

FOR INTERNAL USE ONLY

Contract No. 107352

Amendment No. 2

BA Id. 4094

DUNS No. 806734992

SERVICE AGREEMENT
Firm Transportation Service - Market Area
RATE SCHEDULE FTS-1
Contract No. 107352

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 City of Clearwater (herein called "Shipper"),

W I T N E S S E T H

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 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-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 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 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 Agreement shall become effective 02/01/2027 and shall continue in effect through 1/31/2037. In accordance with the provisions of Section 20 of the General Terms and Conditions of the Transporter's Gas Tariff, Shipper has selected ROLLOVER.

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 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-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 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-1 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-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: City of Clearwater
777 Maple St.
Clearwater FL 34755
Attention: Brian Langille
Telephone No. 727-444-8901
Fax No. 727- 562-4903

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 – Not Applicable

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 under Historic Rate Schedule FTS-2 Service Agreement

Article XII – Not Applicable

ARTICLE XIII
Miscellaneous

13.1 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.

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, B, C (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: Contract No. 107352 dated 02/01/2017.

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

City of Clearwater

By _____

By _____

Name Beth Hickey

Name _____

Title EVP - US Gas Pipelines

Title _____

Date _____

Date _____

EXHIBIT A
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
City of Clearwater
DATED
10/01/1993
Contract No. 107352
Amendment No. 2
Effective Date of this Exhibit A: 02/01/2027

Date Range: 2/1/2027 to 1/31/2037

<u>Point(s) of Receipt</u>		<u>Maximum Daily Quantity (MMBtu)</u>											
<u>Point Description</u>	<u>Point</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Zone 1													
Sabine Pass Plant	282	1,049	1,050	1,049	632	0	0	0	0	0	0	1,049	1,050
HPL Magnet Withers	8576	320	319	320	810	164	164	164	164	164	261	320	319
NGPL Jefferson	10240	346	347	346	378	367	367	367	367	367	320	350	346
Tejas Calhoun Co ITE	71444	379	380	417	736	0	0	0	0	0	0	398	380
Refugio-Crosstex Energy	78349	2,156	2,162	2,110	1,818	824	824	824	824	824	722	2,135	2,162
Tres Palacios Storage (Rec)	78475	500	500	500	0	0	0	0	0	0	0	500	500
Pledger-Enterprise	100022	670	670	670	0	0	0	0	0	0	0	670	670
Zone 1 Total:		5,420	5,428	5,412	4,374	1,355	1,355	1,355	1,355	1,355	1,303	5,422	5,427
Zone 2													
GSPL St Landry	10102	611	609	618	37	0	0	0	0	0	1,295	615	619
NGPL Vermilion	57391	460	461	459	0	0	0	0	0	0	0	461	473
ANR St Landry Parish	78303	225	224	226	0	2,067	2,067	2,067	2,067	2,067	946	225	230
Zone 2 Total:		1,296	1,294	1,303	37	2,067	2,067	2,067	2,067	2,067	2,241	1,301	1,322
Zone 3													
GSPL St Helena	10109	1,456	1,984	1,978	914	1,230	1,230	1,230	1,230	1,230	750	1,926	2,062

TENN Carnes (Rec)	10258	2,047	1,513	1,526	1,894	0	0	0	0	0	1,204	1,570	1,408
Zone 3 Total:		3,503	3,497	3,504	2,808	1,230	1,230	1,230	1,230	1,230	1,954	3,496	3,470
Total MDTQ:		10,219	10,219	10,219	7,219	4,652	4,652	4,652	4,652	4,652	5,498	10,219	10,219

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

EXHIBIT B
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
City of Clearwater
DATED
10/01/1993
Contract No. 107352
Amendment No. 2
Effective Date of this Exhibit B: 02/01/2027

Date Range: 2/1/2027 to 1/31/2037

<u>Point(s) of Delivery</u>		<u>Maximum Daily Quantity (MMBtu)</u>											
<u>Point Description</u>	<u>Point</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Clearwater Division - DIVISION MDTQ	78228	10,219	10,219	10,219	7,219	4,652	4,652	4,652	4,652	4,652	5,498	10,219	10,219
Clearwater East-Assoc Point	16204	5,000	5,000	5,000	4,000	3,000	3,000	3,000	3,000	3,000	4,334	5,000	5,000
Clearwater North-Assoc Point	16205	3,500	3,500	3,500	3,000	2,000	2,000	2,000	2,000	2,000	3,334	3,500	3,500
Clearwater South-Assoc Point	16206	5,000	5,000	5,000	4,000	3,000	3,000	3,000	3,000	3,000	4,334	5,000	5,000
Clearwater Trinity-Assoc Point	78137	1,500	1,500	1,500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,500	1,500
Total MDTQ:		10,219	10,219	10,219	7,219	4,652	4,652	4,652	4,652	4,652	5,498	10,219	10,219

(Quantities are exclusive of Fuel Reimbursement.)

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Contract No. 107352
BA Id. 4094
DUNS No. 806734992

EXHIBIT C
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
City of Clearwater
DATED
10/01/1993
Contract No. 107352
Amendment No. 2
Effective Date of this Exhibit C: 02/01/2027

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

_____ Realignment of Points

 X Contract Extension

The parties hereby agree to a 10 year Rollover contract extension, amending the agreement termination date from 01/31/2027 to 01/31/2037.

_____ Contract Quantity

_____ Administrative Contract Consolidation

<u>Service Agreement Number</u>	<u>MDTQ</u>	<u>Termination Date</u>	<u>Extension Rights</u>
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TRANSPORTER
FLORIDA GAS TRANSMISSION COMPANY, LLC

SHIPPER
City of Clearwater

By: _____
Beth Hickey

Title: _____
EVP - US Gas Pipelines

Date: _____

By: _____

Title: _____

Date: _____

Service Agreement

Firm Transportation Service-Market Area
Rate Schedule FTS-1
Contract No. 107352
Amendment No. 2

Countersigned:

CITY OF CLEARWATER, FLORIDA

Bruce Rector
Mayor

By: _____
Jennifer Poirrier
City Manager

Approved as to form:

Attest:

Assistant City Attorney

Rosemarie Call
City Clerk