

EXHIBIT A			
ТО			
RATE SCHEDULE FTS-3 SERVICE AGREEMENT			
BETWEEN			
FLORIDA GAS TRANSMISSION COMPANY, LLC			
AND			
DATED			
Contract No			
Amendment No			
Effective Date of this Exhibit A:			

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

(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.)

Page 7 of 9

Filed: April 20, 2011

Effective: May 21, 2011

Part VII Form of Service Agreements Rate Schedule FTS-3 Version 1.0.0

EXHIBIT B			
ТО			
RATE SCHEDULE FTS-3 SERVICE AGREEMENT			
BETWEEN			
FLORIDA GAS TRANSMISSION COMPANY, LLC			
AND			
DATED			
Contract No			
Amendment No			
Effective Date of this Exhibit B:			

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities (not to exceed 6% of MDQ/hour), Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

Filed: April 20, 2011 Effective: May 21, 2011

Part VII Form of Service Agreements Rate Schedule FTS-3 Version 1.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

**EXHIBIT C** 

	TO	
RATE SCHEDULE FTS	-3 SERVICE AC	GREEMENT
BET	TWEEN	
FLORIDA GAS TRANS	MISSION CON	ЛРANY, LLC
A	AND	
D	ATED	
Contract No	·	<del></del>
Effective Date of this Ex	chibit C:	
	e revised as o	described below and revised Exhibit A
n(s) below for each ame	endment num	nber.]
nts		
anges to points]		
anges to MDQ/MDTQ]		
	associated MI	DTQ, termination date and extension
TER		SHIPPER
ON COMPANY, LLC		
	Ву	
rint name)		(Please type or print name)
	Title	
	Date	
	EFT FLORIDA GAS TRANS  Contract No Amendmen Effective Date of this Ex nat Exhibit A and/or B ar to.  n(s) below for each ame anges to points]  anges to MDQ/MDTQ]  tract Consolidation	RATE SCHEDULE FTS-3 SERVICE AGETWEEN FLORIDA GAS TRANSMISSION COMAND  DATED  Contract No. Amendment No. Effective Date of this Exhibit C:  nat Exhibit A and/or B are revised as of to.  n(s) below for each amendment numents enges to points]  anges to MDQ/MDTQ]  tract Consolidation greement number with associated Migreement number with associated Migreement number with associated Migreement number.  TER  DN COMPANY, LLC  By  rint name)  Title

Page 9 of 9

Filed: April 20, 2011 Effective: May 21, 2011

Part VII Form of Service Agreements Rate Schedule FTS-3 Version 0.0.0

# FORM OF SERVICE AGREEMENT Firm Transportation Service - Market Area FTS-3

THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),				
WITNESSETH				
WHEREAS, Shipper is interested in obtaining firm transportation service from Transporter and Transporter is willing to provide firm transportation service to Shipper; and				
WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.				
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-3, the following terms when used herein shall have the meanings set forth below:				
1.1 The term "Rate Schedule FTS-3" shall mean Transporter's Rate Schedule FTS-3 as filed with the FERC and as may be 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.				
1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.				
1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.				

### ARTICLE II Quantity

- 2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.
- 2.2 Upon the effective date (or the In-Service Date, in the event Facilities are required to be constructed), Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-3), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

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

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

#### ARTICLE IV

#### Rights to Amend Rates and Terms and Conditions of Service

- 4.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.
- 4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-3, (b) Rate Schedule FTS-3 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-3.

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Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

### ARTICLE V Term of Agreement

5.1 The primary term of this Agreement sh	nall commence on
and shall continue in effect	(include end date of primary term and any
applicable rollover or Right of First Refusal details).	

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Rollover Option] and upon the expiration of the primary term and any extension or rollover, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

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

- 6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A of Rate Schedule FTS-3 and Section 21.C of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff.
- 6.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A of Rate Schedule FTS-3 and Section 21.C of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule

Filed: March 1, 2011 Effective: April 1, 2011

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SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

# ARTICLE VII Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

#### ADMINISTRATIVE MATTERS

Transporter:	Florida Gas Transmission Company, LLC P. O. Box 4976 Houston, Texas 77210-4976 Attention: FGT Marketing Administration Telephone No Fax No
Shipper:	
	Attention: Telephone No Fax No
PAYMENT BY WIRE TRAN	ISFER
Transporter:	Florida Gas Transmission Company, LLC
Shipper:	

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### ARTICLE VIII Facilities

- 8.1 To the extent that construction of facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.
- 8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

# ARTICLE IX Regulatory Authorizations and Approvals

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-3, 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 Creditworthiness

Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter in accordance with Section 16 of the General Terms and Conditions of Transporter's Tariff. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.

### ARTICLE XII Miscellaneous

- 12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.
- 12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.
  - 12.3 This Agreement contains Exhibits A and B 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 JURISIDCTION.

# ARTICLE XIII Superseding Prior Service Agreements

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

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

	TRANSPORTER		SHIPPER
FLORIDA	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

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EV	KHIBIT A		
EXHIBIT A			
	ТО		
FIRM GAS TRANSP	ORTATION AGREEMENT		
BE	ETWEEN		
FLORIDA GAS TRAN	SMISSION COMPANY, LLC		
	AND		
	DATED		
(Transporter and Shipper may use the following format or a different format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range. MDQ shall be exclusive of Fuel Reimbursement.)			
Point(s) of Receipt	Maximum Daily Quantity (MMBtu)*		
Description of Point of Receipt DRN C	Oct Nov-Mar Apr May-Sept		
Total MDQ:			
*Exclusive of Transporter's fuel. Shipper to provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.			
Date of this Exhibit A:			

Page 7 of 8

Contract No. \_\_\_\_\_

Date of this Exhibit B:\_\_\_\_\_

Contract No.\_\_\_\_

EXHIBIT B					
ТО					
FIRM GAS TRANSPORTATION AGREEMENT					
BETWEEN					
F	FLORIDA GAS TR	ANSMI	SSION COMP	PANY, LL	С
		ANI	D		
		DATI	ED		
(Transporter and Shipper may use the following format or a different format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities (not to exceed 6% of MDQ/hour), Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.)					
Point(s) of Delivery		Maxi	mum Daily C	<u>Quantity</u>	(MMBtu)
Description of Point of Delivery	Maximum Hourly*	Oct	Nov-Mar	Apr	May-Sept
Total MDTQ*  *Not to exceed 6% of MDQ.					

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2.1

Shipper under this Service Agreement on any one day.

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[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF ]SERVICE AGREEMENT

Small Firm Transportation Service
Rate Schedule SFTS
Contract No.
THIS AGREEMENT entered into thisday of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
WITNESSETH
[Insert applicable WHEREAS clauses for background and informational purposes not to include binding consideration]
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 SFTS, the following terms when used herein shall have the meanings set forth below:
1.1 The term "Rate Schedule SFTS" shall mean Transporter's Rate Schedule SFTS as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.
1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.
ARTICLE II
Quantity

Page 1 of 9

basis 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

Filed: September 19, 2014 Effective: October 20, 2014

The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal

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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 on Exhibit A, plus Transporter's fuel, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, volumes up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule SFTS), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

### ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its SFTS MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this SFTS Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this SFTS Service Agreement.

# ARTICLE IV Payment and Rights in the Event of Non-Payment

- 4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule SFTS as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.
- 4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the 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 V Rights to Amend Rates and Terms and Conditions of Service

- 5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.
- 5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule SFTS, (b) Rate Schedule SFTS, 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; and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule SFTS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted

Filed: September 19, 2014 Effective: October 20, 2014

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regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

#### ARTICLE VI Term of Agreement

6.1	This Agreement shall become effective	and shall continue in effect
	[include end date of primary term a	and any applicable rollover or Right of First
Refusal details	5].	

- 6.2 In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected (Right of First Refusal or Roll-over Option) and upon the expiration of the primary term or roll-over, any termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.
  - 6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule SFTS.

#### ARTICLE VII

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

- 7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule SFTS and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt.
- 7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B.

### ARTICLE VIII Notices

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

Shipper:		
	Attention:	
	Telephone No	
	Fax No	

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### ARTICLE IX Construction of Facilities

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

# ARTICLE X Regulatory Authorizations and Approvals

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

10.1 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 SFTS, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

#### ARTICLE XI Pressure

- 11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.
- 11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

# ARTICLE XII Other Provisions

### ARTICLE XIII Miscellaneous

13.1 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.

Part VII Form of Service Agreements Rate Schedule SFTS Version 4.0.0

- 13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.
- 13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.
- 13.4 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.

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

TRANSPORTER		SHIPPER
FLORIDA GAS TRANSMISSION COMPANY, LLC		
Ву	Ву	
(Please type or print name)		(Please type or print name)
Title	Title	
Date	Date	

Part VII Form of Service Agreements Rate Schedule SFTS Version 4.0.0

EXHIBIT A		
ТО		
RATE SCHEDULE SFTS SERVICE AGREEMENT		
BETWEEN		
FLORIDA GAS TRANSMISSION COMPANY, LLC		
AND		
DATED		
Contract No		
Amendment No		
Fffective Date of this Exhibit Δ·		

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

(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.)

Part VII Form of Service Agreements Rate Schedule SFTS Version 4.0.0

EXHIBIT B		
ТО		
RATE SCHEDULE SFTS SERVICE AGREEMENT		
BETWEEN		
FLORIDA GAS TRANSMISSION COMPANY, LLC		
AND		
DATED		
Contract No		
Amendment No		
Effective Date of this Exhibit B:		

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

Part VII Form of Service Agreements Rate Schedule SFTS Version 4.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

· ·	EXHIBIT C
	TO
RATE SCHEDULE S	SFTS SERVICE AGREEMENT
E	BETWEEN
	NSMISSION COMPANY, LLC
	AND
,	DATED
Contract	No
	ent No
Effective Date of this	Exhibit C:
The parties hereby agree that Exhibit A and/or B and/or B are attached hereto.	3 are revised as described below and revised Exhibit A
[Mark the applicable section(s) below for each a	mendment number.]
Realignment of Points [summarize the changes to points]	
Contract Extension	
Contract Quantity [summarize the changes to MDQ/MDTC	ป
Administrative Contract Consolidation [list each service agreement number wit rights]	th associated MDTQ, termination date and extension
TRANSPORTER	SHIPPER
FLORIDA GAS TRANSMISSION COMPANY, LLC	
Ву	Ву
(Please type or print name)	(Please type or print name)
Title	Title
Date	Date

Page 8 of 9

Part VII Form of Service Agreements Rate Schedule SFTS Version 4.0.0

ADDENDUM
ТО
RATE SCHEDULE SFTS SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
<i></i>
Contract No
Effective Date of this Addendum:

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

NNQ Period (MMBtu)

October

November

December

January

February

March

April

May

June

July

August

September

Part VII Form of Service Agreements Rate Schedule SFTS Version 3.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF ]SERVICE AGREEMENT

Small Firm Transportation Service
Rate Schedule SFTS
Contract No.
THIS AGREEMENT entered into thisday of,, by and between Florida Gas  Fransmission Company, LLC, a limited liability company of the State of Delaware (herein called 'Transporter'), and (herein called "Shipper"),
WITNESSETH
Insert applicable WHEREAS clauses for background and informational purposes not to include binding consideration]
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 SFTS, the following terms when used herein shall have the meanings set forth below:
1.1 The term "Rate Schedule SFTS" shall mean Transporter's Rate Schedule SFTS as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 nereof 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

The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal 2.1 basis 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 on Exhibit A, plus Transporter's fuel, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, volumes up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule SFTS), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

### ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its SFTS MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this SFTS Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this SFTS Service Agreement.

# ARTICLE IV Payment and Rights in the Event of Non-Payment

- 4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule SFTS as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.
- 4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the 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 V Rights to Amend Rates and Terms and Conditions of Service

- 5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.
- 5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule SFTS, (b) Rate Schedule SFTS, 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; and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule SFTS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted

Filed: June 3, 2011 Effective: August 18, 2011

Page 2 of 9

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regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

#### ARTICLE VI Term of Agreement

6.1	This Agreement shall become effective	and shall continue in effect
	[include end date of primary term an	nd any applicable rollover or Right of First
Refusal details	s].	

- 6.2 In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected (Right of First Refusal or Roll-over Option) and upon the expiration of the primary term or roll-over, any termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.
  - 6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule SFTS.

#### ARTICLE VII

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

- 7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule SFTS and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt.
- 7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B.

### ARTICLE VIII Notices

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

Shipper:		
	Attention:	
	Telephone No	
	Fax No.	

Page 3 of 9

### ARTICLE IX Construction of Facilities

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

# ARTICLE X Regulatory Authorizations and Approvals

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

10.1 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 SFTS, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

#### ARTICLE XI Pressure

- 11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.
- 11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

# ARTICLE XII Other Provisions

### ARTICLE XIII Miscellaneous

13.1 his 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.

Part VII Form of Service Agreements Rate Schedule SFTS Version 3.0.0

- 13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.
- 13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.
- 13.4 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.

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

TRANSPORTER	SHIPPER	
FLORIDA GAS TRANSMISSION COMPANY, LLC		
Ву	Ву	
(Please type or print name)		(Please type or print name)
Title	Title	
Date	Date	

Part VII Form of Service Agreements Rate Schedule SFTS Version 3.0.0

EXHIBIT A
ТО
RATE SCHEDULE SFTS SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No
Amendment No
Effective Date of this Exhibit A:

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

(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.)

Part VII Form of Service Agreements Rate Schedule SFTS Version 3.0.0

EXHIBIT B		
ТО		
RATE SCHEDULE SFTS SERVICE AGREEMENT		
BETWEEN		
FLORIDA GAS TRANSMISSION COMPANY, LLC		
AND		
DATED		
Contract No		
Amendment No		
Effective Date of this Exhibit B:		

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

Part VII Form of Service Agreements Rate Schedule SFTS Version 3.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

	EX	(HIBIT C			
		ТО			
	RATE SCHEDULE SFTS SERVICE AGREEMENT BETWEEN				
	FLORIDA GAS TRANS	SMISSION COMPANY, LLC			
		AND			
		DATED			
	Contract N				
	Amendmei	nt No			
	Effective Date of this E	Exhibit C:			
The parties hereby agree and/or B are attached he		are revised as described below	and revised Exhibit A		
[Mark the applicable sec	tion(s) below for each am	nendment number.]			
Realignment of P	oints				
<del>-</del>	changes to points]				
Contract Quantit	y				
	changes to MDQ/MDTQ]				
	ontract Consolidation agreement number with	associated MDTQ, termination	ı date and extension		
TRANSPORTE	R	SHIPPER			
FLORIDA GAS TRANSMIS	SION COMPANY, LLC				
Ву		Ву			
(Please type or prin	 nt name)	(Please type or print r	name)		
Title		Title			
Date		Date			

Page 8 of 9

Part VII Form of Service Agreements Rate Schedule SFTS Version 3.0.0

ADDENDUM				
ТО				
RATE SCHEDULE SFTS SERVICE AGREEMENT				
BETWEEN				
FLORIDA GAS TRANSMISSION COMPANY, LLC				
AND				
DATED				
Contract No				
Effective Date of this Addendum:				

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

Period (MMBtu)

October

November

December

January

February

March

April

May

June

July

August

September

2.1

Part VII Form of Service Agreements Rate Schedule SFTS Version 2.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF ]SERVICE AGREEMENT

Small Firm Transportation Service
Rate Schedule SFTS
Contract No
THIS AGREEMENT entered into thisday of,, by and between Florida Gas Fransmission Company, LLC, a limited liability company of the State of Delaware (herein called 'Transporter"), and (herein called "Shipper"),
WITNESSETH
Insert applicable WHEREAS clauses for background and informational purposes not to include binding consideration]
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 SFTS, the following terms when used herein shall have the meanings set forth below:
1.1 The term "Rate Schedule SFTS" shall mean Transporter's Rate Schedule SFTS as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 nereof 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

basis 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.

The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal

Filed: April 20, 2011 Effective: May 21, 2011 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 on Exhibit A, plus Transporter's fuel, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, volumes up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule SFTS), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

### ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its SFTS MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this SFTS Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this SFTS Service Agreement.

# ARTICLE IV Payment and Rights in the Event of Non-Payment

- 4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule SFTS as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.
- 4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the 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 V Rights to Amend Rates and Terms and Conditions of Service

- 5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.
- 5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule SFTS, (b) Rate Schedule SFTS, 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; and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule SFTS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted

Filed: April 20, 2011 Effective: May 21, 2011

Page 2 of 9

Part VII Form of Service Agreements Rate Schedule SFTS Version 2.0.0

regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

#### ARTICLE VI Term of Agreement

6.1	This Agreement shall become effective	and shall continue in effect
	[include end date of primary term a	nd any applicable rollover or Right of First
Refusal details	s].	

- 6.2 In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected (Right of First Refusal or Roll-over Option) and upon the expiration of the primary term or roll-over, any termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.
  - 6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule SFTS.

#### ARTICLE VII

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

- 7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule SFTS and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt.
- 7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B.

### ARTICLE VIII Notices

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

Shipper:		
	Attention:	
	Telephone No	
	Fax No.	
		ARTICLE IX

Page 3 of 9

Filed: April 20, 2011 Effective: May 21, 2011

#### Construction of Facilities

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

# ARTICLE X Regulatory Authorizations and Approvals

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

10.1 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 SFTS, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

### ARTICLE XI Pressure

- 11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.
- 11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

### ARTICLE XIII Miscellaneous

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

Page 4 of 9

Filed: April 20, 2011 Effective: May 21, 2011

Part VII Form of Service Agreements Rate Schedule SFTS Version 2.0.0

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

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

TRANSPORTER		SHIPPER	
FLORID	OA GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

Filed: April 20, 2011 Effective: May 21, 2011

Page 5 of 9

Part VII Form of Service Agreements Rate Schedule SFTS Version 2.0.0

EXHIBIT A
ТО
RATE SCHEDULE SFTS SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No
Amendment No
Effective Date of this Exhibit A:

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

(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.)

Filed: April 20, 2011 Effective: May 21, 2011

Part VII Form of Service Agreements Rate Schedule SFTS Version 2.0.0

EXHIBIT B
ТО
RATE SCHEDULE SFTS SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
<b>/</b>
Contract No
Amendment No
Effective Date of this Exhibit B:

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

Filed: April 20, 2011 Effective: May 21, 2011

Page 7 of 9

Part VII Form of Service Agreements Rate Schedule SFTS Version 2.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

	EX	HIBIT C	
		ТО	
	RATE SCHEDULE SF	TS SERVICE AGREEMENT	
	BE	TWEEN	
	FLORIDA GAS TRANS	SMISSION COMPANY, LLC	
		AND	
		DATED	_
	Contract No	o	
	Amendmer	nt No	
	Effective Date of this E	xhibit C:	
The parties hereby agree and/or B are attached he		re revised as described belo	w and revised Exhibit A
[Mark the applicable sect	tion(s) below for each am	endment number.]	
Realignment of P	oints		
[summarize the o	changes to points]		
Contract Quantity	у		
[summarize the o	changes to MDQ/MDTQ]		
	ontract Consolidation agreement number with	associated MDTQ, terminat	ion date and extension
TRANSPORTE	R	SHIPPER	
FLORIDA GAS TRANSMISS	SION COMPANY, LLC		
Ву		Ву	
(Please type or prin	t name)	(Please type or prir	nt name)
Title		Title	
Date		Date	

Page 8 of 9

Filed: April 20, 2011 Effective: May 21, 2011

Part VII Form of Service Agreements Rate Schedule SFTS Version 2.0.0

ADDENDUM
TO
RATE SCHEDULE SFTS SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No
Effective Date of this Addendum:

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

NNQ Period (MMBtu)

October

November

December

January

February

. . . .

March

April

May

June

July

August

September

Filed: April 20, 2011 Effective: May 21, 2011

Part VII Form of Service Agreements Rate Schedule SFTS Version 1.0.0

### FORM OF SERVICE AGREEMENT Small Firm Transportation Service SFTS

THIS AGREEMENT entered into this_	day of	,, by and between Florida Gas
Transmission Company, LLC, a limited liabilit	ty company o	of the State of Delaware (herein called
"Transporter"), and	(herei	n called "Shipper"),

#### WITNESSETH

WHEREAS, Shipper meets the requirements for service under Rate Schedule SFTS; and

WHEREAS, Transporter is willing to provide firm transportation service to Shipper under Rate Schedule SFTS, a successor schedule to Rate Schedule SGS; and

WHEREAS, Shipper has completed and submitted to Transporter a valid request for transportation service under Rate Schedule SFTS ("Request"); and

WHEREAS, in accordance with such Request, such service will be provided by Transporter for Shipper in accordance with the terms thereof.

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 SFTS, the following terms when used herein shall have the meanings set forth below:

- 1.1 The term "Rate Schedule SFTS" shall mean Transporter's Rate Schedule SFTS as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.
- 1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

# ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis 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 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 on Exhibit A, plus Transporter's fuel, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, volumes up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule SFTS), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

# ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its SFTS MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this SFTS Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this SFTS Service Agreement.

# ARTICLE IV Payment and Rights in the Event of Non-Payment

- 4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule SFTS as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.
- 4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the 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 V Rights to Amend Rates and Terms and Conditions of Service

- 5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.
- 5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule SFTS, (b) Rate Schedule SFTS, 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

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be subject to change hereunder by means of a Section 4 Filing; and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule SFTS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

### ARTICLE VI Term of Agreement and Commencement of Service

6.1	The primary term of this Agreement shall commence on $ \_$	and shall continue
in effect	(include end date of primary term and any	applicable rollover or Right
of First Refusal	l details).	

- 6.2 In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected (Right of First Refusal or Roll-over Option) and upon the expiration of the primary term or roll-over, any termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.
- 6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule SFTS.

#### ARTICLE VII

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

- 7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule SFTS and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt.
- 7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B.

### ARTICLE VIII Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

Part VII Form of Service Agreements Rate Schedule SFTS Version 1.0.0

#### **ADMINISTRATIVE MATTERS**

Transporter: Florida Gas Transmission Company, LLC

P. O. Box 4967

Houston, Texas 77210-4967

Attention: FGT Marketing Administration Department

### PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC

NationsBank ABA No. 111000012

Account No. 3750354511

Dallas, Texas

ARTICLE IX Facilities

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

# ARTICLE X Regulatory Authorizations and Approvals

10.1 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 SFTS, this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

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

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

ARTICLE XII
Other Provisions

# ARTICLE XIII Miscellaneous

- 13.1 his 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.
- 13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.
- 13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.
- 13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

Part VII Form of Service Agreements Rate Schedule SFTS Version 1.0.0

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

	TRANSPORTER		SHIPPER
FLORID	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

Filed: March 1, 2011

Effective: April 1, 2011

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### SMALL FIRM GAS TRANSPORTATION AGREEMENT

**BETWEEN** 

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND	
DATED	

(Transporter and Shipper may use the following format or a different format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range. MDQ shall be exclusive of Fuel Reimbursement.)

Point(s) of Receipt

Description of Point of Receipt	October Maximum Daily Quantity (excluding fuel) (MMBtu)	November-March Maximum Daily Quantity (excluding fuel) (MMBtu)
	April	May-September

April May-September
Maximum Daily Maximum Daily
Quantity Quantity
(excluding fuel) (excluding fuel)
(MMBtu) (MMBtu)

Date of this Exhibit A:

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### SMALL FIRM GAS TRANSPORTATION AGREEMENT

**BETWEEN** 

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND	
 DATED	

(Transporter and Shipper may use the following format or a different format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.)

Point(s) of Delivery	,
----------------------	---

	October	November-March
	Maximum Daily	Maximum Daily
	Quantity	Quantity
Description of		
Point of Delivery	(MMBtu)	(MMBtu)

Total MDTQ:

April	May-September
Maximum Daily	Maximum Daily
Quantity	Quantity
(MMBtu)	(MMBtu)

Total MDTQ:

Date of this Exhibit B:

### **ADDENDUM**

TO

### SMALL FIRM GAS TRANSPORTATION AGREEMENT

**BETWEEN** 

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND	
 DATED	
,	

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

Period (MMBtu)

October
November
December
January
February
March
April
May
June
July
August
September

Dated: \_\_\_\_\_

Part VII Form of Service Agreements Rate Schedule SFTS Version 0.1.0

### FORM OF SERVICE AGREEMENT Small Firm Transportation Service SFTS

THIS AGREEMENT entered into thisday of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
WITNESSETH

WHEREAS, Shipper meets the requirements for service under Rate Schedule SFTS; and

WHEREAS, Transporter is willing to provide firm transportation service to Shipper under Rate Schedule SFTS, a successor schedule to Rate Schedule SGS; and

WHEREAS, Shipper has completed and submitted to Transporter a valid request for transportation service under Rate Schedule SFTS ("Request"); and

WHEREAS, in accordance with such Request, such service will be provided by Transporter for Shipper in accordance with the terms thereof.

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 SFTS, the following terms when used herein shall have the meanings set forth below:

- 1.1 The term "Rate Schedule SFTS" shall mean Transporter's Rate Schedule SFTS as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.
- 1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

# ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas

Filed: October 13, 2010 Effective: July 30, 2010

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 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 on Exhibit A, plus Transporter's fuel, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, volumes up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule SFTS), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

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# ARTICLE IV Payment and Rights in the Event of Non-Payment

- 4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule SFTS as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.
- 4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the 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 V Rights to Amend Rates and Terms and Conditions of Service

- 5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.
- 5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule SFTS, (b) Rate Schedule SFTS, 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

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be subject to change hereunder by means of a Section 4 Filing; and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule SFTS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

# ARTICLE VI Term of Agreement and Commencement of Service

6.1	The primary term of this Agreement shall commence on	 and shall continue
in effect	·	

- 6.2 In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected (Right of First Refusal or Roll-over Option) and upon the expiration of the primary term or roll-over, any termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.
- 6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule SFTS.

### ARTICLE VII

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

- 7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule SFTS and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt.
- 7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B.

# ARTICLE VIII Notices

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Filed: October 13, 2010 Effective: July 30, 2010

Page 3 of 9

Part VII Form of Service Agreements Rate Schedule SFTS Version 0.1.0

### **ADMINISTRATIVE MATTERS**

Transporter: Florida Gas Transmission Company, LLC

P. O. Box 4967

Houston, Texas 77210-4967

Attention: FGT Marketing Administration Department

### PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC

NationsBank ABA No. 111000012

Account No. 3750354511

Dallas, Texas

# ARTICLE IX Facilities

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

# ARTICLE X Regulatory Authorizations and Approvals

10.1 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 SFTS, this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

### ARTICLE XI Pressure

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

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Filed: October 13, 2010 Effective: July 30, 2010

Part VII Form of Service Agreements Rate Schedule SFTS Version 0.1.0

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

### ARTICLE XII Other Provisions

# ARTICLE XIII Miscellaneous

- 13.1 his 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.
- 13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.
- 13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.
- 13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

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Filed: October 13, 2010 Effective: July 30, 2010

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

TRANSPORTER			SHIPPER
FLORID	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

Filed: October 13, 2010 Effective: July 30, 2010

<b>EXH</b>	IB۱٦	ГΑ

### SMALL FIRM GAS TRANSPORTATION AGREEMENT

**BETWEEN** 

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND \_\_\_\_\_\_

(Transporter and Shipper may use the following format or a different format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range. MDQ shall be exclusive of Fuel Reimbursement.)

Point(s) of Receipt

October November-March
Maximum Daily Maximum Daily
Quantity Quantity
Description of (excluding fuel) (excluding fuel)
Point of Receipt (MMBtu) (MMBtu)

April May-September
Maximum Daily Maximum Daily
Quantity Quantity
(excluding fuel) (excluding fuel)
(MMBtu) (MMBtu)

Date of this Exhibit A:

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### SMALL FIRM GAS TRANSPORTATION AGREEMENT

**BETWEEN** 

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND	
DATED	

(Transporter and Shipper may use the following format or a different format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.)

Point(s) of Delivery

October November-March

Maximum Daily Maximum Daily

Quantity Quantity

Description of
Point of Delivery (MMBtu) (MMBtu)

Total MDTQ:

April May-September
Maximum Daily
Quantity Quantity

(MMBtu) (MMBtu)

Total MDTQ:

Date of this Exhibit B:

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Filed: October 13, 2010 Effective: July 30, 2010

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### SMALL FIRM GAS TRANSPORTATION AGREEMENT

**BETWEEN** 

FLORIDA GAS TRANSMISSION COMPANY, LLC

AN.	ND
DA <sup>-</sup>	TED

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

Period (MMBtu)

October
November
December
January
February
March
April
May
June
July
August
September

Dated: \_\_\_\_\_

Filed: October 13, 2010 Effective: July 30, 2010

Part VII Form of Service Agreement Rate Schedule SFTS Version 0.0.0

### FORM OF SERVICE AGREEMENT Small Firm Transportation Service SFTS

THIS AGREEMENT entered into this	_day of,, by and between Florida Gas
Transmission Company, LLC, a limited liability of	ompany of the State of Delaware (herein called
"Transporter"), and	(herein called "Shipper"),
•	
WI	TNESSETH
WHEREAS, Shipper meets the requirem	ents for service under Rate Schedule SFTS; and

WHEREAS, Transporter is willing to provide firm transportation service to Shipper under Rate Schedule SFTS, a successor schedule to Rate Schedule SGS; and

WHEREAS, Shipper has completed and submitted to Transporter a valid request for transportation service under Rate Schedule SFTS ("Request"); and

WHEREAS, in accordance with such Request, such service will be provided by Transporter for Shipper in accordance with the terms thereof.

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:

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

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- 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

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Filed: July 30, 2010

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in effect	,			

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

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Part VII Form of Service Agreement Rate Schedule SFTS Version 0.0.0

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Transporter: Florida Gas Transmission Company, LLC

P. O. Box 4967

Houston, Texas 77210-4967

Attention: FGT Marketing Administration Department

### PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC

NationsBank ABA No. 111000012

Account No. 3750354511

Dallas, Texas

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Part VII Form of Service Agreement Rate Schedule SFTS Version 0.0.0

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ARTICLE XII
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- 13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.
- 13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.
- 13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

Part VII Form of Service Agreement Rate Schedule SFTS Version 0.0.0

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

	TRANSPORTER		SHIPPER
FLORIDA	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
-		-	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

Page 6 of 9

<b>EXH</b>	IB۱٦	ГΑ

### SMALL FIRM GAS TRANSPORTATION AGREEMENT

**BETWEEN** 

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND
\_\_\_\_\_DATED

(Transporter and Shipper may use the following format or a different format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range. MDQ shall be exclusive of Fuel Reimbursement.)

Point(s) of Receipt

October November-March
Maximum Daily Maximum Daily
Quantity Quantity
Description of (excluding fuel) (excluding fuel)
Point of Receipt (MMBtu) (MMBtu)

April May-September
Maximum Daily Maximum Daily
Quantity Quantity
(excluding fuel) (excluding fuel)
(MMBtu) (MMBtu)

Date of this Exhibit A:

Page 7 of 9

**EXHIBIT B** 

TO

### SMALL FIRM GAS TRANSPORTATION AGREEMENT

**BETWEEN** 

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND	
DATED	

(Transporter and Shipper may use the following format or a different format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.)

Point(s) of Delivery

October	November-March
Maximum Daily	Maximum Daily
Quantity	Quantity
(MMBtu)	(MMBtu)

Total MDTQ:

Description of Point of Delivery

April	May-September
Maximum Daily	Maximum Daily
Quantity	Quantity
(MMBtu)	(MMBtu)

Total MDTQ:

Date of this Exhibit B:

Page 8 of 9

### **ADDENDUM**

TO

### SMALL FIRM GAS TRANSPORTATION AGREEMENT

**BETWEEN** 

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND	
 DATED	

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

Period (MMBtu)

October
November
December
January
February
March
April
May
June
July
August
September

Dated: \_\_\_\_\_

Part VII Form of Service Agreements Rate Schedule FTS-WD Version 4.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

# [FORM OF ]SERVICE AGREEMENT Firm Transportation Service - Western Division Rate Schedule FTS-WD

Contract No
THIS AGREEMENT entered into thisday of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(d) of Rate Schedule FTS-WD, insert the following paragraph:
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and
collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(d) of Rate Schedule FTS-WD which is incorporated herein by reference.]
WITNESSETH
[Insert applicable WHEREAS clauses for background and informational purposes not to include binding consideration]
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, the following terms when used herein shall have the meanings set forth below:
1.1 The term "Rate Schedule FTS-WD" shall mean Transporter's Rate Schedule FTS-WD as

Page 1 of 8

filed with the FERC as changed and adjusted from time to time by Transporter in accordance with

Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

Part VII Form of Service Agreements Rate Schedule FTS-WD Version 4.0.0

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), 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 Reserved

# ARTICLE IV Payment and Rights in the Event of Non-Payment

- 4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-WD as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.
- 4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the 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 V

### Rights to Amend Rates and Terms and Conditions of Service

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

Page 2 of 8

Filed: September 19, 2014

Effective: October 20, 2014

Part VII Form of Service Agreements Rate Schedule FTS-WD Version 4.0.0

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

# ARTICLE VI Term of Agreement and Commencement of Service

6.	.1 T	his Agreement shall become effective	and shall continue in
effect		[include end date of primary term and any applicab	le rollover or Right of First
Refusal de	etails].		

- 6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.
  - 6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-WD.

#### ARTICLE VII

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

- 7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-WD and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.
- 7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-WD and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

Part VII Form of Service Agreements Rate Schedule FTS-WD Version 4.0.0

### ARTICLE VIII Notices

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

Shipper:		
	Attention:	
	Telephone No	
	Fax No.	

# ARTICLE IX Construction of Facilities

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

# ARTICLE X Regulatory Authorizations and Approvals

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

10.1 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 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

### ARTICLE XI Pressure

- 11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.
- 11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

Page 4 of 8

Part VII Form of Service Agreements Rate Schedule FTS-WD Version 4.0.0

### ARTICLE XII Other Provisions

### ARTICLE XIII Miscellaneous

- 13.1 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.
- 13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.
  - 13.3 This Agreement contains Exhibits A and B which are incorporated fully herein.
- 13.4 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 XIV Superseding Prior Service Agreements

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

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

TRANSPORTER		SHIPPER		
FLORID	A GAS TRANSMISSION COMPANY, LLC			
Ву		Ву		
	(Please type or print name)		(Please type or print name)	
Title		Title		
Date		Date		

Page 5 of 8

Part VII Form of Service Agreements Rate Schedule FTS-WD Version 4.0.0

EXHIBIT A			
ТО			
RATE SCHEDULE FTS-WD SERVICE AGREEMENT			
BETWEEN			
FLORIDA GAS TRANSMISSION COMPANY, LLC			
AND			
DATED			
Contract No			
Amendment No			
Effective Date of this Exhibit A:			

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

(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.)

Filed: September 19, 2014 Effective: October 20, 2014

Part VII Form of Service Agreements Rate Schedule FTS-WD Version 4.0.0

EXHIBIT B			
ТО			
RATE SCHEDULE FTS-WD SERVICE AGREEMENT			
BETWEEN			
FLORIDA GAS TRANSMISSION COMPANY, LLC			
AND			
<u></u>			
DATED			
Contract No			
Amendment No			
Effective Date of this Exhibit B:			

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

Filed: September 19, 2014 Effective: October 20, 2014

Part VII Form of Service Agreements Rate Schedule FTS-WD Version 4.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

		EX	KHIBIT C	
			TO	
		RATE SCHEDULE FTS-	-WD SERVICE A	AGREEMENT
		BE	TWEEN	
		FLORIDA GAS TRANS	SMISSION CO	ΜΡΑΝΥ, LLC
			AND	,
			DATED	
		Amendme	nt No	
		Effective Date of this E		
	arties hereby agree r B are attached he		are revised as	described below and revised Exhibit A
[Mark	the applicable sec	tion(s) below for each am	nendment nun	nber.]
	Realignment of P	oints		
	[summarize the o	changes to points]		
	Contract Extension	on		
	Contract Quantit	y changes to MDQ/MDTQ]		
		ontract Consolidation agreement number with	associated M	DTQ, termination date and extension
	TRANSPO	ORTER		SHIPPER
FLORII	DA GAS TRANSMIS	SION COMPANY, LLC		
Ву			Ву	
	(Please type or	print name)		(Please type or print name)
Title			Title	
Date			Date	

Page 8 of 8

Filed: September 19, 2014 Effective: October 20, 2014

Part VII Form of Service Agreements Rate Schedule FTS-WD Version 3.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

## [FORM OF ]SERVICE AGREEMENT Firm Transportation Service - Western Division Rate Schedule FTS-WD

Contract No
THIS AGREEMENT entered into thisday of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(d) of Rate Schedule FTS-WD, insert the following paragraph:
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and
collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(d) of Rate Schedule FTS-WD which is incorporated herein by reference.]
WITNESSETH
[Insert applicable WHEREAS clauses for background and informational purposes not to include binding consideration]
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, the following terms when used herein shall have the meanings set forth below:
1.1 The term "Rate Schedule FTS-WD" shall mean Transporter's Rate Schedule FTS-WD as

Page 1 of 8

filed with the FERC as changed and adjusted from time to time by Transporter in accordance with

Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

Part VII Form of Service Agreements Rate Schedule FTS-WD Version 3.0.0

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), 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 Reserved

### ARTICLE IV Payment and Rights in the Event of Non-Payment

- 4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-WD as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.
- 4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the 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 V

#### Rights to Amend Rates and Terms and Conditions of Service

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

Page 2 of 8

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Filed: June 3, 2011

Effective: August 18, 2011

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

### ARTICLE VI Term of Agreement and Commencement of Service

6.1	This Agreement shall become effective	and shall continue in
effect	[include end date of primary term and	any applicable rollover or Right of First
Refusal details	i].	

- 6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.
  - 6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-WD.

#### ARTICLE VII

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

- 7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-WD and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.
- 7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-WD and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

Part VII Form of Service Agreements Rate Schedule FTS-WD Version 3.0.0

### ARTICLE VIII Notices

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

Shipper:	
	Attention
	Attention:
	Telephone No
	Fax No.

### ARTICLE IX Construction of Facilities

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

### ARTICLE X Regulatory Authorizations and Approvals

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

10.1 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 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

#### ARTICLE XI Pressure

- 11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.
- 11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

Page 4 of 8

Part VII Form of Service Agreements Rate Schedule FTS-WD Version 3.0.0

### ARTICLE XII Other Provisions

### ARTICLE XIII Miscellaneous

- 13.1 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.
- 13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.
  - 13.3 This Agreement contains Exhibits A and B which are incorporated fully herein.
- 13.4 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 XIV Superseding Prior Service Agreements

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

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

	TRANSPORTER	SHIPPER	
FLORID	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title	,	Title	
Date		Date	

Page 5 of 8

Part VII Form of Service Agreements Rate Schedule FTS-WD Version 3.0.0

EXHIBIT A			
ТО			
RATE SCHEDULE FTS-WD SERVICE AGREEMENT			
BETWEEN			
FLORIDA GAS TRANSMISSION COMPANY, LLC			
AND			
DATED			
Contract No			
Amendment No			
Fffective Date of this Exhibit Δ·			

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

(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.)

Part VII Form of Service Agreements Rate Schedule FTS-WD Version 3.0.0

EXHIBIT B
ТО
RATE SCHEDULE FTS-WD SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No
Amendment No
Effective Date of this Exhibit B:

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

Filed: June 3, 2011 Effective: August 18, 2011

Page 7 of 8

Part VII Form of Service Agreements Rate Schedule FTS-WD Version 3.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

**EXHIBIT C** 

			TO	
		RATE SCHEDULE FTS-	WD SERVICE A	AGREEMENT
		BE	TWEEN	
		FLORIDA GAS TRANS	SMISSION CON	ΛΡΑΝΥ, LLC
			AND	,
			DATED	
		Contract No	<i></i>	<del></del>
		Amendmer	nt No	_
		Effective Date of this E	xhibit C:	
-	rties hereby agree B are attached he		re revised as o	described below and revised Exhibit A
[Mark t	the applicable sec	tion(s) below for each am	endment num	ber.]
	Realignment of Page 1985 [summarize the	oints changes to points]		
	Contract Quantit	y changes to MDQ/MDTQ]		
		ontract Consolidation agreement number with	associated MI	DTQ, termination date and extension
	TRANSPO	ORTER		SHIPPER
FLORID	A GAS TRANSMIS	SION COMPANY, LLC		
Ву			Ву	
	(Please type o	r print name)		(Please type or print name)
Title			Title	
Date			Date	

Page 8 of 8

Part VII Form of Service Agreements Rate Schedule FTS-WD Version 2.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

## [FORM OF ]SERVICE AGREEMENT Firm Transportation Service - Western Division Rate Schedule FTS-WD

Contract No
THIS AGREEMENT entered into thisday of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(d) of Rate Schedule FTS-WD, insert the following paragraph:
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and
collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(d) of Rate Schedule FTS-WD which is incorporated herein by reference.]
WITNESSETH
[Insert applicable WHEREAS clauses for background and informational purposes not to include binding consideration]
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, the following terms when used herein shall have the meanings set forth below:
1.1 The term "Rate Schedule FTS-WD" shall mean Transporter's Rate Schedule FTS-WD as

Page 1 of 9

filed with the FERC as changed and adjusted from time to time by Transporter in accordance with

Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

Filed: April 20, 2011 Effective: May 21, 2011

Part VII Form of Service Agreements Rate Schedule FTS-WD Version 2.0.0

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), 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 Reserved

### ARTICLE IV Payment and Rights in the Event of Non-Payment

- 4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-WD as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.
- 4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the 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 V

#### Rights to Amend Rates and Terms and Conditions of Service

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

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Filed: April 20, 2011

Effective: May 21, 2011

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

### ARTICLE VI Term of Agreement and Commencement of Service

6.1	This Agreement shall become effective	and shall continue in
effect	[include end date of primary term and	any applicable rollover or Right of First
Refusal details	5].	

- 6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.
  - 6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-WD.

#### ARTICLE VII

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

- 7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-WD and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.
- 7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-WD and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be

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located in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

### ARTICLE VIII Notices

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

Shipper:	
	Attention:
	Telephone No
	Fax No.

### ARTICLE IX Construction of Facilities

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

### ARTICLE X Regulatory Authorizations and Approvals

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

10.1 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 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

#### ARTICLE XI Pressure

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

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

ARTICLE XII
Other Provisions

### ARTICLE XIII Miscellaneous

- 13.1 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.
- 13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.
  - 13.3 This Agreement contains Exhibits A and B which are incorporated fully herein.
- 13.4 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 XIV Superseding Prior Service Agreements

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

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

TRANSPORTER	SHIPPER	
FLORIDA GAS TRANSMISSION COMPANY, LLC		
Ву	Ву	_
(Please type or print name)	(Please type or print name)	_

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Title	 Title	
Date	 Date	

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Effective: May 21, 2011

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EXHIBIT A
ТО
RATE SCHEDULE FTS-WD SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No
Amendment No
Effective Date of this Exhibit A:

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

(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.)

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Filed: April 20, 2011

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EXHIBIT B
ТО
RATE SCHEDULE FTS-WD SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
<i></i>
Contract No
Amendment No
Effective Date of this Exhibit B:

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

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[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

**EXHIBIT C** 

			TO	
		RATE SCHEDULE FTS	-WD SERVICE A	AGREEMENT
		BE	TWEEN	
		FLORIDA GAS TRAN	SMISSION CON	ΛΡΑΝΥ, LLC
			AND	,
			DATED	<del></del>
		Contract N	O	<del></del>
		Amendme	nt No	
		Effective Date of this E	Exhibit C:	
-	rties hereby agree B are attached he		are revised as o	described below and revised Exhibit A
[Mark t	the applicable sec	tion(s) below for each am	nendment num	ber.]
	Realignment of P	oints		
	[summarize the	changes to points]		
	Contract Quantit	у		
	[summarize the	changes to MDQ/MDTQ]		
		ontract Consolidation agreement number with	associated MI	DTQ, termination date and extension
	TRANSPO	ORTER		SHIPPER
FLORID	A GAS TRANSMIS	SION COMPANY, LLC		
Ву			Ву	
	(Please type or	r print name)		(Please type or print name)
Title			Title	
Date			Date	

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Filed: April 20, 2011 Effective: May 21, 2011

## FORM OF SERVICE AGREEMENT Firm Transportation Service - Western Division FTS-WD

THIS AGREEMENT entered into thisday of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
[or, when applicable, THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(d) of Rate Schedule FTS-WD which is incorporated herein by reference.]
WITNESSETH
WHEREAS, Shipper is interested in obtaining firm transportation service from Transporter and Transporter is willing to provide firm transportation service to Shipper; and
WHEREAS,
; and
WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.
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, the following terms when used herein shall have the meanings set forth below:

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filed with the FERC as changed and adjusted from time to time by Transporter in accordance with

Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

The term "Rate Schedule FTS-WD" shall mean Transporter's Rate Schedule FTS-WD as

Filed: March 1, 2011 Effective: April 1, 2011

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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 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), 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 Reserved

### ARTICLE IV Payment and Rights in the Event of Non-Payment

- 4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-WD as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.
- 4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the 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 V

#### Rights to Amend Rates and Terms and Conditions of Service

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

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

### ARTICLE VI Term of Agreement and Commencement of Service

6.1	The primary term of this Agreement shall commence on	and shall
continue in effe	ct(include end date of primary terr	m and any applicable rollover or
Right of First Re	fusal details).	

- 6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.
  - 6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-WD.

#### ARTICLE VII

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

- 7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-WD and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.
- 7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-WD and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be

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located in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

### ARTICLE VIII Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

#### **ADMINISTRATIVE MATTERS**

Transporter:	Florida Gas Transmission Company, LLC P. O. Box 4967
	Houston, Texas 77210-4967
	Attention: FGT Marketing Administration Department
Shipper:	
	Attention:

#### PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC

NationsBank ABA No. 111000012

Account No. 3750354511

Dallas, Texas

ARTICLE IX Facilities

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

### ARTICLE X Regulatory Authorizations and Approvals

10.1 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 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

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Filed: March 1, 2011 Effective: April 1, 2011

### ARTICLE XI Pressure

- 11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.
- 11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

### ARTICLE XII Other Provisions

### ARTICLE XIII Miscellaneous

- 13.1 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.
- 13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.
  - 13.3 This Agreement contains Exhibits A and B which are incorporated fully herein.
- 13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

### ARTICLE XIV Superseding Prior Service Agreements

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

Filed: March 1, 2011 Effective: April 1, 2011

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

	TRANSPORTER		SHIPPER
FLORID	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

Filed: March 1, 2011

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Effective: April 1, 2011

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TO

#### FIRM GAS TRANSPORTATION AGREEMENT

**BETWEEN** 

FLORIDA GAS TRANSMISSION COMPANY, LLC

	AND	
_	DATED	

(Transporter and Shipper may use the following format or a different format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range. MDQ shall be exclusive of Fuel Reimbursement.)

Point(s) of Receipt

	October	November-March
	Maximum Daily	Maximum Daily
	Quantity	Quantity
Description of	(excluding fuel)	(excluding fuel)
Point of Receipt	(MMBtu)	(MMBtu)
	April	May-September
	Maximum Daily	<b>Maximum Daily</b>
	Quantity	Quantity
	(excluding fuel)	(excluding fuel)
	(MMBtu)	(MMBtu)

Date of this Exhibit A:

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Filed: March 1, 2011 Effective: April 1, 2011

EXHII	BIT	ΤВ
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TO

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FIRM	GAS TRANSPORTATION	AGREEMENT	
	BETWEEN		
FLORIC	OA GAS TRANSMISSION	COMPANY, LLC	
	AND		
	DATED		
(Transporter and Shipper may use the of Points of Delivery and associated I range as well as maximum hourly quedelivery pressure.)	Maximum Daily Quantit	y (MDQ) by season, month a	nd/or date
Point(s) of Delivery			
Description of Point of Delivery	October Maximum Daily Quantity (MMBtu)	November-March Maximum Daily Quantity (MMBtu)	
Total MDTQ:			
	April Maximum Daily Quantity (MMBtu)	May-September Maximum Daily Quantity (MMBtu)	
Total MDTQ:			
Date of this Exhibit B:			

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Filed: March 1, 2011 Effective: April 1, 2011

Part VII Form of Service Agreements Rate Schedule FTS-WD Version 0.1.0

# FORM OF SERVICE AGREEMENT Firm Transportation Service - Western Division FTS-WD

THIS AGREEMENT entered into thisday of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
[or, when applicable, THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(d) of
Rate Schedule FTS-WD which is incorporated herein by reference.]
WITNESSETH
WHEREAS, Shipper is interested in obtaining firm transportation service from Transporter and Transporter is willing to provide firm transportation service to Shipper; and
WHEREAS,
; and
WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.
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, the following terms when used herein shall have the meanings set forth below:
1.1 The term "Rate Schedule FTS-WD" shall mean Transporter's Rate Schedule FTS-WD as

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filed with the FERC as changed and adjusted from time to time by Transporter in accordance with

Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

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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 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), 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 Reserved

### ARTICLE IV Payment and Rights in the Event of Non-Payment

- 4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-WD as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.
- 4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the 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 V Rights to Amend Rates and Terms and Conditions of Service

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

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

### ARTICLE VI Term of Agreement and Commencement of Service

6.1	The primary term of this Agreement shall commence on	and shal
continue in effe	ct	

- 6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.
  - 6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-WD.

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

- 7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-WD and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.
- 7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-WD and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be

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located in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

### ARTICLE VIII Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

#### **ADMINISTRATIVE MATTERS**

Transporter:	Florida Gas Transmission Company, LLC P. O. Box 4967 Houston, Texas 77210-4967 Attention: FGT Marketing Administration Department
Shipper:	
	Attention:

#### PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC

NationsBank ABA No. 111000012

Account No. 3750354511

Dallas, Texas

ARTICLE IX Facilities

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

### ARTICLE X Regulatory Authorizations and Approvals

10.1 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 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

Page 4 of 8

### ARTICLE XI Pressure

- 11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.
- 11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

### ARTICLE XII Other Provisions

### ARTICLE XIII Miscellaneous

- 13.1 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.
- 13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.
  - 13.3 This Agreement contains Exhibits A and B which are incorporated fully herein.
- 13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

### ARTICLE XIV Superseding Prior Service Agreements

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

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

	TRANSPORTER		SHIPPER
FLORID	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

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$\Gamma \Lambda \Gamma$	חוו	11	н

TO

#### FIRM GAS TRANSPORTATION AGREEMENT

**BETWEEN** 

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND
\_\_\_\_\_\_DATED

(Transporter and Shipper may use the following format or a different format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range. MDQ shall be exclusive of Fuel Reimbursement.)

Point(s) of Receipt

October November-March
Maximum Daily Maximum Daily
Quantity Quantity
Description of (excluding fuel) (excluding fuel)
Point of Receipt (MMBtu) (MMBtu)

April May-September
Maximum Daily
Quantity Quantity
(excluding fuel)
(MMBtu) (MMBtu)

Date of this Exhibit A:

Page 7 of 8

EXH	IBI.	TΒ

	10		
F	IRM GAS TRANSPORTATION	AGREEMENT	
	BETWEEN		
FLO	ORIDA GAS TRANSMISSION (	COMPANY, LLC	
	AND		
	DATED		
		<u> </u>	
(Transporter and Shipper may us of Points of Delivery and association range as well as maximum hourly delivery pressure.)	ted Maximum Daily Quantit	y (MDQ) by season, month a	nd/or date
Point(s) of Delivery			
Description of Point of Delivery	October Maximum Daily Quantity (MMBtu)	November-March Maximum Daily Quantity (MMBtu)	
Total MDTQ:			
	April Maximum Daily Quantity (MMBtu)	May-September Maximum Daily Quantity (MMBtu)	
Total MDTQ:			
Date of this Exhibit B:			

Page 8 of 8

Part VII Form of Service Agreement Rate Schedule FTS-WD Version 0.0.0

# FORM OF SERVICE AGREEMENT Firm Transportation Service - Western Division FTS-WD

THIS AGREEMENT entered into thisday of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
[or, when applicable, THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and ("Principals"), hereinafter individually and ("Principals"), hereinafter individually and ("Principals").
collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(d) of Rate Schedule FTS-WD which is incorporated herein by reference.]
WITNESSETH
WHEREAS, Shipper is interested in obtaining firm transportation service from Transporter and Transporter is willing to provide firm transportation service to Shipper; and
WHEREAS,
; and
WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.
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, the following terms when used herein shall have the meanings set forth below:
1.1 The term "Rate Schedule FTS-WD" shall mean Transporter's Rate Schedule FTS-WD as

Page 1 of 8

filed with the FERC as changed and adjusted from time to time by Transporter in accordance with

Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

Filed: July 30, 2010 Effective: July 30, 2010

Part VII Form of Service Agreement Rate Schedule FTS-WD Version 0.0.0

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 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), 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 Reserved

## ARTICLE IV Payment and Rights in the Event of Non-Payment

- 4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-WD as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.
- 4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the 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 V Rights to Amend Rates and Terms and Conditions of Service

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

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Filed: July 30, 2010 Effective: July 30, 2010

Page 2 of 8

Part VII Form of Service Agreement Rate Schedule FTS-WD Version 0.0.0

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

## ARTICLE VI Term of Agreement and Commencement of Service

6.1	The primary term of this Agreement shall commence on	and shal
continue in effe	ct	

- 6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.
  - 6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-WD.

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

- 7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-WD and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.
- 7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-WD and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be

Filed: July 30, 2010 Effective: July 30, 2010

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Part VII Form of Service Agreement Rate Schedule FTS-WD Version 0.0.0

located in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

### ARTICLE VIII Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

#### **ADMINISTRATIVE MATTERS**

Transporter:	Florida Gas Transmission Company, LLC P. O. Box 4967 Houston, Texas 77210-4967 Attention: FGT Marketing Administration Department
Shipper:	
	Attention:

#### PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC

NationsBank ABA No. 111000012

Account No. 3750354511

Dallas, Texas

ARTICLE IX Facilities

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

## ARTICLE X Regulatory Authorizations and Approvals

10.1 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 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

Page 4 of 8

Filed: July 30, 2010 Effective: July 30, 2010

#### ARTICLE XI Pressure

- 11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.
- 11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

### ARTICLE XII Other Provisions

### ARTICLE XIII Miscellaneous

- 13.1 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.
- 13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.
  - 13.3 This Agreement contains Exhibits A and B which are incorporated fully herein.
- 13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

### ARTICLE XIV Superseding Prior Service Agreements

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

Filed: July 30, 2010 Effective: July 30, 2010

Part VII Form of Service Agreement Rate Schedule FTS-WD Version 0.0.0

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

	TRANSPORTER		SHIPPER
FLORID	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

Filed: July 30, 2010

Page 6 of 8

Effective: July 30, 2010

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ΓXI	HIF	SII	A

TO

#### FIRM GAS TRANSPORTATION AGREEMENT

**BETWEEN** 

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND	
DATED	

(Transporter and Shipper may use the following format or a different format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range. MDQ shall be exclusive of Fuel Reimbursement.)

Point(s) of Receipt

	October	November-March
	Maximum Daily	Maximum Daily
	Quantity	Quantity
Description of	(excluding fuel)	(excluding fuel)
Point of Receipt	(MMBtu)	(MMBtu)
	April Maximum Daily Quantity (excluding fuel) (MMBtu)	May-September Maximum Daily Quantity (excluding fuel) (MMBtu)

Date of this Exhibit A:

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Filed: July 30, 2010 Effective: July 30, 2010

	10		
F	IRM GAS TRANSPORTATION	AGREEMENT	
	BETWEEN		
FL	ORIDA GAS TRANSMISSION (	COMPANY, LLC	
	AND		
	DATED		
		_	
(Transporter and Shipper may us of Points of Delivery and associa range as well as maximum hourl delivery pressure.)	ted Maximum Daily Quantity	y (MDQ) by season, month a	nd/or date
Point(s) of Delivery			
Description of Point of Delivery	October Maximum Daily Quantity (MMBtu)	November-March Maximum Daily Quantity (MMBtu)	
Total MDTQ:			
	April Maximum Daily Quantity (MMBtu)	May-September Maximum Daily Quantity (MMBtu)	
Total MDTQ:			
Date of this Exhibit B:			

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Filed: July 30, 2010 Effective: July 30, 2010

Part VII Form of Service Agreements Rate Schedule FTS-WD-2 Version 0.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

# [FORM OF ]SERVICE AGREEMENT Firm Transportation Service - Western Division Rate Schedule FTS-WD-2

Rate Scriedule F15-WD-2
Contract No
THIS AGREEMENT entered into thisday of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and (herein called "Shipper"),
[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(d) of Rate Schedule FTS-WD-2, insert the following paragraph:
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and
collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(d) of Rate Schedule FTS-WD-2 which is incorporated herein by reference.]
WITNESSETH
[Insert applicable WHEREAS clauses for background and informational purposes not to include binding consideration]
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:

Page 1 of 8

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.

The term "Rate Schedule FTS-WD-2" shall mean Transporter's Rate Schedule FTS-WD-2

Part VII Form of Service Agreements Rate Schedule FTS-WD-2 Version 0.0.0

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

Part VII Form of Service Agreements Rate Schedule FTS-WD-2 Version 0.0.0

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	and shall continue in
effect	[include end date of primary term and a	any applicable rollover or Right of First
Refusal details]		

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

#### ARTICLE VI

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

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

Filed: October 1, 2018 Effective: December 18, 2018

Page 3 of 8

Part VII Form of Service Agreements Rate Schedule FTS-WD-2 Version 0.0.0

#### 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:		
	Attention:	
	Telephone No	
	Fax No.	

### ARTICLE VIII Construction of Facilities

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

### ARTICLE IX Regulatory Authorizations and Approvals

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

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

### ARTICLE X Pressure

- 10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.
- 10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

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Part VII Form of Service Agreements Rate Schedule FTS-WD-2 Version 0.0.0

### 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:

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

	TRANSPORTER		SHIPPER
FLORIDA	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

Page 5 of 8

Part VII Form of Service Agreements Rate Schedule FTS-WD-2 Version 0.0.0

EXHIBIT A
TO
RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No
Amendment No
Effective Date of this Exhibit A:

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

(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.)

Part VII Form of Service Agreements Rate Schedule FTS-WD-2 Version 0.0.0

EXHIBIT B
ТО
RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DATED
Contract No
Amendment No
Effective Date of this Exhibit B:

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

Part VII Form of Service Agreements Rate Schedule FTS-WD-2 Version 0.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

	EXI	HIBIT C	
		TO	
	RATE SCHEDULE FTS-W		AGREEMENT
		TWEEN	
	FLORIDA GAS TRANS	MISSION CO	MPANY, LLC
	•	AND	
	D	ATED	
		, )	
	Amendmen	it No	
	Effective Date of this E	xhibit C:	
-	arties hereby agree that Exhibit A and/or B arr B are attached hereto.	re revised as	described below and revised Exhibit A
[Mark	the applicable section(s) below for each amo	endment nur	nber.]
	Realignment of Points [summarize the changes to points]		
	Contract Extension		
	Contract Quantity [summarize the changes to MDQ/MDTQ]		
	Administrative Contract Consolidation [list each service agreement number with rights]	associated M	DTQ, termination date and extension
	TRANSPORTER		SHIPPER
FLORII	DA GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

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Part VII Form of Service Agreements Rate Schedule ITS-1 Version 2.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF ]SERVICE AGREEMENT Interruptible Transportation Service Market Area Rate Schedule ITS-1

Contract No.	

THIS TRANSPORTATION SERVICE AGREEMENT by and between Flori	da Gas Transmission
Company, LLC, a Delaware limited liability company, ("Transporter"), and	("Shipper")
[ or, alternatively, omit the above and, when applicable, pursuant to Section	n 1(d) of Rate Schedule ITS-1,
insert the following: THIS TRANSPORTATION SERVICE AGREEMENT entered	l into thisday of
,, by and between Florida Gas Transmission Company, LL	C, a limited liability company
of the State of Delaware (herein called "Transporter") and	, as agent,
for ("Principals"), hereinafter indi	vidually and collectively
referred to as "Shipper," which Principals meet the requirements set forth in	n Section 1(e) of Rate
Schedule ITS-1 which is incorporated herein by reference,] covering the tran	nsportation of natural gas on
an interruptible basis by Transporter for Shipper, as more particularly descri	ibed in Rate Schedule ITS-1,
is entered into in accordance with the following terms and conditions:	
1. This transportation shall be provided pursuant to Subpart _	
Federal Energy Regulatory Commission's ("Commission") regulations. This t	ransportation is provided on
behalf of	
2. Quantity - Maximum Daily Transportation Quantity (MDTQ)	isMMBtu per day
3. Term: The primary term of this Agreement shall commence	e on and
shall continue in effect through and month to month the	reafter unless terminated by
either party upon thirty (30) days prior written notice to the other party. In	itial delivery hereunder shall
not commence until this Agreement is executed by Shipper and received by	
3.1 Termination for Non-Payment. In the event Shipper fails to	• •
under this Agreement pursuant to the provisions set forth in Section 15 of the	
Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right	to terminate this Agreement
as set forth in said Section 15.	
4. Rate: Unless Transporter confirms in writing a lower rate, S	hipper shall pay Transporter
each month for transportation service rendered hereunder at the maximum	
from time to time under Rate Schedule ITS-1, or any effective superseding rate	ate schedule on file with the
Commission, which shall be set forth in Transporter's FERC Gas Tariff, which	is incorporated herein by
reference, as it may be revised from time to time.	

Page 1 of 4

Filed: September 19, 2014 Effective: October 20, 2014

Date

Part VII Form of Service Agreements Rate Schedule ITS-1 Version 2.0.0

	5.	Address for notices to Shipper:			
		Attention: Telephone No Fax No			
	6.	Address for invoices to Shipper:			
		Attention:			
		Telephone No Fax No			
	7.	This Agreement supersedes and Transportation Service Agreeme		_	
	8.	Other Provisions:			
Agreer	ment wh	erein by reference and are made	a part of this Agroes a contract with	Terms and Conditions listed below a sement. This Transportation Service Florida Gas Transmission Company of conditions stated below.	•
FLORIE	DA GAS T	RANSMISSION COMPANY, LLC	Shipper:		
Ву			Ву _		
	(Plea	ase type or print name)	-	(Please type or print name)	
Title			Title _		
Date			Date		

Filed: September 19, 2014 Effective: October 20, 2014

#### **TERMS AND CONDITIONS**

#### **SECTION 1: Transportation Quantity**

- 1.1 Transporter agrees to receive and make available for delivery thermally equivalent volumes of natural gas on an interruptible basis, up to the Maximum Daily Transportation Quantity (MDTQ) set forth in this Agreement. The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Shipper may tender in the aggregate for transportation under this Agreement, exclusive of Transporter's fuel, and have made available for delivery at the applicable point(s) of delivery on any one day.
- 1.2 Transporter agrees that it may transport natural gas for Shipper in excess of the MDTQ provided that Transporter has determined that it has sufficient capacity to transport such excess volumes.

#### **SECTION 2:** Receipt and Delivery

- 2.1 Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt on Transporter's system at pressures sufficient to effect delivery into Transporter's facilities, as such pressure may vary from time to time, not to exceed the maximum allowable operating pressure; provided further, Transporter shall have no obligation to provide compression and/or alter its system operations to enable Shipper to effectuate said deliveries.
- 2.2 Transporter agrees to transport and make available for delivery gas to Shipper, or for Shipper's account, at the Point(s) of Delivery on Transporter's system up to the amount scheduled by Transporter; provided however, that no deliveries under this Service Agreement shall be scheduled at a Primary Delivery Point under an SFTS Service Agreement unless and until the SFTS Shipper has nominated a quantity under Rate Schedule SFTS equal to such Shipper's full MDTQ under Shipper's SFTS Service Agreement; provided further, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.
- 2.3 All imbalances shall be resolved in accordance with the balancing provisions in Section 14 of the General Terms and Conditions in Transporter's FERC Gas Tariff.

#### **SECTION 3: Termination**

Filed: September 19, 2014

3.1 Notwithstanding the "Term" set forth in paragraph 3 of this Agreement, this Agreement shall terminate upon written notice by Transporter to Shipper within forty-five (45) days from the effective date of this Agreement if Transporter determines that incomplete or inaccurate information has been submitted to effectuate this transportation service which causes such service to not comply with the Commission regulations.

Page 3 of 4

Part VII Form of Service Agreements Rate Schedule ITS-1 Version 2.0.0

3.2 Termination of this Agreement shall not relieve Transporter or Shipper of the obligation to make payments of amounts due hereunder to Transporter or Shipper, as applicable, arising from the provisions of Transporter's FERC Gas Tariff.

#### SECTION 4: General

- 4.1 This Agreement in all respects shall be subject to the provisions of Rate Schedule ITS-1, as well as the General Terms and Conditions of Transporter's FERC Gas Tariff, as the same may be revised from time to time.
- 4.2 Transporter's ITS-1 Rate Schedule and the General Terms and Conditions set forth in Transporter's FERC Gas Tariff, as the same may be revised from time to time, are hereby incorporated by reference and made a part hereof.
- 4.3 Transporter shall have the unilateral right to file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) to change any rates, charges or other provisions including the Form of Service Agreement and the existing Service Agreement set forth in Rate Schedule ITS-1 or the General Terms and Conditions of its FERC Gas Tariff from time to time and to place such changes in effect in accordance with Section 4 of the NGA. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law or FERC Order, without prejudice to Shipper's right to protest the same.

#### **SECTION 5: Notices and Payments**

5.1 Any notice, payment, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth in this Agreement and to Transporter when sent to Transporter's address posted on Transporter's Internet website.

Filed: September 19, 2014 Effective: October 20, 2014

Part VII Form of Service Agreements Rate Schedule ITS-1 Version 1.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

> [FORM OF ]SERVICE AGREEMENT Interruptible Transportation Service Market Area Rate Schedule ITS-1

> > ntract N

Contract No
THIS TRANSPORTATION SERVICE AGREEMENT by and between Florida Gas Transmission  Company, LLC, a Delaware limited liability company, ("Transporter"), and ("Shipper")  [ or, alternatively, omit the above and, when applicable, pursuant to Section 1(d) of Rate Schedule ITS-1, insert the following: THIS TRANSPORTATION SERVICE AGREEMENT entered into thisday of,, by and between Florida Gas Transmission Company, LLC, a limited liability company
of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule ITS-1 which is incorporated herein by reference,] covering the transportation of natural gas on
an interruptible basis by Transporter for Shipper, as more particularly described in Rate Schedule ITS-1, is entered into in accordance with the following terms and conditions:
1. This transportation shall be provided pursuant to Subpart of Part 284 of the Federal Energy Regulatory Commission's ("Commission") regulations. This transportation is provided on behalf of
2. Quantity - Maximum Daily Transportation Quantity (MDTQ) isMMBtu per day
3. Term: The primary term of this Agreement shall commence on and shall continue in effect through and month to month thereafter unless terminated by either party upon thirty (30) days prior written notice to the other party. Initial delivery hereunder shall not commence until this Agreement is executed by Shipper and received by Transporter.
3.1 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement pursuant to the provisions 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 as set forth in said Section 15.
4. Rate: Unless Transporter confirms in writing a lower rate, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule ITS-1, or any effective superseding rate schedule on file with the Commission, which shall be set forth in Transporter's FERC Gas Tariff, which is incorporated herein by reference, as it may be revised from time to time.

Page 1 of 4

Filed: April 20, 2011 Effective: May 21, 2011

Part VII Form of Service Agreements Rate Schedule ITS-1 Version 1.0.0

	5.	Address for notices to Shipper	: 		
		Attention: Telephone No Fax No			
	6.	Address for invoices to Shipper	: 		
		Attention: Telephone No			
	7.	This Agreement supersedes an Transportation Service Agreem	d cancels the follo	_	
	8.	Other Provisions:			
Agreer	nent wh	erein by reference and are made	e a part of this Agretes a contract with	Terms and Conditions listed below a seement. This Transportation Service Florida Gas Transmission Company, a conditions stated below.	•
FLORIE	)A GAS T	RANSMISSION COMPANY, LLC	Shipper:		
Ву			_ Ву _		
	(Plea	se type or print name)		(Please type or print name)	
Title			_ Title _		
Date			Date		

Page 2 of 4

Filed: April 20, 2011

#### **TERMS AND CONDITIONS**

#### **SECTION 1: Transportation Quantity**

- 1.1 Transporter agrees to receive and make available for delivery thermally equivalent volumes of natural gas on an interruptible basis, up to the Maximum Daily Transportation Quantity (MDTQ) set forth in this Agreement. The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Shipper may tender in the aggregate for transportation under this Agreement, exclusive of Transporter's fuel, and have made available for delivery at the applicable point(s) of delivery on any one day.
- 1.2 Transporter agrees that it may transport natural gas for Shipper in excess of the MDTQ provided that Transporter has determined that it has sufficient capacity to transport such excess volumes.

#### SECTION 2: Receipt and Delivery

- 2.1 Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt on Transporter's system at pressures sufficient to effect delivery into Transporter's facilities, as such pressure may vary from time to time, not to exceed the maximum allowable operating pressure; provided further, Transporter shall have no obligation to provide compression and/or alter its system operations to enable Shipper to effectuate said deliveries.
- 2.2 Transporter agrees to transport and make available for delivery gas to Shipper, or for Shipper's account, at the Point(s) of Delivery on Transporter's system up to the amount scheduled by Transporter; provided however, that no deliveries under this Service Agreement shall be scheduled at a Primary Delivery Point under an SFTS Service Agreement unless and until the SFTS Shipper has nominated a quantity under Rate Schedule SFTS equal to such Shipper's full MDTQ under Shipper's SFTS Service Agreement; provided further, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.
- 2.3 All imbalances shall be resolved in accordance with the balancing provisions in Section 14 of the General Terms and Conditions in Transporter's FERC Gas Tariff.

#### **SECTION 3: Termination**

Notwithstanding the "Term" set forth in paragraph 3 of this Agreement, this Agreement 3.1 shall terminate upon written notice by Transporter to Shipper within forty-five (45) days from the effective date of this Agreement if Transporter determines that incomplete or inaccurate information has been submitted to effectuate this transportation service which causes such service to not comply with the Commission regulations.

Page 3 of 4

Effective: May 21, 2011

Part VII Form of Service Agreements Rate Schedule ITS-1 Version 1.0.0

3.2 Termination of this Agreement shall not relieve Transporter or Shipper of the obligation to make payments of amounts due hereunder to Transporter or Shipper, as applicable, arising from the provisions of Transporter's FERC Gas Tariff.

#### SECTION 4: General

- 4.1 This Agreement in all respects shall be subject to the provisions of Rate Schedule ITS-1, as well as the General Terms and Conditions of Transporter's FERC Gas Tariff, as the same may be revised from time to time.
- 4.2 Transporter's ITS-1 Rate Schedule and the General Terms and Conditions set forth in Transporter's FERC Gas Tariff, as the same may be revised from time to time, are hereby incorporated by reference and made a part hereof.
- 4.3 Transporter shall have the unilateral right to file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) to change any rates, charges or other provisions including the Form of Service Agreement and the existing Service Agreement set forth in Rate Schedule ITS-1 or the General Terms and Conditions of its FERC Gas Tariff from time to time and to place such changes in effect in accordance with Section 4 of the NGA. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law or FERC Order, without prejudice to Shipper's right to protest the same.

#### **SECTION 5: Notices and Payments**

5.1 Any notice, payment, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth in this Agreement and to Transporter when sent to Transporter's address posted on Transporter's Internet website.

Filed: April 20, 2011 Effective: May 21, 2011

Part VII Form of Service Agreements Rate Schedule ITS-1 Version 0.1.0

### FORM OF SERVICE AGREEMENT Interruptible Transportation Service Market Area ITS-1

THIS TRA	ANSPORTATION SERVICE AGREEMENT by and between Florida Gas Transmission
	Delaware limited liability company, ("Transporter"), and ("Shipper") [or,
when applicable	, THIS TRANSPORTATION SERVICE AGREEMENT entered into thisday of,
, by and	between Florida Gas Transmission Company, LLC, a limited liability company of the
State of Delawa	e (herein called "Transporter") and, as agent, for
	("Principals"), hereinafter individually and collectively referred
to as "Shipper,"	which Principals meet the requirements set forth in Section 1(e) of Rate Schedule ITS-1
which is incorpo	rated herein by reference,] covering the transportation of natural gas on an
	sis by Transporter for Shipper, as more particularly described in Rate Schedule ITS-1, is
•	ccordance with the following terms and conditions:
	This transportation shall be provided pursuant to Subpart of Part 284 of the Regulatory Commission's ("Commission") regulations. This transportation is provided on
2.	Quantity - Maximum Daily Transportation Quantity (MDTQ) isMMBtu per day
shall continue in either party upo	Term: The primary term of this Agreement shall commence on and effect through and month to month thereafter unless terminated by n thirty (30) days prior written notice to the other party. Initial delivery hereunder shall until this Agreement is executed by Shipper and received by Transporter.
under this Agree	Termination for Non-Payment. In the event Shipper fails to pay for the service provided ement pursuant to the provisions set forth in Section 15 of the General Terms and ansporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement id Section 15.
each month for from time to tim Commission, wh	Rate: Unless Transporter confirms in writing a lower rate, Shipper shall pay Transporter transportation service rendered hereunder at the maximum rates or charges in effect the under Rate Schedule ITS-1, or any effective superseding rate schedule on file with the lich shall be set forth in Transporter's FERC Gas Tariff, which is incorporated herein by may be revised from time to time.
5.	Address for notices to Shipper:

Filed: October 13, 2010 Effective: July 30, 2010

Address for invoices to Shipper:

6.

Part VII Form of Service Agreements Rate Schedule ITS-1 Version 0.1.0

	7.	This Agreement supersedes and ca Transportation Service Agreement		•
1	8.	Other Provisions:		
9. Additional Terms and Conditions: The Additional Terms and Conditions listed below are incorporated herein by reference and are made a part of this Agreement. This Transportation Service Agreement when executed by Shipper constitutes a contract with Florida Gas Transmission Company, LLC for the transportation of natural gas, subject to the terms and conditions stated below.				
FLORIDA	GAS TI	RANSMISSION COMPANY, LLC	Shipper:	
Ву			Ву	
-	(Pleas	se type or print name)	-	(Please type or print name)
Title .			Title _	
Date _			Date _	

Page 2 of 4

Filed: October 13, 2010 Effective: July 30, 2010

Effective: July 30, 2010

#### TERMS AND CONDITIONS

#### **SECTION 1: Transportation Quantity**

- 1.1 Transporter agrees to receive and make available for delivery thermally equivalent volumes of natural gas on an interruptible basis, up to the Maximum Daily Transportation Quantity (MDTQ) set forth in this Agreement. The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Shipper may tender in the aggregate for transportation under this Agreement, exclusive of Transporter's fuel, and have made available for delivery at the applicable point(s) of delivery on any one day.
- 1.2 Transporter agrees that it may transport natural gas for Shipper in excess of the MDTQ provided that Transporter has determined that it has sufficient capacity to transport such excess volumes.

#### SECTION 2: Receipt and Delivery

- 2.1 Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt on Transporter's system at pressures sufficient to effect delivery into Transporter's facilities, as such pressure may vary from time to time, not to exceed the maximum allowable operating pressure; provided further, Transporter shall have no obligation to provide compression and/or alter its system operations to enable Shipper to effectuate said deliveries.
- 2.2 Transporter agrees to transport and make available for delivery gas to Shipper, or for Shipper's account, at the Point(s) of Delivery on Transporter's system up to the amount scheduled by Transporter; provided however, that no deliveries under this Service Agreement shall be scheduled at a Primary Delivery Point under an SFTS Service Agreement unless and until the SFTS Shipper has nominated a quantity under Rate Schedule SFTS equal to such Shipper's full MDTQ under Shipper's SFTS Service Agreement; provided further, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.
- 2.3 All imbalances shall be resolved in accordance with the balancing provisions in Section 14 of the General Terms and Conditions in Transporter's FERC Gas Tariff.

#### **SECTION 3: Termination**

3.1 Notwithstanding the "Term" set forth in paragraph 3 of this Agreement, this Agreement shall terminate upon written notice by Transporter to Shipper within forty-five (45) days from the effective date of this Agreement if Transporter determines that incomplete or inaccurate information has been submitted to effectuate this transportation service which causes such service to not comply with the Commission regulations.

Filed: October 13, 2010

3.2 Termination of this Agreement shall not relieve Transporter or Shipper of the obligation to make payments of amounts due hereunder to Transporter or Shipper, as applicable, arising from the provisions of Transporter's FERC Gas Tariff.

#### SECTION 4: General

- 4.1 This Agreement in all respects shall be subject to the provisions of Rate Schedule ITS-1, as well as the General Terms and Conditions of Transporter's FERC Gas Tariff, as the same may be revised from time to time.
- 4.2 Transporter's ITS-1 Rate Schedule and the General Terms and Conditions set forth in Transporter's FERC Gas Tariff, as the same may be revised from time to time, are hereby incorporated by reference and made a part hereof.
- 4.3 Transporter shall have the unilateral right to file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) to change any rates, charges or other provisions including the Form of Service Agreement and the existing Service Agreement set forth in Rate Schedule ITS-1 or the General Terms and Conditions of its FERC Gas Tariff from time to time and to place such changes in effect in accordance with Section 4 of the NGA. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law or FERC Order, without prejudice to Shipper's right to protest the same.

#### **SECTION 5: Notices and Payments**

5.1 Any notice, payment, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth in this Agreement and to Transporter when sent to the following:

<b>ACCOUNTING</b>	MATTERS:
-------------------	----------

#### ALL ADMINISTRATIVE NOTICES:

Florida Gas Transmission Company, LLC 5444 Westheimer Road P.O. Box 4967 Houston, Texas 77210-4967 Attn: Revenue & Gas Accounting FAX No. Florida Gas Transmission Company, LLC P.O. Box 4967 Houston, Texas 77210-4967 ATTN: FGT Marketing Administration FAX No. \_\_\_\_\_

#### PAYMENTS:

Florida Gas Transmission Company, LLC NationsBank ABA No. 111000012 Account No. 3750354511 Dallas, Texas

Filed: October 13, 2010 Effective: July 30, 2010

Part VII Form of Service Agreement Rate Schedule ITS-1 Version 0.0.0

### FORM OF SERVICE AGREEMENT Interruptible Transportation Service Market Area ITS-1

THIS TR	RANSPORTATION SERVICE AGREEMENT by ar	nd between Florida Gas Tra	ansmission
Company, LLC, a	a Delaware limited liability company, ("Trans	sporter"), and	("Shipper") [or,
when applicable	e, this transportation service agreem	ENT entered into this	day of,
, by and	d between Florida Gas Transmission Compar	ny, LLC, a limited liability c	ompany of the
	are (herein called "Transporter") and		
	("Principals"), her	reinafter individually and o	collectively referred
	which Principals meet the requirements set		
	orated herein by reference,] covering the tra		
	asis by Transporter for Shipper, as more part		
	accordance with the following terms and co		, ,
	This transportation shall be provided pursu		
0,5	Regulatory Commission's ("Commission") re	gulations. This transporta	tion is provided on
behalf of	·		
2.	Quantity - Maximum Daily Transportation C	Quantity (MDTO) is	MMRtu ner dav
۷.	Quantity Waximan Bany Transportation C	2ddiffity (1712 1 2) 13	iviivibta per day
3.	Term: The primary term of this Agreement	shall commence on	and
	n effect throughand mon		
	on thirty (30) days prior written notice to the		
	until this Agreement is executed by Shipper		
	Termination for Non-Payment. In the even		
	ement pursuant to the provisions set forth in		
	ransporter's FERC Gas Tariff, Transporter sha	all have the right to termin	ate this Agreement
as set forth in sa	aid Section 15.		
4	Data. Unless Transporter confirms in writin	og a lavvar rata Chinnar ah	all nov Transporter
	Rate: Unless Transporter confirms in writin		
	transportation service rendered hereunder		•
	me under Rate Schedule ITS-1, or any effectiv		
	hich shall be set forth in Transporter's FERC	Gas Tariii, which is incorpo	orated nerein by
reference, as it i	may be revised from time to time.		
5.	Address for notices to Shipper:		
	···		

Filed: July 30, 2010 Effective: July 30, 2010

Address for invoices to Shipper:

6.

Part VII Form of Service Agreement Rate Schedule ITS-1 Version 0.0.0

	7.	This Agreement supersedes and Transportation Service Agreeme		S .
	8.	Other Provisions:		
incorpoi Agreem	ent whe	erein by reference and are made	a part of this Ag es a contract wit	al Terms and Conditions listed below are reement. This Transportation Service th Florida Gas Transmission Company, and conditions stated below.
FLORIDA	A GAS TI	RANSMISSION COMPANY, LLC	Shipper	:
Ву			Ву	
	(Pleas	se type or print name)		(Please type or print name)
Title			Title	
Date			Date	

Page 2 of 4

Filed: July 30, 2010

#### TERMS AND CONDITIONS

#### **SECTION 1: Transportation Quantity**

- 1.1 Transporter agrees to receive and make available for delivery thermally equivalent volumes of natural gas on an interruptible basis, up to the Maximum Daily Transportation Quantity (MDTQ) set forth in this Agreement. The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Shipper may tender in the aggregate for transportation under this Agreement, exclusive of Transporter's fuel, and have made available for delivery at the applicable point(s) of delivery on any one day.
- 1.2 Transporter agrees that it may transport natural gas for Shipper in excess of the MDTQ provided that Transporter has determined that it has sufficient capacity to transport such excess volumes.

#### SECTION 2: Receipt and Delivery

- 2.1 Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt on Transporter's system at pressures sufficient to effect delivery into Transporter's facilities, as such pressure may vary from time to time, not to exceed the maximum allowable operating pressure; provided further, Transporter shall have no obligation to provide compression and/or alter its system operations to enable Shipper to effectuate said deliveries.
- 2.2 Transporter agrees to transport and make available for delivery gas to Shipper, or for Shipper's account, at the Point(s) of Delivery on Transporter's system up to the amount scheduled by Transporter; provided however, that no deliveries under this Service Agreement shall be scheduled at a Primary Delivery Point under an SFTS Service Agreement unless and until the SFTS Shipper has nominated a quantity under Rate Schedule SFTS equal to such Shipper's full MDTQ under Shipper's SFTS Service Agreement; provided further, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.
- 2.3 All imbalances shall be resolved in accordance with the balancing provisions in Section 14 of the General Terms and Conditions in Transporter's FERC Gas Tariff.

#### **SECTION 3: Termination**

3.1 Notwithstanding the "Term" set forth in paragraph 3 of this Agreement, this Agreement shall terminate upon written notice by Transporter to Shipper within forty-five (45) days from the effective date of this Agreement if Transporter determines that incomplete or inaccurate information has been submitted to effectuate this transportation service which causes such service to not comply with the Commission regulations.

Filed: July 30, 2010 Effective: July 30, 2010

3.2 Termination of this Agreement shall not relieve Transporter or Shipper of the obligation to make payments of amounts due hereunder to Transporter or Shipper, as applicable, arising from the provisions of Transporter's FERC Gas Tariff.

#### SECTION 4: General

- 4.1 This Agreement in all respects shall be subject to the provisions of Rate Schedule ITS-1, as well as the General Terms and Conditions of Transporter's FERC Gas Tariff, as the same may be revised from time to time.
- 4.2 Transporter's ITS-1 Rate Schedule and the General Terms and Conditions set forth in Transporter's FERC Gas Tariff, as the same may be revised from time to time, are hereby incorporated by reference and made a part hereof.
- 4.3 Transporter shall have the unilateral right to file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) to change any rates, charges or other provisions including the Form of Service Agreement and the existing Service Agreement set forth in Rate Schedule ITS-1 or the General Terms and Conditions of its FERC Gas Tariff from time to time and to place such changes in effect in accordance with Section 4 of the NGA. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law or FERC Order, without prejudice to Shipper's right to protest the same.

#### **SECTION 5: Notices and Payments**

5.1 Any notice, payment, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth in this Agreement and to Transporter when sent to the following:

<b>ACCOUNTING</b>	MATTERS:
-------------------	----------

#### ALL ADMINISTRATIVE NOTICES:

Florida Gas Transmission Company, LLC 5444 Westheimer Road P.O. Box 4967 Houston, Texas 77210-4967 Attn: Revenue & Gas Accounting FAX No. Florida Gas Transmission Company, LLC P.O. Box 4967 Houston, Texas 77210-4967 ATTN: FGT Marketing Administration FAX No. \_\_\_\_\_

#### PAYMENTS:

Florida Gas Transmission Company, LLC NationsBank ABA No. 111000012 Account No. 3750354511 Dallas, Texas

Filed: July 30, 2010 Effective: July 30, 2010

Part VII Form of Service Agreements Rate Schedule ITS-WD Version 1.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF ]SERVICE AGREEMENT Interruptible Transportation Service Western Division Rate Schedule ITS-WD

Contract No. \_\_\_\_\_

THIS TRANSPORTATION SERVICE AGREEMENT by and between Florida Gas Transmission  Company, LLC, a Delaware limited liability company, ("Transporter"), and ("Shipper")  [ or, alternatively, omit the above and, when applicable, pursuant to Section 1(e) of Rate Schedule ITS-  WD, insert the following: THIS TRANSPORTATION SERVICE AGREEMENT entered into this day of ,, by and between Florida Gas Transmission Company, LLC, a limited liability
company of the State of Delaware (herein called "Transporter") and, as
agent, for("Principals"), hereinafter individually and collectively
referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate
Schedule ITS-WD which is incorporated herein by reference,] covering the transportation of natural gas on an interruptible basis by Transporter for Shipper where deliveries are made in Transporter's Western Division as more particularly described herein, is entered into in accordance with the following terms and conditions:
1. This transportation shall be provided pursuant to Subpart of Part 284 of the
Federal Energy Regulatory Commission's ("Commission") regulations. This transportation is provided on behalf of
2. Quantity - Maximum Daily Transportation Quantity (MDTQ) is MMBtu per day.
3. Term: The primary term of this Agreement shall commence on and shall continue in effect through and month to month thereafter unless terminated by
either party upon thirty (30) days prior written notice to the other party. Initial delivery hereunder shall not commence until this Agreement is executed by Shipper and received by Transporter.
3.1 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement pursuant to the provisions 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 as set forth in said Section 15.
4. Rate: Unless Transporter confirms in writing a lower rate, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule ITS-WD, or any effective superseding rate schedule on file with the Commission, which shall be set forth in Transporter's FERC Gas Tariff, which is incorporated herein by reference, as it may be revised from time to time.

Filed: April 20, 2011 Effective: May 21, 2011

Date

	5.	Address for notices to Shipper:			
		Attention: Telephone No Fax No			
	6.	Address for invoices to Shipper:			
		Attention: Telephone No Fax No			
Agreen	7. nent(s) I	This Agreement supersedes and co between the parties hereto:	ancels the	e following Transportation Service	
	8.	Other Provisions:			
incorpo	9. orated h	Additional Terms and Conditions: nerein by reference and are made a		itional Terms and Conditions listed below a iis Agreement.	are
	ansmissi			Shipper constitutes a contract with Florida al gas, subject to the terms and conditions	
FLORID	A GAS 1	FRANSMISSION COMPANY, LLC	Shippe	r:	
Ву			Ву	<del>-</del>	
	(Ple	ase type or print name)	-	(Please type or print name)	
Title			Title _		
Date			Date		

Filed: April 20, 2011 Effective: May 21, 2011

#### **TERMS AND CONDITIONS**

#### **SECTION 1: Transportation Quantity**

- 1.1 Transporter agrees to receive and make available for delivery thermally equivalent volumes of natural gas on an interruptible basis, up to the Maximum Daily Transportation Quantity (MDTQ) set forth in this Agreement. The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Shipper may tender in the aggregate for transportation under this Agreement, exclusive of Transporter's fuel, and have made available for delivery at the applicable point(s) of delivery on any one day.
- 1.2 Transporter agrees that it may transport natural gas for Shipper in excess of the MDTQ provided that Transporter has determined that it has sufficient capacity to transport such excess volumes.

#### SECTION 2: Receipt and Delivery

- 2.1 Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt on Transporter's system at pressures sufficient to effect delivery into Transporter's facilities, as such pressure may vary from time to time, not to exceed the maximum allowable operating pressure; provided further, Transporter shall have no obligation to provide compression and/or alter its system operations to enable Shipper to effectuate said deliveries.
- 2.2 Transporter agrees to transport and make available for delivery gas to Shipper, or for Shipper's account, at the Point(s) of Delivery on Transporter's system up to the amount scheduled by Transporter; provided further, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.
- 2.3 All imbalances shall be resolved in accordance with the balancing provisions in Section 14 of the General Terms and Conditions in Transporter's FERC Gas Tariff.

#### **SECTION 3: Termination**

Filed: April 20, 2011

- 3.1 Notwithstanding the "Term" set forth in paragraph 3 of this Agreement, this Agreement shall terminate upon written notice by Transporter to Shipper within forty-five (45) days from the effective date of this Agreement if Transporter determines that incomplete or inaccurate information has been submitted to effectuate this transportation service which causes such service to not comply with the Commission regulations.
- 3.2 Termination of this Agreement shall not relieve Transporter or Shipper of the obligation to make payments of amounts due hereunder to Transporter or Shipper, as applicable, arising from the provisions of Transporter's FERC Gas Tariff.

Page 3 of 4

#### SECTION 4: General

- 4.1 This Agreement in all respects shall be subject to the provisions of Rate Schedule ITS-WD, as well as the General Terms and Conditions of Transporter's FERC Gas Tariff, as the same may be revised from time to time.
- 4.2 Transporter's ITS-WD Rate Schedule and the General Terms and Conditions set forth in Transporter's FERC Gas Tariff, as the same may be revised from time to time, are hereby incorporated by reference and made a part hereof.
- 4.3 Transporter shall have the unilateral right to file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) to change any rates, charges or other provisions including the Form of Service Agreement and the existing Service Agreement set forth in Rate Schedule ITS-WD or the General Terms and Conditions of its FERC Gas Tariff from time to time and to place such changes in effect in accordance with Section 4 of the NGA. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law or FERC Order, without prejudice to Shipper's right to protest the same.

#### **SECTION 5: Notices and Payments**

5.1 Any notice, payment, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth in this Agreement and to Transporter when sent to Transporter's address posted on Transporter's Internet website.

Page 4 of 4

Part VII Form of Service Agreements Rate Schedule ITS-WD Version 0.1.0

### FORM OF SERVICE AGREEMENT Interruptible Transportation Service Western Division ITS-WD

THIS TR	RANSPORTATION SERVICE AGREEMENT by and between Florida Gas Transmission
Company, LLC,	a Delaware limited liability company, ("Transporter"), and ("Shipper") [or
	e, THIS TRANSPORTATION SERVICE AGREEMENT entered into this day of
	, by and between Florida Gas Transmission Company, LLC, a limited liability
company of the	State of Delaware (herein called "Transporter") and
agent, for	
referred to as "	Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate
Schedule ITS-W	D which is incorporated herein by reference,] covering the transportation of natural gas
on an interrupt	ible basis by Transporter for Shipper where deliveries are made in Transporter's Wester
	e particularly described herein, is entered into in accordance with the following terms
and conditions:	·
1.	This transportation shall be provided pursuant to Subpart of Part 284 of the
Federal Energy	Regulatory Commission's ("Commission") regulations. This transportation is provided or
behalf of	
2.	Quantity - Maximum Daily Transportation Quantity (MDTQ) is MMBtu per day.
3.	Term: The primary term of this Agreement shall commence on and
	n effect through and month to month thereafter unless terminated b
	on thirty (30) days prior written notice to the other party. Initial delivery hereunder sha
not commence	until this Agreement is executed by Shipper and received by Transporter.
	3.1 Termination for Non-Payment. In the event Shipper fails to pay for the service
	this Agreement pursuant to the provisions set forth in Section 15 of the General Terms
	of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this
Agreement as s	set forth in said Section 15.
4	
4.	Rate: Unless Transporter confirms in writing a lower rate, Shipper shall pay Transporte
	transportation service rendered hereunder at the maximum rates or charges in effect
	me under Rate Schedule ITS-WD, or any effective superseding rate schedule on file with
	n, which shall be set forth in Transporter's FERC Gas Tariff, which is incorporated herein
by reference, a	s it may be revised from time to time.
5.	Address for notices to Shipper:
	<del></del>
	<del></del>

Filed: October 13, 2010 Effective: July 30, 2010

Page 1 of 4

6.

Address for invoices to Shipper:

Part VII Form of Service Agreements Rate Schedule ITS-WD Version 0.1.0

Agreen	7. nent(s) b	This Agreement supersedes and ca between the parties hereto:	 ncels th	e following Transportation Service
	8.	Other Provisions:		
incorpo	9. orated h	Additional Terms and Conditions: a perein by reference and are made a p		litional Terms and Conditions listed below are nis Agreement.
	nsmissi			Shipper constitutes a contract with Florida al gas, subject to the terms and conditions
FLORID	A GAS T	RANSMISSION COMPANY, LLC	Shippe	er:
Ву			Ву	
	——(Plea	ase type or print name)		(Please type or print name)
Title			Title	
Date			Date	

#### TERMS AND CONDITIONS

#### **SECTION 1: Transportation Quantity**

- 1.1 Transporter agrees to receive and make available for delivery thermally equivalent volumes of natural gas on an interruptible basis, up to the Maximum Daily Transportation Quantity (MDTQ) set forth in this Agreement. The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Shipper may tender in the aggregate for transportation under this Agreement, exclusive of Transporter's fuel, and have made available for delivery at the applicable point(s) of delivery on any one day.
- 1.2 Transporter agrees that it may transport natural gas for Shipper in excess of the MDTQ provided that Transporter has determined that it has sufficient capacity to transport such excess volumes.

### **SECTION 2: Receipt and Delivery**

- 2.1 Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt on Transporter's system at pressures sufficient to effect delivery into Transporter's facilities, as such pressure may vary from time to time, not to exceed the maximum allowable operating pressure; provided further, Transporter shall have no obligation to provide compression and/or alter its system operations to enable Shipper to effectuate said deliveries.
- 2.2 Transporter agrees to transport and make available for delivery gas to Shipper, or for Shipper's account, at the Point(s) of Delivery on Transporter's system up to the amount scheduled by Transporter; provided further, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.
- 2.3 All imbalances shall be resolved in accordance with the balancing provisions in Section 14 of the General Terms and Conditions in Transporter's FERC Gas Tariff.

#### **SECTION 3: Termination**

Filed: October 13, 2010

- 3.1 Notwithstanding the "Term" set forth in paragraph 3 of this Agreement, this Agreement shall terminate upon written notice by Transporter to Shipper within forty-five (45) days from the effective date of this Agreement if Transporter determines that incomplete or inaccurate information has been submitted to effectuate this transportation service which causes such service to not comply with the Commission regulations.
- 3.2 Termination of this Agreement shall not relieve Transporter or Shipper of the obligation to make payments of amounts due hereunder to Transporter or Shipper, as applicable, arising from the provisions of Transporter's FERC Gas Tariff.

Page 3 of 4

Part VII Form of Service Agreements Rate Schedule ITS-WD Version 0.1.0

#### SECTION 4: General

- 4.1 This Agreement in all respects shall be subject to the provisions of Rate Schedule ITS-WD, as well as the General Terms and Conditions of Transporter's FERC Gas Tariff, as the same may be revised from time to time.
- 4.2 Transporter's ITS-WD Rate Schedule and the General Terms and Conditions set forth in Transporter's FERC Gas Tariff, as the same may be revised from time to time, are hereby incorporated by reference and made a part hereof.
- 4.3 Transporter shall have the unilateral right to file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) to change any rates, charges or other provisions including the Form of Service Agreement and the existing Service Agreement set forth in Rate Schedule ITS-WD or the General Terms and Conditions of its FERC Gas Tariff from time to time and to place such changes in effect in accordance with Section 4 of the NGA. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law or FERC Order, without prejudice to Shipper's right to protest the same.

### **SECTION 5: Notices and Payments**

5.1 Any notice, payment, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth in this Agreement and to Transporter when sent to the following:

#### ACCOUNTING MATTERS:

Florida Gas Transmission Company, LLC 5444 Westheimer Road P.O. Box 4967 Houston, Texas 77210-4967 Attn: Revenue & Gas Accounting FAX No. \_\_\_\_\_\_

#### PAYMENTS:

Florida Gas Transmission Company, LLC NationsBank ABA No. 111000012 Account No. 3750354511 Dallas, Texas

#### ALL ADMINISTRATIVE NOTICES:

Florida Gas Transmission Company, LLC P.O. Box 4967
Houston, Texas 77210-4967
ATTN: FGT Marketing Administration FAX No.

Page 4 of 4

Part VII Form of Service Agreement Rate Schedule ITS-WD Version 0.0.0

### FORM OF SERVICE AGREEMENT Interruptible Transportation Service Western Division ITS-WD

THIS TRA	ANSPORTATION SERVICE AGREEMENT by and between Florida Gas Transmission
Company, LLC, a	Delaware limited liability company, ("Transporter"), and ("Shipper") [or,
when applicable	, THIS TRANSPORTATION SERVICE AGREEMENT entered into this day of
	, by and between Florida Gas Transmission Company, LLC, a limited liability
company of the	State of Delaware (herein called "Transporter") and, as
agent, for	("Principals"), hereinafter individually and collectively hipper," which Principals meet the requirements set forth in Section 1(e) of Rate
referred to as "S	hipper," which Principals meet the requirements set forth in Section 1(e) of Rate
Schedule ITS-WE	which is incorporated herein by reference,] covering the transportation of natural gas
	ole basis by Transporter for Shipper where deliveries are made in Transporter's Western
	particularly described herein, is entered into in accordance with the following terms
and conditions:	1
1.	This transportation shall be provided pursuant to Subpart of Part 284 of the
	Regulatory Commission's ("Commission") regulations. This transportation is provided on
0,5	
	<del></del>
2.	Quantity - Maximum Daily Transportation Quantity (MDTQ) is MMBtu per day.
3.	Term: The primary term of this Agreement shall commence on and
	effect through and month to month thereafter unless terminated by
either party upo	n thirty (30) days prior written notice to the other party. Initial delivery hereunder shall
	until this Agreement is executed by Shipper and received by Transporter.
	and received by manaporters
	3.1 Termination for Non-Payment. In the event Shipper fails to pay for the service
	this Agreement pursuant to the provisions set forth in Section 15 of the General Terms
	of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this
	et forth in said Section 15.
rigi comon as se	Trof triff said section 15.
4.	Rate: Unless Transporter confirms in writing a lower rate, Shipper shall pay Transporter
	transportation service rendered hereunder at the maximum rates or charges in effect
	ne under Rate Schedule ITS-WD, or any effective superseding rate schedule on file with
	, which shall be set forth in Transporter's FERC Gas Tariff, which is incorporated herein
	it may be revised from time to time.
by reference, as	it may be revised from time to time.
5.	Address for notices to Shipper:
٥.	
	<del></del>

Filed: July 30, 2010 Effective: July 30, 2010

6.

Address for invoices to Shipper:

Part VII Form of Service Agreement Rate Schedule ITS-WD Version 0.0.0

Agreer	7. ment(s) b	This Agreement supersedes and ca between the parties hereto:	ncels th	ne following Transportation Service
	8.	Other Provisions:		
incorp	9. orated h	Additional Terms and Conditions: erein by reference and are made a p		ditional Terms and Conditions listed below are his Agreement.
Gas Tra				Shipper constitutes a contract with Florida ral gas, subject to the terms and conditions
FLORIE	)A GAS T	RANSMISSION COMPANY, LLC	Shipp	er:
Ву			Ву	
	(Plea	ase type or print name)		(Please type or print name)
Title			Title	
Date			Date	

Filed: July 30, 2010 Effective: July 30, 2010

Effective: July 30, 2010

#### TERMS AND CONDITIONS

### **SECTION 1: Transportation Quantity**

- 1.1 Transporter agrees to receive and make available for delivery thermally equivalent volumes of natural gas on an interruptible basis, up to the Maximum Daily Transportation Quantity (MDTQ) set forth in this Agreement. The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Shipper may tender in the aggregate for transportation under this Agreement, exclusive of Transporter's fuel, and have made available for delivery at the applicable point(s) of delivery on any one day.
- 1.2 Transporter agrees that it may transport natural gas for Shipper in excess of the MDTQ provided that Transporter has determined that it has sufficient capacity to transport such excess volumes.

### **SECTION 2: Receipt and Delivery**

- 2.1 Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt on Transporter's system at pressures sufficient to effect delivery into Transporter's facilities, as such pressure may vary from time to time, not to exceed the maximum allowable operating pressure; provided further, Transporter shall have no obligation to provide compression and/or alter its system operations to enable Shipper to effectuate said deliveries.
- 2.2 Transporter agrees to transport and make available for delivery gas to Shipper, or for Shipper's account, at the Point(s) of Delivery on Transporter's system up to the amount scheduled by Transporter; provided further, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.
- 2.3 All imbalances shall be resolved in accordance with the balancing provisions in Section 14 of the General Terms and Conditions in Transporter's FERC Gas Tariff.

#### **SECTION 3: Termination**

- 3.1 Notwithstanding the "Term" set forth in paragraph 3 of this Agreement, this Agreement shall terminate upon written notice by Transporter to Shipper within forty-five (45) days from the effective date of this Agreement if Transporter determines that incomplete or inaccurate information has been submitted to effectuate this transportation service which causes such service to not comply with the Commission regulations.
- 3.2 Termination of this Agreement shall not relieve Transporter or Shipper of the obligation to make payments of amounts due hereunder to Transporter or Shipper, as applicable, arising from the provisions of Transporter's FERC Gas Tariff.

Filed: July 30, 2010

Part VII Form of Service Agreement Rate Schedule ITS-WD Version 0.0.0

#### SECTION 4: General

- 4.1 This Agreement in all respects shall be subject to the provisions of Rate Schedule ITS-WD, as well as the General Terms and Conditions of Transporter's FERC Gas Tariff, as the same may be revised from time to time.
- 4.2 Transporter's ITS-WD Rate Schedule and the General Terms and Conditions set forth in Transporter's FERC Gas Tariff, as the same may be revised from time to time, are hereby incorporated by reference and made a part hereof.
- 4.3 Transporter shall have the unilateral right to file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) to change any rates, charges or other provisions including the Form of Service Agreement and the existing Service Agreement set forth in Rate Schedule ITS-WD or the General Terms and Conditions of its FERC Gas Tariff from time to time and to place such changes in effect in accordance with Section 4 of the NGA. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law or FERC Order, without prejudice to Shipper's right to protest the same.

### **SECTION 5: Notices and Payments**

5.1 Any notice, payment, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth in this Agreement and to Transporter when sent to the following:

#### ACCOUNTING MATTERS:

Florida Gas Transmission Company, LLC 5444 Westheimer Road P.O. Box 4967 Houston, Texas 77210-4967 Attn: Revenue & Gas Accounting FAX No. \_\_\_\_\_\_

#### PAYMENTS:

Florida Gas Transmission Company, LLC NationsBank ABA No. 111000012 Account No. 3750354511 Dallas, Texas

#### ALL ADMINISTRATIVE NOTICES:

Florida Gas Transmission Company, LLC P.O. Box 4967 Houston, Texas 77210-4967 ATTN: FGT Marketing Administration FAX No.

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Filed: July 30, 2010 Effective: July 30, 2010

Part VII Form of Service Agreements Rate Schedule PNR Version 2.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

### [FORM OF ]SERVICE AGREEMENT Park'N Ride Service Rate Schedule PNR

Contract No.
THIS AGREEMENT entered into this day of,, by and between FLORIDA GAS TRANSMISSION COMPANY, LLC, a Delaware limited liability company, (hereinafter referred to as "Transporter"), first party, and, (hereinafter referred to as "Shipper"), second party,
[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1.A.3 of Rate Schedule PNR, insert the following paragraph:
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and
collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1.A.3 of Rate Schedule PNR which is incorporated herein by reference,]
WITNESSETH
[Insert applicable WHEREAS clauses for background and informational purposes not to include binding consideration]
NOW, THEREFORE, Transporter and Shipper agree as follows:
ARTICLE I PARK 'N RIDE SERVICES

- 1.1 For each of Shipper's Park or Ride transactions with Transporter, Shipper and Transporter shall execute a Purchase Order in the form attached hereto.
- 1.2 For Parking service, subject to the terms and provisions of this agreement (including the Purchase Order attached hereto) and of Transporter's Rate Schedule PNR and the General Terms and Conditions of Transporter's FERC Gas Tariff, as amended from time to time, Shipper agrees to deliver or cause gas to be delivered to Transporter and Transporter agrees (a) to receive a quantity of gas ("Parked Quantity"), up to the Maximum Daily Quantity, not to exceed the Maximum Total Quantity as specified in the executed Purchase Order(s), on behalf of Shipper at the agreed upon Point(s) of Service and at the agreed upon times on Transporter's system; and (b) to hold the Parked Quantity on Transporter's

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Part VII Form of Service Agreements Rate Schedule PNR Version 2.0.0

system and (c) to deliver, upon nomination by Shipper, the Parked Quantity to Shipper at the agreed upon Point(s) of Service and at the agreed upon time. Shipper shall make any necessary arrangements with Transporter and/or third parties to receive or deliver gas to Transporter at the agreed upon Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system.

- 1.3 For Riding service subject to the terms and provisions of this agreement (including the Purchase Order attached hereto) and of Transporter's Rate Schedule PNR and the General Terms and Conditions of Transporter's FERC Gas Tariff, as amended from time to time, Transporter agrees to deliver or cause gas to be delivered to Shipper and Shipper agrees: (a) to receive a quantity of gas ("Borrowed Quantity"), up to the Maximum Daily Quantity, not to exceed the Maximum Total Quantity as specified in the executed Purchase Order(s), at the available and agreed upon Point(s) of Service and at the agreed upon time on the Transporter's system; and (b) to return the Borrowed Quantity to Transporter at the agreed upon Point(s) of Service and at the agreed upon time. Shipper shall make any necessary arrangements with Transporter or third parties to receive gas from or deliver gas to Transporter at the agreed upon Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system and shall provide for coordinated scheduling with Transporter.
- 1.4 Service rendered hereunder shall be subject to scheduling and curtailment or interruption in accordance with Sections 10 and 17 of the General Terms and Conditions of Transporter's FERC Gas Tariff. Service rendered hereunder shall also be subject to curtailment or interruption under Section 10.A. of Rate Schedule PNR at any time for operational reasons as determined by Transporter, in Transporter's sole discretion not to be exercised unreasonably. In the event Transporter is unable to provide the quantities of Park 'N Ride Service requested by all Shippers under Rate Schedule PNR, then Transporter shall allocate available Park 'N Ride Service among such Shippers in accordance with Section 9 of Transporter's Rate Schedule PNR.

# Article II POINT(S) OF SERVICE

Transporter shall render Park 'N Ride Service to Shipper at the Point(s) of Service agreed to by Transporter and Shipper.

### ARTICLE III TERM OF AGREEMENT

This agreemen	t shall be effective as of	,	and shall remain in force and
effect through	, and shall continue t	hereafter :	until terminated by Transporter or
Shipper upon at least t	hirty (30) days' written notice to	the other s	pecifying a termination date;
provided, however, that	at in the event Shipper fails to pay	y for the se	rvice provided under this agreement
pursuant to the provisi	ons set forth in Section 15 of the	General Te	erms and Conditions of Transporter's
FERC Gas Tariff, Transp	orter shall have the right to term	inate this a	agreement as set forth in Section 15.
Termination of this agr	eement shall not relieve Shipper	or Transpo	orter of the obligation to make
payments due hereund	ler. In the event parked quantitie	es remain i	n Transporter's system at the

Page 2 of 5

Part VII Form of Service Agreements Rate Schedule PNR Version 2.0.0

expiration of this agreement, Transporter shall return the parked quantities in accordance with procedures set forth in Section 10.B. of Transporter's Rate Schedule PNR. In the event borrowed quantities are not returned to Transporter's system at the expiration of this agreement, Shipper shall return the borrowed quantities in accordance with procedures set forth in Section 10.B. of Transporter's Rate Schedule PNR.

# ARTICLE IV RATE SCHEDULE AND PRICE

- 4.1 Shipper shall pay Transporter for service hereunder in accordance with Transporter's Rate Schedule PNR and the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff as amended from time to time. Such Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff are by this reference made a part hereof.
- 4.2 Shipper shall reimburse Transporter for any and all filing fees imposed upon Transporter by the Federal Energy Regulatory Commission (or any successor governmental authority having jurisdiction) and incurred as a result of Shipper's request for service under this Rate Schedule.

# ARTICLE V MISCELLANEOUS

- 5.1 This agreement supersedes and replaces as of the effective date hereof the following contract(s) between the parties hereto:
- 5.2 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 default or defaults, whether of a like or different character.
- 5.3 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.
- 5.4 This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5.5 Notices to either party may be in writing or by telecopy or facsimile or electronic mail and shall be considered as duly delivered to Transporter at Transporter's address posted on Transporter's Internet website or to Shipper at the following address:

Shipper:		
	Attention:	
	Telephone No	

Page 3 of 5

party.

Part VII Form of Service Agreements Rate Schedule PNR Version 2.0.0

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.				
	TRANSPORTER		SHIPPER	
FLORIDA	GAS TRANSMISSION COMPANY, LLC			
Ву		Ву		
-	(Please type or print name)		(Please type or print name)	
Title _		Title		
Date _		Date		

Fax No. \_\_\_\_\_

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other

Page 4 of 5

### Part VII Form of Service Agreements Rate Schedule PNR Version 2.0.0

#### Purchase Order Purchase Order (P.O.) Number: \_\_\_ Related PNR Form of Service Agreement Number: \_\_\_ Shipper's Name: Shipper's Contact: Fax Number: Account Manager: Phone Number: Date Confirmation Sent: Electronic Address: This document shall serve as confirmation of the verbal Purchase Order reached between Shipper and Transporter. If this confirmation notice does not accurately describe your understanding of our Purchase Order, please contact us immediately. If you are in agreement with the terms specified herein, please sign the document and fax it back to the Account Manager listed above at (713) \_ Transporter and Shipper agree, pursuant to the referenced service agreement, to supplement such agreement with the following terms included in this Purchase Order: Maximum Total Maximum Type Quantity **Daily Quantity** (Park or Ride) **Deal Date** (dth) (dth) Daily Park Quantity Points of **Daily Ride Quantity** Service (in dth) (in dth) POI/DNR# Min Max Min Max Date Range **Total Park Total Ride** Points of Quantity (in dth) Quantity (in dth) Service POI/DNR# Max Date Range Min Min Max Daily PNR Charge Total Deal Rate (\$/dth): (\$/dth): Other Provisions: Shipper Transporter FLORIDA GAS TRANSMISSION COMPANY, LLC

FLORIDA GAS TRANSMISSION COMPANY, LLC

Page 5 of 5

Part VII Form of Service Agreements Rate Schedule PNR Version 0.1.0

### FORM OF SERVICE AGREEMENT Park'N Ride Service Rate Schedule PNR

THIS AGREEMENT entered into this day of,, by and between FLORIDA GAS TRANSMISSION COMPANY, LLC, a Delaware limited liability company, (hereinafter referred to as "Transporter"), first party, and, (hereinafter referred to as "Shipper"), second party,
[or, when applicable, THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1.A.3 of
Rate Schedule PNR which is incorporated herein by reference.]
WITNESSETH
WHEREAS, Shipper has requested Transporter to park and/or ride certain quantities of natural gas; and,
NOW, THEREFORE, Transporter and Shipper agree as follows:
ARTICLE I PARK 'N RIDE SERVICES

- 1.1 For each of Shipper's Park or Ride transactions with Transporter, Shipper and Transporter shall execute a Purchase Order in the form attached hereto.
- 1.2 For Parking service, subject to the terms and provisions of this agreement (including the Purchase Order attached hereto) and of Transporter's Rate Schedule PNR and the General Terms and Conditions of Transporter's FERC Gas Tariff, as amended from time to time, Shipper agrees to deliver or cause gas to be delivered to Transporter and Transporter agrees (a) to receive a quantity of gas ("Parked Quantity"), up to the Maximum Daily Quantity, not to exceed the Maximum Total Quantity as specified in the executed Purchase Order(s), on behalf of Shipper at the agreed upon Point(s) of Service and at the agreed upon times on Transporter's system; and (b) to hold the Parked Quantity on Transporter's system and (c) to deliver, upon nomination by Shipper, the Parked Quantity to Shipper at the agreed upon Point(s) of Service and at the agreed upon time. Shipper shall make any necessary arrangements with Transporter and/or third parties to receive or deliver gas to Transporter at the agreed upon Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system.
- 1.3 For Riding service subject to the terms and provisions of this agreement (including the Purchase Order attached hereto) and of Transporter's Rate Schedule PNR and the General Terms and Conditions

Page 1 of 5

Part VII Form of Service Agreements Rate Schedule PNR Version 0.1.0

of Transporter's FERC Gas Tariff, as amended from time to time, Transporter agrees to deliver or cause gas to be delivered to Shipper and Shipper agrees: (a) to receive a quantity of gas ("Borrowed Quantity"), up to the Maximum Daily Quantity, not to exceed the Maximum Total Quantity as specified in the executed Purchase Order(s), at the available and agreed upon Point(s) of Service and at the agreed upon time on the Transporter's system; and (b) to return the Borrowed Quantity to Transporter at the agreed upon Point(s) of Service and at the agreed upon time. Shipper shall make any necessary arrangements with Transporter or third parties to receive gas from or deliver gas to Transporter at the agreed upon Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system and shall provide for coordinated scheduling with Transporter.

1.4 Service rendered hereunder shall be subject to scheduling and curtailment or interruption in accordance with Sections 10 and 17 of the General Terms and Conditions of Transporter's FERC Gas Tariff. Service rendered hereunder shall also be subject to curtailment or interruption under Section 10.A. of Rate Schedule PNR at any time for operational reasons as determined by Transporter, in Transporter's sole discretion not to be exercised unreasonably. In the event Transporter is unable to provide the quantities of Park 'N Ride Service requested by all Shippers under Rate Schedule PNR, then Transporter shall allocate available Park 'N Ride Service among such Shippers in accordance with Section 9 of Transporter's Rate Schedule PNR.

# Article II POINT(S) OF SERVICE

Transporter shall render Park 'N Ride Service to Shipper at the Point(s) of Service agreed to by Transporter and Shipper.

### ARTICLE III TERM OF AGREEMENT

This agreement shall b	oe effective as of	, and shall remain in force and
effect through,	and shall continue the	reafter until terminated by Transporter or
Shipper upon at least thirty (3	0) days' written notice to the	e other specifying a termination date;
provided, however, that in the	e event Shipper fails to pay for	or the service provided under this agreement
pursuant to the provisions set	forth in Section 15 of the Ge	eneral Terms and Conditions of Transporter's
FERC Gas Tariff, Transporter s	hall have the right to termina	ate this agreement as set forth in Section 15.
Termination of this agreemen	t shall not relieve Shipper or	Transporter of the obligation to make
payments due hereunder. In	the event parked quantities i	remain in Transporter's system at the
expiration of this agreement,	Transporter shall return the	parked quantities in accordance with
procedures set forth in Section	n 10.B. of Transporter's Rate	Schedule PNR. In the event borrowed
quantities are not returned to	Transporter's system at the	expiration of this agreement, Shipper shall
return the borrowed quantitie	s in accordance with proced	ures set forth in Section 10.B. of Transporter's
Rate Schedule PNR.		

Part VII Form of Service Agreements Rate Schedule PNR Version 0.1.0

# ARTICLE IV RATE SCHEDULE AND PRICE

- 4.1 Shipper shall pay Transporter for service hereunder in accordance with Transporter's Rate Schedule PNR and the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff as amended from time to time. Such Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff are by this reference made a part hereof.
- 4.2 Shipper shall reimburse Transporter for any and all filing fees imposed upon Transporter by the Federal Energy Regulatory Commission (or any successor governmental authority having jurisdiction) and incurred as a result of Shipper's request for service under this Rate Schedule.

## ARTICLE V MISCELLANEOUS

- 5.1 This agreement supersedes and cancels as of the effective date hereof the following contract(s) between the parties hereto:
- 5.2 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 default or defaults, whether of a like or different character.
- 5.3 The interpretation and performance of this agreement shall be in accordance with the Laws of the State of Texas, with the exception of the laws governing conflict of laws.
- 5.4 This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
- Notices to either party may be in writing or by telecopy or facsimile or electronic mail and shall be considered as duly delivered to the other party at the following address:
  - (a) If to Transporter:
    Florida Gas Transmission Company, LLC
    P.O. Box 4967
    Houston, TX 77210-4967
    Attention: FGT Marketing Administration

(b)	If to Shipper:	

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

Part VII Form of Service Agreements Rate Schedule PNR Version 0.1.0

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

	TRANSPORTER		SHIPPER
FLORIDA	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

Filed: October 13, 2010

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Effective: July 30, 2010

#### FLORIDA GAS TRANSMISSION COMPANY, LLC Purchase Order Purchase Order (P.O.) Number: \_\_\_ Related PNR Form of Service Agreement Number: \_\_\_\_ Shipper's Name: Shipper's Contact: Fax Number: Account Manager: Phone Number: Date Confirmation Sent: Electronic Address: This document shall serve as confirmation of the verbal Purchase Order reached between Shipper and Transporter. If this confirmation notice does not accurately describe your understanding of our Purchase Order, please contact us immediately. If you are in agreement with the terms specified herein, please sign the document and fax it back to the Account Manager listed above at (713) \_ Transporter and Shipper agree, pursuant to the referenced service agreement, to supplement such agreement with the following terms included in this Purchase Order: Maximum Total Maximum Type Quantity **Daily Quantity** (Park or Ride) Deal Date (dth) (dth) Points of Daily Park Quantity Daily Ride Quantity Service (in dth) (in dth) POI/DNR # Date Range Min Max Min Max Total Park **Total Ride** Points of Quantity (in dth) Quantity (in dth) Service POI/DNR# Min Max Min Max Date Range Daily PNR Charge Total Deal Rate (\$/dth): (\$/dth): Other Provisions: Transporter Shipper FLORIDA GAS TRANSMISSION COMPANY, LLC

Page 5 of 5

Title \_\_\_\_

Part VII Form of Service Agreements Rate Schedule PNR Version 1.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

# [FORM OF ]SERVICE AGREEMENT Park'N Ride Service Rate Schedule PNR

Contract No
THIS AGREEMENT entered into this day of,, by and between FLORIDA GAS TRANSMISSION COMPANY, LLC, a Delaware limited liability company, (hereinafter referred to as "Transporter"), first party, and, (hereinafter referred to as "Shipper"), second party,
[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1.A.3 of Rate Schedule PNR, insert the following paragraph:
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and
collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1.A.3 of Rate Schedule PNR which is incorporated herein by reference,]
WITNESSETH
[Insert applicable WHEREAS clauses for background and informational purposes not to include binding consideration]
NOW, THEREFORE, Transporter and Shipper agree as follows:
ARTICLE I PARK 'N RIDE SERVICES

- 1.1 For each of Shipper's Park or Ride transactions with Transporter, Shipper and Transporter shall execute a Purchase Order in the form attached hereto.
- 1.2 For Parking service, subject to the terms and provisions of this agreement (including the Purchase Order attached hereto) and of Transporter's Rate Schedule PNR and the General Terms and Conditions of Transporter's FERC Gas Tariff, as amended from time to time, Shipper agrees to deliver or cause gas to be delivered to Transporter and Transporter agrees (a) to receive a quantity of gas ("Parked Quantity"), up to the Maximum Daily Quantity, not to exceed the Maximum Total Quantity as specified in the executed Purchase Order(s), on behalf of Shipper at the agreed upon Point(s) of Service and at the agreed upon times on Transporter's system; and (b) to hold the Parked Quantity on Transporter's

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system and (c) to deliver, upon nomination by Shipper, the Parked Quantity to Shipper at the agreed upon Point(s) of Service and at the agreed upon time. Shipper shall make any necessary arrangements with Transporter and/or third parties to receive or deliver gas to Transporter at the agreed upon Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system.

- 1.3 For Riding service subject to the terms and provisions of this agreement (including the Purchase Order attached hereto) and of Transporter's Rate Schedule PNR and the General Terms and Conditions of Transporter's FERC Gas Tariff, as amended from time to time, Transporter agrees to deliver or cause gas to be delivered to Shipper and Shipper agrees: (a) to receive a quantity of gas ("Borrowed Quantity"), up to the Maximum Daily Quantity, not to exceed the Maximum Total Quantity as specified in the executed Purchase Order(s), at the available and agreed upon Point(s) of Service and at the agreed upon time on the Transporter's system; and (b) to return the Borrowed Quantity to Transporter at the agreed upon Point(s) of Service and at the agreed upon time. Shipper shall make any necessary arrangements with Transporter or third parties to receive gas from or deliver gas to Transporter at the agreed upon Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system and shall provide for coordinated scheduling with Transporter.
- 1.4 Service rendered hereunder shall be subject to scheduling and curtailment or interruption in accordance with Sections 10 and 17 of the General Terms and Conditions of Transporter's FERC Gas Tariff. Service rendered hereunder shall also be subject to curtailment or interruption under Section 10.A. of Rate Schedule PNR at any time for operational reasons as determined by Transporter, in Transporter's sole discretion not to be exercised unreasonably. In the event Transporter is unable to provide the quantities of Park 'N Ride Service requested by all Shippers under Rate Schedule PNR, then Transporter shall allocate available Park 'N Ride Service among such Shippers in accordance with Section 9 of Transporter's Rate Schedule PNR.

# Article II POINT(S) OF SERVICE

Transporter shall render Park 'N Ride Service to Shipper at the Point(s) of Service agreed to by Transporter and Shipper.

### ARTICLE III TERM OF AGREEMENT

This agreement s	shall be effective as of		and shall remain in force and
effect through	, and shall continue tl	hereafter ι	until terminated by Transporter or
Shipper upon at least thi	rty (30) days' written notice to t	he other s	pecifying a termination date;
provided, however, that	in the event Shipper fails to pay	for the se	rvice provided under this agreement
pursuant to the provision	is set forth in Section 15 of the	General Te	rms and Conditions of Transporter's
FERC Gas Tariff, Transpor	ter shall have the right to termi	nate this a	greement as set forth in Section 15.
Termination of this agree	ement shall not relieve Shipper o	or Transpo	rter of the obligation to make
payments due hereunde	r. In the event parked quantitie	s remain ir	n Transporter's system at the

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expiration of this agreement, Transporter shall return the parked quantities in accordance with procedures set forth in Section 10.B. of Transporter's Rate Schedule PNR. In the event borrowed quantities are not returned to Transporter's system at the expiration of this agreement, Shipper shall return the borrowed quantities in accordance with procedures set forth in Section 10.B. of Transporter's Rate Schedule PNR.

## ARTICLE IV RATE SCHEDULE AND PRICE

- 4.1 Shipper shall pay Transporter for service hereunder in accordance with Transporter's Rate Schedule PNR and the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff as amended from time to time. Such Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff are by this reference made a part hereof.
- 4.2 Shipper shall reimburse Transporter for any and all filing fees imposed upon Transporter by the Federal Energy Regulatory Commission (or any successor governmental authority having jurisdiction) and incurred as a result of Shipper's request for service under this Rate Schedule.

### ARTICLE V MISCELLANEOUS

- 5.1 This agreement supersedes and cancels as of the effective date hereof the following contract(s) between the parties hereto:
- 5.2 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 default or defaults, whether of a like or different character.
- 5.3 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 doctirne which would apply the laws of another jurisdiction.
- 5.4 This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5.5 Notices to either party may be in writing or by telecopy or facsimile or electronic mail and shall be considered as duly delivered to Transporter at Transporter's address posted on Transporter's Internet website or to Shipper at the following address:

Shipper:		
	Attention:	
	Telephone No.	

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party.

Part VII Form of Service Agreements Rate Schedule PNR Version 1.0.0

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.				
TRANSPORTER		SHIPPER		
FLORIDA GAS TRANSMISSION COMPANY, LLC				
Ву	Ву			
(Please type or print name)		(Please type or print name)		
Title	Title			
Date	Date			

Fax No. \_\_\_\_\_

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other

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### Part VII Form of Service Agreements Rate Schedule PNR Version 1.0.0

#### Purchase Order Purchase Order (P.O.) Number: \_\_\_ Related PNR Form of Service Agreement Number: \_\_\_ Shipper's Name: Shipper's Contact: Fax Number: Account Manager: Phone Number: Date Confirmation Sent: Electronic Address: This document shall serve as confirmation of the verbal Purchase Order reached between Shipper and Transporter. If this confirmation notice does not accurately describe your understanding of our Purchase Order, please contact us immediately. If you are in agreement with the terms specified herein, please sign the document and fax it back to the Account Manager listed above at (713) \_ Transporter and Shipper agree, pursuant to the referenced service agreement, to supplement such agreement with the following terms included in this Purchase Order: Maximum Total Maximum Type Quantity **Daily Quantity** (Park or Ride) **Deal Date** (dth) (dth) Points of Daily Park Quantity **Daily Ride Quantity** Service (in dth) (in dth) POI/DNR# Min Max Min Max Date Range **Total Park Total Ride** Points of Quantity (in dth) Quantity (in dth) Service POI/DNR# Max Max Date Range Min Min Daily PNR Charge **Total Deal Rate** (\$/dth): (\$/dth): Other Provisions: Shipper Transporter FLORIDA GAS TRANSMISSION COMPANY, LLC

FLORIDA GAS TRANSMISSION COMPANY, LLC

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Part VII Form of Service Agreement Rate Schedule PNR Version 0.0.0

### FORM OF SERVICE AGREEMENT Park'N Ride Service Rate Schedule PNR

THIS AGREEMENT entered into this day of,, by and between FLORIDA GAS TRANSMISSION COMPANY, LLC, a Delaware limited liability company, (hereinafter referred to as "Transporter"), first party, and, (hereinafter referred to as "Shipper"), second party,
[or, when applicable, THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and
collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1.A.3 or Rate Schedule PNR which is incorporated herein by reference.]
WITNESSETH
WHEREAS, Shipper has requested Transporter to park and/or ride certain quantities of natural gas; and,
NOW, THEREFORE, Transporter and Shipper agree as follows:
ARTICLE I PARK 'N RIDE SERVICES

- 1.1 For each of Shipper's Park or Ride transactions with Transporter, Shipper and Transporter shall execute a Purchase Order in the form attached hereto.
- 1.2 For Parking service, subject to the terms and provisions of this agreement (including the Purchase Order attached hereto) and of Transporter's Rate Schedule PNR and the General Terms and Conditions of Transporter's FERC Gas Tariff, as amended from time to time, Shipper agrees to deliver or cause gas to be delivered to Transporter and Transporter agrees (a) to receive a quantity of gas ("Parked Quantity"), up to the Maximum Daily Quantity, not to exceed the Maximum Total Quantity as specified in the executed Purchase Order(s), on behalf of Shipper at the agreed upon Point(s) of Service and at the agreed upon times on Transporter's system; and (b) to hold the Parked Quantity on Transporter's system and (c) to deliver, upon nomination by Shipper, the Parked Quantity to Shipper at the agreed upon Point(s) of Service and at the agreed upon time. Shipper shall make any necessary arrangements with Transporter and/or third parties to receive or deliver gas to Transporter at the agreed upon Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system.
- 1.3 For Riding service subject to the terms and provisions of this agreement (including the Purchase Order attached hereto) and of Transporter's Rate Schedule PNR and the General Terms and Conditions

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Filed: July 30, 2010 Effective: July 30, 2010

Part VII Form of Service Agreement Rate Schedule PNR Version 0.0.0

of Transporter's FERC Gas Tariff, as amended from time to time, Transporter agrees to deliver or cause gas to be delivered to Shipper and Shipper agrees: (a) to receive a quantity of gas ("Borrowed Quantity"), up to the Maximum Daily Quantity, not to exceed the Maximum Total Quantity as specified in the executed Purchase Order(s), at the available and agreed upon Point(s) of Service and at the agreed upon time on the Transporter's system; and (b) to return the Borrowed Quantity to Transporter at the agreed upon Point(s) of Service and at the agreed upon time. Shipper shall make any necessary arrangements with Transporter or third parties to receive gas from or deliver gas to Transporter at the agreed upon Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system and shall provide for coordinated scheduling with Transporter.

1.4 Service rendered hereunder shall be subject to scheduling and curtailment or interruption in accordance with Sections 10 and 17 of the General Terms and Conditions of Transporter's FERC Gas Tariff. Service rendered hereunder shall also be subject to curtailment or interruption under Section 10.A. of Rate Schedule PNR at any time for operational reasons as determined by Transporter, in Transporter's sole discretion not to be exercised unreasonably. In the event Transporter is unable to provide the quantities of Park 'N Ride Service requested by all Shippers under Rate Schedule PNR, then Transporter shall allocate available Park 'N Ride Service among such Shippers in accordance with Section 9 of Transporter's Rate Schedule PNR.

# Article II POINT(S) OF SERVICE

Transporter shall render Park 'N Ride Service to Shipper at the Point(s) of Service agreed to by Transporter and Shipper.

### ARTICLE III TERM OF AGREEMENT

This agreement shal	be effective as of	, and shall remain in force and
effect through	, and shall continue t	hereafter until terminated by Transporter or
Shipper upon at least thirty (	(30) days' written notice to t	the other specifying a termination date;
provided, however, that in tl	ne event Shipper fails to pay	for the service provided under this agreement
pursuant to the provisions se	et forth in Section 15 of the	General Terms and Conditions of Transporter's
FERC Gas Tariff, Transporter	shall have the right to term	inate this agreement as set forth in Section 15.
Termination of this agreeme	nt shall not relieve Shipper	or Transporter of the obligation to make
payments due hereunder. Ir	າ the event parked quantitie	s remain in Transporter's system at the
expiration of this agreement	, Transporter shall return th	e parked quantities in accordance with
procedures set forth in Secti	on 10.B. of Transporter's Ra	te Schedule PNR. In the event borrowed
quantities are not returned t	o Transporter's system at th	ne expiration of this agreement, Shipper shall
return the borrowed quantit	ies in accordance with proce	edures set forth in Section 10.B. of Transporter's
Rate Schedule PNR.		

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Part VII Form of Service Agreement Rate Schedule PNR Version 0.0.0

# ARTICLE IV RATE SCHEDULE AND PRICE

- 4.1 Shipper shall pay Transporter for service hereunder in accordance with Transporter's Rate Schedule PNR and the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff as amended from time to time. Such Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff are by this reference made a part hereof.
- 4.2 Shipper shall reimburse Transporter for any and all filing fees imposed upon Transporter by the Federal Energy Regulatory Commission (or any successor governmental authority having jurisdiction) and incurred as a result of Shipper's request for service under this Rate Schedule.

## ARTICLE V MISCELLANEOUS

- 5.1 This agreement supersedes and cancels as of the effective date hereof the following contract(s) between the parties hereto:
- 5.2 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 default or defaults, whether of a like or different character.
- 5.3 The interpretation and performance of this agreement shall be in accordance with the Laws of the State of Texas, with the exception of the laws governing conflict of laws.
- 5.4 This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
- Notices to either party may be in writing or by telecopy or facsimile or electronic mail and shall be considered as duly delivered to the other party at the following address:
  - (a) If to Transporter:
    Florida Gas Transmission Company, LLC
    P.O. Box 4967
    Houston, TX 77210-4967
    Attention: FGT Marketing Administration

b)	If to Shipper:	

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

Filed: July 30, 2010 Effective: July 30, 2010

Part VII Form of Service Agreement Rate Schedule PNR Version 0.0.0

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

	TRANSPORTER		SHIPPER
FLORIDA	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

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Title: \_\_\_

#### FLORIDA GAS TRANSMISSION COMPANY, LLC Purchase Order Purchase Order (P.O.) Number: \_\_\_ Related PNR Form of Service Agreement Number: \_\_\_\_ Shipper's Name: Shipper's Contact: Fax Number: Account Manager: Phone Number: Date Confirmation Sent: Electronic Address: This document shall serve as confirmation of the verbal Purchase Order reached between Shipper and Transporter. If this confirmation notice does not accurately describe your understanding of our Purchase Order, please contact us immediately. If you are in agreement with the terms specified herein, please sign the document and fax it back to the Account Manager listed above at (713) \_ Transporter and Shipper agree, pursuant to the referenced service agreement, to supplement such agreement with the following terms included in this Purchase Order: Maximum Total Maximum Type Quantity **Daily Quantity** (Park or Ride) Deal Date (dth) (dth) Points of Daily Park Quantity Daily Ride Quantity Service (in dth) (in dth) POI/DNR # Date Range Min Max Min Max Total Park **Total Ride** Points of Quantity (in dth) Quantity (in dth) Service POI/DNR# Min Max Min Max Date Range Daily PNR Charge Total Deal Rate (\$/dth): (\$/dth): Other Provisions: Transporter Shipper FLORIDA GAS TRANSMISSION COMPANY, LLC Ву: \_\_\_

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Title \_\_\_\_

Filed: July 30, 2010 Effective: July 30, 2010

Part VII Form of Service Agreements Rate Schedule IPS Version 1.0.0

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

# [FORM OF ]SERVICE AGREEMENT In-Line Pooling Transportation Service Rate Schedule IPS

Contract No
THIS AGREEMENT, entered into thisday of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware ("Transporter"), and, ("Shipper"),
[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(c) of Rate Schedule IPS, insert the following paragraph:
THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(c) of Rate Schedule IPS which is incorporated herein by reference,]
WITNESSETH
[Insert applicable WHEREAS clauses for background and informational purposes not to include binding consideration]
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 IPS, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule IPS" shall mean Transporter's Rate Schedule IPS as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Article 3 hereof or in compliance with any final FERC order affecting such rate schedule.

Part VII Form of Service Agreements Rate Schedule IPS Version 1.0.0

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

# ARTICLE II Quantity

- 2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on Exhibit A attached hereto. The applicable MDTQ shall be the largest daily quantity of gas Shipper may tender for transportation in the aggregate to all Points of Receipt and have made available for delivery at all Points of Delivery as specified in Section 5.2 hereof 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, and to transport and make available for delivery to Shipper at each Delivery Point, up to the amount scheduled by Transporter; 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

Rights to Amend Rates and Terms and Conditions of Service

3.1 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in: (a) the rates and charges including fuel applicable to its Rate Schedule IPS, (b) Rate Schedule IPS, including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered, or (c) any provisions of the General Terms and Conditions of Transporters Tariff applicable to Rate Schedule IPS. 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 IV Term of Agreement and Commencement of Service

- 4.1 This Agreement shall become effective \_\_\_\_\_and shall continue in effect and month to month thereafter unless terminated by either party upon thirty (30) days prior written notice.
  - 4.2 Service hereunder shall commence as set forth in Section 2 of Rate Schedule IPS.

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Part VII Form of Service Agreements Rate Schedule IPS Version 1.0.0

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

- 5.1 The point(s) of receipt for all gas delivered by Shipper into Transporter's pipeline system under this Service Agreement may be at any point(s) of receipt on Transporter's pipeline system.
- 5.2 The point(s) of delivery for all gas made available for delivery to Shipper by Transporter under this Service Agreement shall be Transporter's Compressor Station Nos. 7, 8, or 11.

### ARTICLE VI Notices

All notices, payments and communications with respect to this Service 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		
	,	
	Attention:	
	Telephone No	
	Fax No	

# ARTICLE VII 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 VIII Regulatory Authorizations and Approvals

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

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide the In-Line Pooling Transportation Service to Shipper in accordance with the terms of Rate Schedule IPS, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

Page 3 of 6

### ARTICLE IX Pressure

- 9.1 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.
- 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 X Other Provisions

### ARTICLE XI Miscellaneous

- 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.
- 11.2 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.
  - 11.3 This Agreement contains Exhibit A which is incorporated fully herein.
- THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH 11.4 THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.
- The provisions of the General Terms and Conditions of Transporter's Tariff, as they may be amended from time to time shall apply to and be incorporated herein.

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Effective: May 21, 2011

Part VII Form of Service Agreements Rate Schedule IPS Version 1.0.0

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

TRANSPORTER		SHIPPER		
FLORID	A GAS TRANSMISSION COMPANY, LLC			
Ву		Ву		
	(Please type or print name)		(Please type or print name)	-
Title		Title		
Date		Date		

Filed: April 20, 2011

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Effective: May 21, 2011

Part VII Form of Service Agreements Rate Schedule IPS Version 1.0.0

	EX	HIBIT A	
		TO	
	RATE SCHEDULE IP		REEMENT
		TWEEN	
	FLORIDA GAS TRANS		IPANY, LLC
		AND	
		ATED	<u></u>
		, D	
		nt No	
	Effective Date of this E		
Maximu	um Daily Transportation Quantity:		MMBtu
	TRANSPORTER		SHIPPER
FLORIDA	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

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Part VII Form of Service Agreements Rate Schedule IPS Version 0.1.0

### FORM OF SERVICE AGREEMENT In-Line Pooling Transportation Service IPS

THIS AGREEMENT, entered into thisday of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware ("Transporter"), and, ("Shipper"),
[or, when applicable, THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for,
("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(c) of Rate Schedule IPS which is incorporated herein by reference,]
WITNESSETH
WHEREAS, Shipper is interested in obtaining In-Line Pooling Transportation Service ("IPS") from Transporter and Transporter is able to provide In-Line Pooling Transportation Service to Shipper; and
WHEREAS, Shipper has provided Transporter with a request for In-Line Pooling Transportation Service under Rate Schedule IPS; and
WHEREAS, in accordance with such request, Transporter will provide Shipper with the service in accordance with this Service Agreement.
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 IPS, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule IPS" shall mean Transporter's Rate Schedule IPS as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Article 3 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 the authority to regulate the rates and service of Transporter.

Page 1 of 6

# ARTICLE II Quantity

- 2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on Exhibit A attached hereto. The applicable MDTQ shall be the largest daily quantity of gas Shipper may tender for transportation in the aggregate to all Points of Receipt and have made available for delivery at all Points of Delivery as specified in Section 5.2 hereof on any one day.
- 2.2 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, and to transport and make available for delivery to Shipper at each Delivery Point, up to the amount scheduled by Transporter; 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 Rights to Amend Rates and Terms and Conditions of Service

3.1 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in: (a) the rates and charges including fuel applicable to its Rate Schedule IPS, (b) Rate Schedule IPS, including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered, or (c) any provisions of the General Terms and Conditions of Transporters Tariff applicable to Rate Schedule IPS. 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 IV Term of Agreement and Commencement of Service

- 4.1 The primary term of this Agreement shall commence on \_\_\_\_\_and shall continue in effect through \_\_\_\_\_ and month to month thereafter unless terminated by either party upon thirty (30) days prior written notice.
  - 4.2 Service hereunder shall commence as set forth in Section 2 of Rate Schedule IPS.

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

5.1 The point(s) of receipt for all gas delivered by Shipper into Transporter's pipeline system under this Service Agreement may be at any point(s) of receipt on Transporter's pipeline system.

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Part VII Form of Service Agreements Rate Schedule IPS Version 0.1.0

5.2 The point(s) of delivery for all gas made available for delivery to Shipper by Transporter under this Service Agreement shall be Transporter's Compressor Station Nos. 7, 8, or 11.

#### ARTICLE VI Notices

All notices, payments and communications with respect to this Service Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

#### **ADMINISTRATIVE MATTERS**

Transporter	Florida Gas Transmission Company, LLC P.O. Box 4967 Houston, Texas 77210-4967 Attention: FGT Marketing Administration
Shipper	

#### PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC

JP Morgan Chase, New York

ABA: 021000021 Acct: 304153435

# ARTICLE VII Facilities

To the extent that construction of 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 VIII Regulatory Authorizations and Approvals

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide the In-Line Pooling Transportation Service to Shipper in accordance with the terms of Rate Schedule IPS, this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under the Service Agreement.

Page 3 of 6

Filed: October 13, 2010 Effective: July 30, 2010

### ARTICLE IX Pressure

- 9.1 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.
- 9.2 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 X Other Provisions

#### ARTICLE XI Miscellaneous

- 11.1 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.
- 11.2 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.
  - 11.3 This Agreement contains Exhibit A which is incorporated fully herein.
- 11.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.
- 11.5 The provisions of the General Terms and Conditions of Transporter's Tariff, as they may be amended from time to time shall apply to and be incorporated herein.

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Filed: October 13, 2010

Effective: July 30, 2010

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

	TRANSPORTER	SHIPPER							
FLORIDA	A GAS TRANSMISSION COMPANY, LLC								
Ву		Ву							
•	(Please type or print name)		(Please type or print name)						
Title		Title							
Date		Date							

Filed: October 13, 2010 Effective: July 30, 2010

Florida Gas Transmission Company, LLC FERC Gas Tariff Fifth Revised Volume No. 1 Part VII Form of Service Agreements Rate Schedule IPS Version 0.1.0

**EXHIBIT A** 

TO

IN-LINE POOLING GAS TRANSPORTATION AGREEMENT

**BETWEEN** 

FLORIDA GAS TRANSMISSION COMPANY, LLC

	AND	
-	DATED	
Maximum Daily Transportation Quantity:		MMBtu
Date of this Exhibit A:	_	

Page 6 of 6

Part VII Form of Service Agreement Rate Schedule IPS Version 0.0.0

#### FORM OF SERVICE AGREEMENT In-Line Pooling Transportation Service IPS

THIS AGREEMENT, entered into thisday of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware ("Transporter"), and, ("Shipper"),
[or, when applicable, THIS AGREEMENT entered into this day of,, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and, as agent, for
("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(c) of Rate Schedule IPS which is incorporated herein by reference,]
WITNESSETH
WHEREAS, Shipper is interested in obtaining In-Line Pooling Transportation Service ("IPS") from Transporter and Transporter is able to provide In-Line Pooling Transportation Service to Shipper; and
WHEREAS, Shipper has provided Transporter with a request for In-Line Pooling Transportation Service under Rate Schedule IPS; and
WHEREAS, in accordance with such request, Transporter will provide Shipper with the service in accordance with this Service Agreement.
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 IPS, the following terms when used herein shall have the meanings set forth below:

- 1.1 The term "Rate Schedule IPS" shall mean Transporter's Rate Schedule IPS as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Article 3 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 the authority to regulate the rates and service of Transporter.

Page 1 of 6

# ARTICLE II Quantity

- 2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on Exhibit A attached hereto. The applicable MDTQ shall be the largest daily quantity of gas Shipper may tender for transportation in the aggregate to all Points of Receipt and have made available for delivery at all Points of Delivery as specified in Section 5.2 hereof on any one day.
- 2.2 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, and to transport and make available for delivery to Shipper at each Delivery Point, up to the amount scheduled by Transporter; 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 Rights to Amend Rates and Terms and Conditions of Service

3.1 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in: (a) the rates and charges including fuel applicable to its Rate Schedule IPS, (b) Rate Schedule IPS, including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered, or (c) any provisions of the General Terms and Conditions of Transporters Tariff applicable to Rate Schedule IPS. 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 IV Term of Agreement and Commencement of Service

- 4.1 The primary term of this Agreement shall commence on \_\_\_\_\_and shall continue in effect through \_\_\_\_\_ and month to month thereafter unless terminated by either party upon thirty (30) days prior written notice.
  - 4.2 Service hereunder shall commence as set forth in Section 2 of Rate Schedule IPS.

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

5.1 The point(s) of receipt for all gas delivered by Shipper into Transporter's pipeline system under this Service Agreement may be at any point(s) of receipt on Transporter's pipeline system.

Page 2 of 6

Filed: July 30, 2010

Effective: July 30, 2010

Part VII Form of Service Agreement Rate Schedule IPS Version 0.0.0

5.2 The point(s) of delivery for all gas made available for delivery to Shipper by Transporter under this Service Agreement shall be Transporter's Compressor Station Nos. 7, 8, or 11.

#### ARTICLE VI Notices

All notices, payments and communications with respect to this Service Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

#### **ADMINISTRATIVE MATTERS**

Transporter	Florida Gas Transmission Company, LLC P.O. Box 4967 Houston, Texas 77210-4967 Attention: FGT Marketing Administration
Shipper	

#### PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC

JP Morgan Chase, New York

ABA: 021000021 Acct: 304153435

# ARTICLE VII Facilities

To the extent that construction of 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 VIII Regulatory Authorizations and Approvals

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide the In-Line Pooling Transportation Service to Shipper in accordance with the terms of Rate Schedule IPS, this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under the Service Agreement.

Page 3 of 6

### ARTICLE IX Pressure

- 9.1 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.
- 9.2 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 X Other Provisions

#### ARTICLE XI Miscellaneous

- 11.1 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.
- 11.2 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.
  - 11.3 This Agreement contains Exhibit A which is incorporated fully herein.
- 11.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.
- 11.5 The provisions of the General Terms and Conditions of Transporter's Tariff, as they may be amended from time to time shall apply to and be incorporated herein.

Florida Gas Transmission Company, LLC FERC Gas Tariff Fifth Revised Volume No. 1 Part VII Form of Service Agreement Rate Schedule IPS Version 0.0.0

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

	TRANSPORTER		SHIPPER
FLORIDA	A GAS TRANSMISSION COMPANY, LLC		
Ву		Ву	
	(Dlease type or print name)		(Diagos type or print name)
	(Please type or print name)		(Please type or print name)
Title		Title	
Date		Date	

Florida Gas Transmission Company, LLC FERC Gas Tariff Fifth Revised Volume No. 1 Part VII Form of Service Agreement Rate Schedule IPS Version 0.0.0

EXHIBI	ГΑ
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TO

#### IN-LINE POOLING GAS TRANSPORTATION AGREEMENT

**BETWEEN** 

FLORIDA GAS TRANSMISSION COMPANY, LLC

. 201112	71 07 10 114 11401111001011 0011	
	AND	
	DATED	
Maximum Daily Transportation Quan	itity:	MMBtu
Date of this Exhibit A:		

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# INDEX OF REQUIREMENTS BY END-USE PRIORITY BASED ON THE 12 MONTH PERIOD ENDING JUNE 30, 2013 (VOLUMES IN MMBtu PER DAY)

CUSTOMER	PRIORITY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Lake Apopka Nat. Gas	1	1503	1531	1512	2662	3351	3440	3325	3330	3702	2762	1662	1557
Lake Apopka Nat. Gas Total		1503	1531	1512	2662	3351	3440	3325	3330	3702	2762	1662	1557
Madison, City of	1	106	106	106	165	261	284	290	308	303	165	76	106
Madison, City of Total		106	106	106	165	261	284	290	308	303	165	76	106
Mosaic Fertilizer, LLC Mosaic Fertilizer, LLC Total	1	8	8	8	8	8	8	8	8	8	8	8	8
Okaloosa Co. Gas Dist.	1	1523	1523	1523	3528	5604	6543	5940	6743	7745	4996	1523	1523
Okaloosa Co. Gas Dist. Total		1523	1523	1523	3528	5604	6543	5940	6743	7745	4996	1523	1523
Peoples Gas System	1 2	98371	95213	97871	96727	115972	126649	145087	145636	143718	143070	110888	106774
Peoples Gas System		21278	20961	17897	19268	29402	28841	30977	31315	23912	31046	26834	21034
Peoples Gas System Total		119649	116174	115768	115995	145374	155490	176064	176951	167630	174116	137722	127808
Reedy Creek Imp. Dist.	1	1551	1528	1738	1526	1614	1704	1778	1715	1677	1746	1616	1563
Reedy Creek Imp. Dist. Total		1551	1528	1738	1526	1614	1704	1778	1715	1677	1746	1616	1563
Southeast Alabama Gas District Southeast Alabama Gas District	1 Total	0	0	0	2589 2589	3895 3895	6385 6385	7767 7767	8746 8746	7623 7623	0	0	0
St. Joe Natural Gas	1	233	255	249	302	512	609	553	592	608	326	273	231
St. Joe Natural Gas Total		233	255	249	302	512	609	553	592	608	326	273	231
State of Florida	1	140	138	134	149	330	355	365	389	411	186	149	121
State of Florida Total		140	138	134	149	330	355	365	389	411	186	149	121
Tallahassee, City of	1	309	455	659	1351	3674	4553	4375	5048	4957	2118	1393	858
Tallahassee, City of Total		309	455	659	1351	3674	4553	4375	5048	4957	2118	1393	858
Priority 1 Total Priority 2 Total (≤50000) Grand Total		152825 28229 181054	150849 28308 179157	157514 26281 183795	168951 28528 197479	205473 44400 249873	221128 48495 269623	242144 50000 292144	247526 50000 297526	246613 41149 287762	216234 50000 266234	175158 39609 214767	164924 29482 194406

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Filed: February 20, 2014 Effective: March 23, 2014

# INDEX OF REQUIREMENTS BY END-USE PRIORITY BASED ON THE 12 MONTH PERIOD ENDING JUNE 30, 2013 (VOLUMES IN MMBtu PER DAY)

CUSTOMER	PRIORITY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Lake Apopka Nat. Gas	1	1503	1531	1512	2662	3351	3440	3325	3330	3702	2762	1662	1557
Lake Apopka Nat. Gas Total		1503	1531	1512	2662	3351	3440	3325	3330	3702	2762	1662	1557
Madison, City of	1	106	106	106	165	261	284	290	308	303	165	76	106
Madison, City of Total		106	106	106	165	261	284	290	308	303	165	76	106
Mosaic Fertilizer, LLC Mosaic Fertilizer, LLC Total	1	8	8	8	8	8	8	8	8	8	8	8	8
Okaloosa Co. Gas Dist.	1	1523	1523	1523	3528	5604	6543	5940	6743	7745	4996	1523	1523
Okaloosa Co. Gas Dist. Total		1523	1523	1523	3528	5604	6543	5940	6743	7745	4996	1523	1523
Peoples Gas System	1 2	98371	95213	97871	96727	115972	126649	145087	145636	143718	143070	110888	106774
Peoples Gas System		21278	20961	17897	19268	29402	28841	30977	31315	23912	31046	26834	21034
Peoples Gas System Total		119649	116174	115768	115995	145374	155490	176064	176951	167630	174116	137722	127808
Reedy Creek Imp. Dist.	1	1551	1528	1738	1526	1614	1704	1778	1715	1677	1746	1616	1563
Reedy Creek Imp. Dist. Total		1551	1528	1738	1526	1614	1704	1778	1715	1677	1746	1616	1563
Southeast Alabama Gas District Southeast Alabama Gas District	1 Total	0	0	0	2589 2589	3895 3895	6385 6385	7767 7767	8746 8746	7623 7623	0	0	0
St. Joe Natural Gas	1	233	255	249	302	512	609	553	592	608	326	273	231
St. Joe Natural Gas Total		233	255	249	302	512	609	553	592	608	326	273	231
State of Florida	1	140	138	134	149	330	355	365	389	411	186	149	121
State of Florida Total		140	138	134	149	330	355	365	389	411	186	149	121
Tallahassee, City of	1	309	455	659	1351	3674	4553	4375	5048	4957	2118	1393	858
Tallahassee, City of Total		309	455	659	1351	3674	4553	4375	5048	4957	2118	1393	858
Priority 1 Total Priority 2 Total (≤50000) Grand Total		152825 28229 181054	150849 28308 179157	157514 26281 183795	168951 28528 197479	205473 44400 249873	221128 48495 269623	242144 50000 292144	247526 50000 297526	246613 41149 287762	216234 50000 266234	175158 39609 214767	164924 29482 194406

Page 2 of 2

Filed: February 20, 2014 Effective: March 23, 2014

# INDEX OF REQUIREMENTS BY END-USE PRIORITY BASED ON THE 12 MONTH PERIOD ENDING JUNE 30, 2010 (VOLUMES IN MMBtu PER DAY)

CUSTOMER	PRIORITY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Chattahoochee, City of	1	137	103	90	142	314	561	732	711	394	99	33	29
Chattahoochee, City of Total		137	103	90	142	314	561	732	711	394	99	33	29
Chesapeake Util. Corp.	1 2	2739	2777	3019	3019	3412	3877	6131	5216	5403	4287	3359	3824
Chesapeake Util. Corp.		2085	1998	2107	2694	2497	3038	3468	3446	3089	3468	3179	3029
Chesapeake Util. Corp. Total		4824	4775	5126	5713	5909	6915	9599	8662	8492	7755	6538	6853
Clarke-Mobile Counties Gas Dist		940 940	875 875	1165 1165	1001 1001	1475 1475	1741 1741	2872 2872	2889 2889	2160 2160	1286 1286	889 889	820 820
Cutrale Citrus Juices USA, Inc		609	1109	1228	537	908	4415	4415	4415	4415	4415	2315	2315
Cutrale Citrus Juices USA, Inc		609	1109	1228	537	908	4415	4415	4415	4415	4415	2315	2315
Florala Natural Gas Board	1	25	25	20	38	86	111	142	132	73	30	27	25
Florala Natural Gas Board	2	0	5	7	33	47	7	1	0	0	0	0	0
Florala Natural Gas Board Tota	al	25	30	27	71	133	118	143	132	73	30	27	25
Florida City Gas Company Florida City Gas Company Florida City Gas Company Total	1 2	18883 938 19821	17887 975 18862	18322 996 19318	19086 876 19962	20598 835 21433	21102 837 21939	28530 846 29376	28286 942 29228	29035 992 30027	22801 887 23688	22937 894 23831	19814 923 20737
Florida Gas Utility	1 2	9642	9355	9379	10516	12903	16034	22368	21674	17084	11963	10100	9681
Florida Gas Utility		286	226	283	395	2365	4581	4923	3209	1166	3951	4673	2194
Florida Gas Utility Total		9928	9581	9662	10911	15268	20615	27291	24883	18250	15914	14773	11875
Florida Natural Growers	2	1200	1200	1200	1200	4006	4006	4006	4006	4006	4006	4000	1200
Florida Natural Growers Total		1200	1200	1200	1200	4006	4006	4006	4006	4006	4006	4000	1200
Florida Public Utilities Co.	1	9598	9533	9746	10808	14091	15961	21721	21189	18651	14383	11133	9874
Florida Public Utilities Co.	2	137	118	131	113	136	1547	2105	1246	772	1746	1503	359
Florida Public Utilities Co.	Fotal	9735	9651	9877	10921	14227	17508	23826	22435	19423	16129	12636	10233
Gainesville, City of	1	3505	3597	3869	4085	5627	8446	13842	12529	8239	4389	3888	4373
Gainesville, City of Total		3505	3597	3869	4085	5627	8446	13842	12529	8239	4389	3888	4373
Geneva Co. Gas District Geneva Co. Gas District Geneva Co. Gas District Total	1 2	56 16 72	73 19 92	81 10 91	82 209 291	132 324 456	307 432 739	396 143 539	450 385 835	338 93 431	168 157 325	69 24 93	94 17 111

# INDEX OF REQUIREMENTS BY END-USE PRIORITY BASED ON THE 12 MONTH PERIOD ENDING JUNE 30, 2010 (VOLUMES IN MMBtu PER DAY)

CUSTOMER	PRIORITY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Lake Apopka Nat. Gas	1	1841	1840	1802	2174	2541	3519	5678	4824	3902	2351	1948	1766
Lake Apopka Nat. Gas Total		1841	1840	1802	2174	2541	3519	5678	4824	3902	2351	1948	1766
Madison, City of	1	117	115	122	155	253	381	526	511	337	174	135	114
Madison, City of Total		117	115	122	155	253	381	526	511	337	174	135	114
Mosaic Fertilizer, LLC Mosaic Fertilizer, LLC Total	1	8	8	8	8	8	8	8	8	8	8	8	8
Okaloosa Co. Gas Dist.	1	880	880	880	3027	3928	5503	6600	7173	3454	1785	577	440
Okaloosa Co. Gas Dist. Total		880	880	880	3027	3928	5503	6600	7173	3454	1785	577	440
Peoples Gas System	1 2	88132	87171	89453	87660	99326	118737	165300	170370	156794	139895	103277	89934
Peoples Gas System		17249	17509	17330	18191	20384	19325	21382	19410	29458	26207	22376	20941
Peoples Gas System Total		105381	104680	106783	105851	119710	138062	186682	189780	186252	166102	125653	110875
Progress Energy Florida	1	2203	2187	2277	2568	2958	3550	3777	3906	3294	2759	2361	2178
Progress Energy Florida Total		2203	2187	2277	2568	2958	3550	3777	3906	3294	2759	2361	2178
Reedy Creek Imp. Dist.	1	1457	1441	1424	1537	1616	1699	1685	1754	1673	1591	1494	1486
Reedy Creek Imp. Dist. Total		1457	1441	1424	1537	1616	1699	1685	1754	1673	1591	1494	1486
Southeast Alabama Gas District Southeast Alabama Gas District	1 Total	0	0	0	2663 2663	4219 4219	6677 6677	13207 13207	13627 13627	11661 11661	0	0	0
St. Joe Natural Gas	1	186	135	111	233	456	761	1049	993	651	320	248	239
St. Joe Natural Gas Total		186	135	111	233	456	761	1049	993	651	320	248	239
State of Florida	1	227	218	222	258	422	547	660	670	497	309	234	231
State of Florida Total		227	218	222	258	422	547	660	670	497	309	234	231
Tallahassee, City of	1	842	849	849	1148	2625	5795	8830	9104	4856	1846	555	575
Tallahassee, City of Total		842	849	849	1148	2625	5795	8830	9104	4856	1846	555	575
Priority 1 Total		141418	139069	142839	150208	176990	215317	304054	306016	268504	210444	163272	145505
Priority 2 Total (≤50000)		22520	23159	23292	24248	31502	38188	41289	37059	43991	44837	38964	30978
Grand Total		163938	162228	166131	174456	208492	253505	345343	343075	312495	255281	202236	176483

Filed: March 25, 2011 Effective: April 25, 2011

# INDEX OF REQUIREMENTS BY END-USE PRIORITY FOR THE 12 MONTH PERIOD ENDING JUNE 30, 2007 (VOLUMES IN MMBtu PER DAY)

CUSTOMER P.	RIORITY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Chattahoochee, City of	1	258	266	240	277	445	498	579	593	359	318	207	238
Chattahoochee, City of Total		258	266	240	277	445	498	579	593	359	318	207	238
Chesapeake Util. Corp.	1	3034	2914	2992	3165	3995	4416	4626	5518	4846	4556	3823	3431
Chesapeake Util. Corp. Chesapeake Util. Corp. Total	2	2943 5977	2960 5874	2840 5832	3761 6926	3200 7195	3834 8250	4705 9331	4668 10186	4626 9472	4662 9218	4424 8247	4049 7480
_													
Clarke-Mobile Counties Gas Dis Clarke-Mobile Counties Gas Dis		914 914	880 880	983 983	944 944	1600 1600	1951 1951	1994 1994	2682 2682	1776 1776	1660 1660	1106 1106	942 942
Crescent City, City of Crescent City, City of Total	1	66 66	66 66	70 70	84 84	131 131	131 131	172 172	200 200	124 124	96 96	79 79	79 79
crescent city, city of fotal		00	00	70	04	131	131	1/2	200	124	90	13	19
Cutrale Citrus Juices USA, Inc		0	0	0	0	924	5167	6596	5277	4395	5914	4871	0
Cutrale Citrus Juices USA, Inc	. Total	0	0	0	0	924	5167	6596	5277	4395	5914	4871	0
DeFuniak Springs, City of	1	41	42	44	60	93	97	95	102	73	57	49	44
DeFuniak Springs, City of Tota	11	41	42	44	60	93	97	95	102	73	57	49	44
Florala Natural Gas Board	1	25	24	25	67	87	101	110	117	53	46	27	24
Florala Natural Gas Board	2	0	0	2	51	62	19	0	0	0	0	0	0
Florala Natural Gas Board Tot	al	25	24	27	118	149	120	110	117	53	46	27	24
Florida City Gas Company	1	17417	20186	19480	19505	20852	26653	23133	26701	25782	23064	21441	18801
Florida City Gas Company	2	966	789	1010	999	1026	847	1659	1082	868	937	743	987
Florida City Gas Company Total		18383	20975	20490	20504	21878	27500	24792	27783	26650	24001	22184	19788
Florida Gas Utility	1	9450	9409	9787	11249	14637	14362	16903	18475	14299	12938	10720	9726
Florida Gas Utility	2	395	304	239	261	216	215	252	219	176	206	205	276
Florida Gas Utility Total		9845	9713	10026	11510	14853	14577	17155	18694	14475	13144	10925	10002
Florida Natural Growers	2	2809	1638	1583	1491	1412	2111	4069	4504	3383	5012	4163	3328
Florida Natural Growers Total		2809	1638	1583	1491	1412	2111	4069	4504	3383	5012	4163	3328
Florida Public Utilities Co.	1	9829	9705	10036	11430	14845	15022	16562	18112	15882	13967	12226	10384
Florida Public Utilities Co.	2	248	255	256	271	249	251	235	253	152	171	159	200
Florida Public Utilities Co.	Total	10077	9960	10292	11701	15094	15273	16797	18365	16034	14138	12385	10584
Gainesville, City of	1	3268	3191	4392	4164	6650	6673	8322	9175	5535	4830	3791	3448
Gainesville, City of Total		3268	3191	4392	4164	6650	6673	8322	9175	5535	4830	3791	3448
Geneva Co. Gas District	1	59	84	65	91	143	200	273	408	184	156	119	76
Geneva Co. Gas District	2	11	11	14	67	275	101	177	80	110	46	60	19
Geneva Co. Gas District Total		70	95	79	158	418	301	450	488	294	202	179	95

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# INDEX OF REQUIREMENTS BY END-USE PRIORITY FOR THE 12 MONTH PERIOD ENDING JUNE 30, 2007 (VOLUMES IN MMBtu PER DAY)

CUSTOMER	PRIORITY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Indiantown Gas Company Indiantown Gas Company	1 2	74 530	75 0	69 0	68 0	88 1215	80 811	89 1096	96 1114	73 862	90 1248	67 1111	67 1214
Indiantown Gas Company Total		604	75	69	68	1303	891	1185	1210	935	1338	1178	1281
Lake Apopka Nat. Gas	1	1749	1704	1770	1903	2905	2895	3255	4168	3221	2687	2179	2028
Lake Apopka Nat. Gas Total		1749	1704	1770	1903	2905	2895	3255	4168	3221	2687	2179	2028
Madison, City of	1	108	112	116	170	306	331	421	441	235	210	145	128
Madison, City of Total		108	112	116	170	306	331	421	441	235	210	145	128
Mosaic Fertilizer, LLC	1	8	8	8	8	8	8	8	8	8	8	8	8
Mosaic Fertilizer, LLC Mosaic Fertilizer, LLC Total	2	544 552	542 550	467 475	500 508	334 342	526 534	350 358	436 444	311 319	316 324	485 493	600 608
MOSAIC FEICHIER, LLC TOTAL		552	550	4/5	306	342	334	330	444	319	324	493	000
Okaloosa Co. Gas Dist.	1	5197	5038	5205	6677	10882	13012	14685	15436	9641	8625	6128	5379
Okaloosa Co. Gas Dist. Total		5197	5038	5205	6677	10882	13012	14685	15436	9641	8625	6128	5379
Peoples Gas System	1	96500	85084	88419	87868	100835	123373	126166	144137	131188	122828	102898	97264
Peoples Gas System	2	17739	19090	15756	17780	22686	19998	24340	20676	24109	28863	20330	17885
Peoples Gas System Total		114239	104174	104175	105648	123521	143371	150506	164813	155297	151691	123228	115149
Progress Energy Florida	1	2003	1926	2027	2417	3162	2971	3274	3410	2747	2558	2244	2125
Progress Energy Florida Tota	1	2003	1926	2027	2417	3162	2971	3274	3410	2747	2558	2244	2125
Reedy Creek Imp. Dist.	1	1460	1328	1566	1229	1618	1585	1602	1479	1741	1554	1436	1611
Reedy Creek Imp. Dist. Total		1460	1328	1566	1229	1618	1585	1602	1479	1741	1554	1436	1611
Southeast Alabama Gas Distri	ct 1	0	0	0	241	235	276	321	317	356	0	0	0
Southeast Alabama Gas Distri		0	0	0	1749	5175	3463	2033	1962	2305	0	0	0
Southeast Alabama Gas Distri	ct Total	0	0	0	1990	5410	3739	2354	2279	2661	0	0	0
St. Joe Natural Gas	1	1100	1083	1163	1126	1402	1626	1528	1749	805	1261	1191	1042
St. Joe Natural Gas Total		1100	1083	1163	1126	1402	1626	1528	1749	805	1261	1191	1042
State of Florida	1	211	213	207	280	456	503	607	603	410	343	257	242
State of Florida Total		211	213	207	280	456	503	607	603	410	343	257	242
Tallahassee, City of	1	630	691	623	1335	4155	4684	6185	6964	2508	1818	1101	1031
Tallahassee, City of Total		630	691	623	1335	4155	4684	6185	6964	2508	1818	1101	1031
Priority 1 Total		153401	144029	149287	154358	189530	221448	230910	260891	221846	203670	171242	158118
Priority 2 Total (≤50000)		26185	25589	22167	26930	36774	37343	45512	40271	41297	47375	36551	28558
Grand Total			169618	171454	181288	226304	258791	276422	301162	263143	251045	207793	186676

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