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June 5, 2026

VIA ELECTRONIC FILING

Mr. Adam J. Teitzman
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: New Docket No. ____________________
Petition for Approval of a Firm Service Agreement with Peoples Gas System, Inc. by SeaCoast Gas Transmission, LLC.

Dear Mr. Teitzman:

Attached for filing on behalf of SeaCoast Gas Transmission, LLC. is the company's Petition for Approval of a Firm Service Agreement with Peoples Gas System, Inc. Certain provisions of the Firm Service Agreement are confidential and are provided here in redacted form. The company will be providing a confidential version together with a Request for Confidential Classification, under separate cover letters contemporaneously with this filing.

Thank you for your assistance in connection with this matter.

Sincerely,

VLPonder

Virginia Ponder

VLP/dk
Attachment
cc: Via Email
Walt Trierweiler
Charles Rehwinkel

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of a Firm Service Agreement with Peoples Gas System, Inc. by SeaCoast Gas Transmission, LLC.	DOCKET NO. 2026____-GU FILED: June 5, 2026

PETITION FOR APPROVAL OF FIRM SERVICE AGREEMENT WITH PEOPLES GAS SYSTEM, INC. BY SEACOAST GAS TRANSMISSION, LLC.

Pursuant to Section 368.105, Florida Statutes, and Order No. PSC-08-0747-TRF-GP,[1] SeaCoast Gas Transmission, LLC ("SeaCoast" or the "Company"), by and through its undersigned counsel, files this Petition for approval by the Florida Public Service Commission ("Commission") of a Firm Service Agreement ("Agreement") between the Company and Peoples Gas System, Inc. ("Peoples"), which is attached hereto as Attachment A. To provide transportation service to Peoples in accordance with the terms of the Agreement, SeaCoast will construct three new interconnections and a new pipeline. These new facilities will improve system reliability, allowing Peoples to effectively serve its current customers and expand services to new residential and commercial customers in Lee and Collier counties, which would otherwise be unfeasible due to existing pressure challenges. In support of this Petition, SeaCoast states:

I. Background

1. SeaCoast is an intrastate natural gas transmission company subject to the Commission's regulatory jurisdiction under Section 368.101, et. Seq., Florida Statutes. SeaCoast owns and operates, in whole or in part, several intrastate pipelines in Florida.

[1]Issued November 12, 2008, Docket No. 20080561-GP (Petition for Approval of Tariff by SeaCoast)

SeaCoast provides only transportation services and does not engage in the sale of natural gas. SeaCoast's substantial interests will be affected by the Commission's disposition of this Petition in that such disposition will determine whether SeaCoast will be permitted to provide natural gas transportation service for Peoples on terms agreeable to the Company and Peoples.

2. Peoples is a natural gas distribution utility subject to the Commission's jurisdiction under Chapter 366, Florida Statutes.

3. Peoples and SeaCoast are both wholly owned subsidiaries of TECO Gas Operations, Inc., which is a subsidiary of TECO Holdings, Inc., which is a wholly owned subsidiary of Emera U.S. Holdings, Inc., which is a wholly owned subsidiary of Emera Incorporated.

4. By Order No. PSC-08-0747-TRF-GP (the "2008 Order"), issued November 12, 2008, in Docket No. 080561-GP, the Commission approved SeaCoast's Commission Gas Tariff, Volume No. 1 ("SeaCoast's Tariff"), consistent with the Commission's jurisdiction under Chapter 368, Florida Statutes. SeaCoast's Tariff includes provisions that: (a) set out the terms and conditions under which it operates; (b) allow it to construct and own natural gas transmission pipelines; and (c) grant it authority to engage in the business of transporting natural gas in Florida. SeaCoast's Tariff does not include rates and charges, as those are negotiated individually with each customer in accordance with Chapter 368.

5. Section 368.105(4), the 2008 Order, and SeaCoast's Tariff (Original Sheet No. 2) require the Company to obtain Commission approval for a gas transportation service transaction between SeaCoast and an affiliated pipeline or an entity in which the

natural gas transmission company has ownership interest. Accordingly, because Peoples and SeaCoast are affiliates, the Agreement requires Commission approval.

6. The Commission previously approved transportation service agreements between other affiliated companies in accordance with Section 368.105(4).[2]

II. The Southwest Florida System Project

7. The Southwest ("SW") Florida region continues to be one of the fastest-growing areas in the state, with an annual growth rate of approximately seven (7%) percent. Peoples is experiencing the same rapid growth and projects that its current 35,000+ customers in the SW Florida area will grow by nearly 50 percent over the next five years. This growth necessitates an increase in system capacity in this region for two reasons. First, the SW Florida region is presently served by a single gate station and associated pipeline for its natural gas supply, creating a critical reliability vulnerability in the event of an upstream outage, damage, or disruption. Second, load growth has, in some instances, led to measurable pressure degradation and capacity constraints, particularly in the southern segments of the system. During high-demand periods, pressure declines rapidly and nonlinearly, which further reduces system capacity. These conditions create operational challenges, accelerating capacity loss and increasing the risk of service interruptions. Constructing a high-pressure intrastate pipeline farther south within the system will address and correct these issues. The new intrastate pipeline will

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[2] *See* Order No. PSC-2021-0187-PAA-GU, issued May 24, 2021, Docket No. 20210042-GU (Petition for approval of firm service agreement); Order No. PSC-2019-0545-PAA-GU, issued December 20, 2019, Docket No. 20190145-GU (Joint petition for approval); Order No. PSC-15-0206-PAA-GU, issued May 26, 2015, Docket No. 150031-GU

also support existing and future system growth. To address these challenges, improve system reliability, and provide intrastate transportation of gas for Peoples, SeaCoast will construct new interconnections and an approximately twenty-four (24) mile pipeline (the “SW Florida Project”).

8. The SW Florida Project involves the construction of three interconnections, one joining the Florida Gas Transmission (“FGT”) and SeaCoast pipeline systems, and two interconnections joining the SeaCoast and Peoples systems. The new FGT/SeaCoast interconnect will be located south of the Caloosahatchee River and allow for the transportation of gas to customers in and around Lee and Collier Counties. SeaCoast will construct an approximately twenty-four (24) mile, eight (8) inch steel high-pressure transmission pipeline originating at the new FGT/SeaCoast interconnection and continuing south to the intersection of Corkscrew Road and State Road 41. SeaCoast will construct two SeaCoast/Peoples interconnections along the new pipeline, the first at Palm Beach Boulevard and the second at Corkscrew Road and State Road 41.

9. The purpose of the SW Florida Project and the new SeaCoast infrastructure is to transport natural gas to Peoples’ system under the terms and conditions of the Agreement. A map detailing these new facilities and their connections to existing infrastructure is attached hereto as Attachment B. The expansion of SeaCoast's facilities will provide natural gas service to customers in Fort Myers, Naples, and the surrounding areas in Lee and Collier Counties.

10. SeaCoast estimates the permitting process will take approximately 10 months. Construction will begin after securing permits, land rights, piping, and other materials. The Company estimates that construction will commence in September 2027.

Barring unforeseen complications, the new SeaCoast transmission line will be complete and ready to supply natural gas to existing and new commercial and residential customers in Lee and Collier counties by the third quarter of 2028.

III. <u>The Agreement and the Negotiated Rate</u>

11. The Agreement consists of the Company's standard Firm Service Agreement (Sheet Nos. 87-97) with modifications to address Commission approval and other specific conditions to this transaction.

12. The rate fixed in the Agreement meets the requirements of Section 368.105(2) and (3), and Order No. PSC-08-0747-TRF-GP and was designed to reflect an arms-length negotiation between the parties. Further, SeaCoast understands that Peoples considered other competitive options before selecting the SW FL Project as the best option to achieve long-term improvements in system supply, reliability, and cost-effectiveness. The rate constitutes a market-based rate in that it reflects the costs expected to be incurred under prevailing market conditions; accordingly, the rate is just and reasonable and not unreasonably preferential, prejudicial or unduly discriminatory. Likewise, the rate is not "inherently unfair" as prescribed the Florida Supreme Court in *GTE v. Deason,* 642 So. 2d 545 (Fla. 1994) (determining that the appropriate review of an affiliate transaction considers " ... whether the transactions exceed the going market rate or are otherwise inherently unfair.") Accordingly, SeaCoast contends the agreed to rate is sufficient, equitable, and consistent in application.

IV. Cost Recovery

13. In accordance with Section 368.105(6), SeaCoast will be fully compensated for the reasonable costs of its extension of facilities through the Agreement. The rate to be charged to Peoples is set forth in Exhibit B to the Agreement and includes costs associated with capital expenditures to construct the extension, fixed costs associated with the operation and maintenance of the extension, taxes, and a return on investment.

14. Peoples will recover the costs associated with the distribution system facilities installed to provide service to customers in and around Fort Myers and Naples areas, located in Lee and Collier Counties, and its other costs of service, pursuant to the rates set forth in its tariff on file with the Commission. Peoples will recover charges paid to SeaCoast pursuant to the Agreement through its purchased gas adjustment clause and its swing service charge.

V. Other Information

15. The Petitioner's name and address is:

SeaCoast Gas Transmission, LLC
3600 Midtown Drive
Tampa, Florida 33607

16. Any pleading, motion, notice, order, or other document required to be served upon any party to this proceeding shall be served upon the following individuals:

J. Jeffry Wahlen
jwahlen@ausley.com
Virginia L. Ponder
vponder@ausley.com
Matthew J. Jones
mjones@ausley.com
Ausley McMullen

Charles Morgan
Supervisor, Conservation Programs
Peoples Gas System, Inc.
Post Office Box 2562
Tampa, Florida 33601-2562
pgsregulatory@tecoenergy.com

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Scott Kilburn
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Peoples Gas System, Inc.
P.O. Box 2562
Tampa, Florida 33601-2562
srkilburn@tecoenergy.com

Karen L. Bramley
Director, Regulatory Affairs
Peoples Gas System, Inc.
P.O. Box 2562
Tampa, Florida 33601-2562
klbramley@tecoenergy.com

17. The agency affected is the Florida Public Service Commission, located at 2540 Shumard Oak Boulevard, Tallahassee, Florida, 32399.

18. This Petition represents an original proceeding and does not involve reversal or modification of an agency decision or any proposed agency action.

19. In compliance with paragraph (2)(d) of Rule 28-106.201 of the Florida Administrative Code, the Petitioner states that they are not aware of any disputed issues of material fact.

WHEREFORE, SeaCoast Gas Transmission, LLC respectfully requests that the Commission approve the proposed Firm Service Agreement between Peoples Gas System, Inc. and SeaCoast Gas Transmission, LLC, which is attached hereto.

DATED this 5th day of June, 2026.

Respectfully submitted,

VLPonder

J. JEFFRY WAHLEN
jwhalen@ausley.com
VIRGINIA L. PONDER
vponder@ausley.com
MATTHEW J. JONES
mjones@ausley.com
Ausley McMullen

Post Office Box 391
Tallahassee, Florida 32302
(850) 224-9115

SCOTT KILBURN
srkilburn@tecoenergy.com
Senior Corporate Counsel
Peoples Gas System, Inc.
P.O. Box 2562
Tampa, Florida 33601-2562

ATTORNEYS FOR SEACOAST GAS TRANSMISSION, LLC.

Contract No. FT1-PGS-0009

Dated as of: May 20th, 2026

FIRM SERVICE AGREEMENT

This FIRM SERVICE AGREEMENT (the "Agreement") is entered into by and between SEACOAST GAS TRANSMISSION, LLC, a Delaware limited liability company ("Company"), and PEOPLES GAS SYSTEM, INC. ("Shipper," together with Company, the "Parties" or, individually, a "Party").

WHEREAS, Shipper has requested Company to transport Shipper's Gas to be delivered to Shipper's distribution system on a firm basis and Company is willing to transport Shipper's Gas on a firm basis to Shipper's distribution system under the terms and conditions of this Agreement.

NOW, THEREFORE, Company and Shipper agree that the terms below, together with the applicable General Terms and Conditions of Company's Tariff, constitute the transportation service to be provided and the rights and obligations of Shipper and Company.

1. Transportation service under this Agreement will be provided under Section 368.105 (3) and (4) of the Natural Gas Transmission Pipeline Intrastate Regulatory Act ("Regulatory Act").

2. SERVICE TYPE: Firm Transportation Service.

3. RATE:

    a. During the term of this Agreement, Shipper shall pay to Company the monthly reservation charge for Firm Transportation Service provided under this Agreement, which shall be equal to the MDQ for the respective month multiplied by the number of days in each month multiplied by the rate per Dekatherm set forth in Exhibit B of this Agreement.

        1. The parties agree to execute and file with the Commission this Firm Service Agreement to comply with the provisions of the Regulatory Act. In the event that this Firm Transportation Agreement is not approved by the Florida Public Service Commission, the same shall be of no further force or effect.

        2. It is further agreed that Company may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change provisions in the General Terms and Conditions of Company's Tariff, and Company shall have the right to place such changes in effect in accordance with the Regulatory Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall require Shipper to support a position contrary to its own interests in its commercially reasonable discretion, nor require a Shipper to support a tariff provision that would materially reduce the value of the service described herein. Notwithstanding the foregoing, Company and Shipper agree not to initiate any proceeding before the Commission with respect to an increase or decrease in any negotiated rate during the term of such negotiated rate.

4. CONTRACT DATA:

The Maximum Daily Quantity ("MDQ") for service under this Agreement shall be [redacted].

The Maximum Hourly Quantity ("MHQ") for service under this Agreement shall be [redacted].

The Primary Receipt Point(s), Primary Route (if applicable), and Receipt Point MDQ are listed on Exhibit A attached hereto and are incorporated herein as if copied and set forth herein at length.

The Primary Delivery Point(s) (if applicable), Delivery Point MDQ and Delivery Pressure are listed on Exhibit B attached hereto and are incorporated herein as if copied and set forth herein at length.

5. TERM:

This Agreement shall be effective upon the date of its execution by Shipper. Service under this Agreement shall commence on the first day of the first month following the day on which the Shipper receives notification of service commencement from the Company and shall continue for a term of [redacted] ("Primary Term"). Upon two years written notice to Company, Shipper shall have the unilateral right to extend the term of this Agreement beyond the Primary Term, at a rate to be mutually agreed by both parties, for a period of ten (10) years from the end of the Primary Term. This Agreement shall terminate upon 30 Days written notice by Company and Company may discontinue service hereunder if (a) Shipper, in Company's reasonable judgment fails to demonstrate creditworthiness, and (b) Shipper fails to provide adequate Security in accordance with this Agreement, or (c) Shipper fails to restore imbalances arising in connection with services rendered. If any of the Conditions Precedent listed in Section 6 below are not satisfied, either Party may terminate this Agreement, without cause or liability to the other Party, except for the obligations in Section 6c below.

6. CONDITIONS PRECEDENT

a. Transporter's obligations under this Agreement are expressly made subject to the following Conditions Precedent:
    1. Company's receipt of all required internal approvals on or before July 1, 2026.
    2. Company's receipt of approval of this Agreement from the Florida Public Service Commission.
    3. Company's receipt of all (i) public right of way land rights, (ii) easements, and (iii) permits issued by governmental authorities, that are required to provide Firm Transportation Service to Shipper.
    4. Company's receipt of a signed interconnect agreement from the requisite interstate pipeline.

b. Shipper's obligations under the Agreement are expressly made subject to the following Condition(s) Precedent:

1. Shipper's receipt of all required internal approvals, on or before July 1, 2026

c. Termination Prior to Condition Precedent Satisfaction Date. Prior to the date that the conditions precedent listed in Sections 6a and 6b above are satisfied or waived, a Party may deliver a notice to terminate this Agreement to the other Party only if (i) a Party materially breaches this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching Party within thirty (30) days after the breaching Party's receipt of written notice of such breach; (ii) a Party files for bankruptcy, generally assigns assets for creditors, or has a receiver appointed; or (iii) one of the conditions precedent set forth in Sections 6a and 6b above has not been satisfied or waived by the responsible Party. In the event that this Agreement is terminated by either Party because a condition precedent set forth in Sections 6a and 6b above has not been satisfied or waived in writing, then, within thirty (30) days of either Party delivering such notice of termination to the other Party, Company shall provide Shipper with a statement of all pre-service costs incurred by Company arising from its performance of its obligations under this Agreement, which includes, but is not limited to, costs arising from engineering work related to designing and constructing the facilities required to provide Firm Transportation Service to Shipper, costs to procure materials for the Firm Transportation Service, costs to construct the Firm Transportation Service, and costs arising from contracts with third parties that cannot be terminated ("Project Cost Statement"). The Project Cost Statement shall not exceed [redacted] (the "Project Cost Statement Cap"). Within thirty (30) days of Shipper's receipt of the Project Cost Statement (or any update of the same), Shipper shall pay Company an amount equal to the amount in the Project Cost Statement, but not to exceed the Project Cost Statement Cap. Upon Shipper's payment of the amounts due to Company in the Project Cost Statement, this Agreement shall terminate, and the Parties shall be released from all further obligations, liabilities, and potential damages under this Agreement.

7. CREDIT REQUIREMENTS:

a. Shipper must demonstrate that it has an Investment Grade Rating (as defined in the Company's Tariff). If Shipper has an Investment Grade Rating on the date it executes and delivers this Service Agreement, but later ceases to have an Investment Grade Rating, Shipper must provide security as set forth in categories 1. or 2. below.

b. If Shipper, at the time of its execution and delivery of this Service Agreement, or at any time thereafter during the term of this Service Agreement, does not qualify under paragraph (a), Shipper must provide security for its obligations by providing to or as directed by Company:

1. an irrevocable guarantee, in form, amount, and substance acceptable to Company in its commercially reasonable discretion, supporting Shipper's obligations under this Service Agreement from a Guarantor acceptable to Company in its commercially reasonable discretion having an Investment Grade rating; or

2. a Letter of Credit, or a cash deposit in an amount equal to the amount of a Letter of Credit, or such other form of security as Company deems in its sole discretion, to be acceptable.

Notwithstanding the foregoing, Company may waive or reduce, in its sole discretion, the foregoing creditworthiness requirement, subject to revocation of such waiver or reduction if a material change occurs in the financial criteria relied upon at the time such waiver or reduction was granted.

Shipper shall (a) furnish to Company, (i) as soon as available, but in any event within 120 days after the end of each fiscal year of Shipper, audited financial statements of Shipper setting forth in comparative form the corresponding figures for the preceding fiscal year together with the auditor's report thereon, and (ii) as soon as available, but in any event within 60 days after the last day of each of Shipper's first three fiscal quarters, quarterly unaudited financial statements of Shipper on a basis consistent with the corresponding period of the preceding fiscal year, and (b) cooperate with Company to obtain and provide to Company, where possible, such additional information regarding the financial condition of Shipper as Company may reasonably request from time to time. Company may, in its sole discretion, accept unaudited financial statements in lieu of the audited statements described in clause (i) above.

8. BALANCING OF RECEIPTS AND DELIVERIES OF GAS:

Balancing of receipts and deliveries shall be governed by the provisions of the Operational Balancing Agreement executed by the Parties. The Parties will amend the Operational Balancing Agreement to include the delivery and receipt points in this Agreement and may amend the agreement from time to time, as needed. The form of the amendment is attached hereto as Exhibit C, such amendment to be executed by the Company and Shipper at the time this Firm Service Agreement is executed.

9. COMPANY'S TARIFF PROVISIONS:

Except as otherwise provided in this Agreement, Company's Tariff approved by the Commission, including any amendments thereto approved by the Commission during the Term of this Agreement, is hereby incorporated into this Agreement and made a part hereof for all purposes. In the event of any conflict between the Company's Tariff and the specific provisions of this Agreement, the latter shall prevail, in the absence of a Commission Order to the contrary.

10. NOTICES:

Except as otherwise provided in the Tariff, all notices shall be in writing and mailed to the applicable address below or transmitted via facsimile. Shipper or Company may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Company:
Administrative Matters:
SeaCoast Gas Transmission, LLC
3600 Midtown Drive
Tampa, Florida 33607
Attention: Director BD Intrastate Pipe
Telephone: (239) 209-4772
Email: rberger@tecoenergy.com

With a copy to:
SeaCoast Gas Transmission, LLC
3600 Midtown Drive
Tampa, Florida 33607
Attention: General Counsel
Telephone: (813) 228-1556
Email: dmnicholson@tecoenergy.com

Invoices and Payment:
SeaCoast Gas Transmission, LLC
3600 Midtown Drive
Tampa, Florida 33607
Attention: General Accounting
Telephone: (813) 228-4191
Email: rbarbour@tecoenergy.com

Shipper:
Administrative Matters:
Peoples Gas System, Inc.
3600 Midtown Drive
Tampa, Florida 33607
Attention: Director Gas Supply & Trading
Telephone: (813) 228-4691
Email: PGSGasTransportation@tecoenergy.com

With a copy to:
Peoples Gas System, Inc.
3600 Midtown Drive
Tampa, Florida 33607
Attention: Risk Manager
Telephone:782-640-9504
Email: ContractAdmin@tecoenergy.com

Invoices and Payment:
Peoples Gas System, Inc.
3600 Midtown Drive
Tampa, Florida 33607
Attention: Supervisor Energy Settlements
Telephone: (813) 228-1473
Email: PGSSettlements@tecoenergy.com

11. CANCELLATION OF PRIOR CONTRACT(S)

This Agreement supersedes and cancels, as of the Effective Date of this Agreement, the contract(s) between the Parties hereto as described below, if applicable: None.

12. OPERATIONAL FLOW ORDERS

Company has the right to issue effective Operational Flow Orders pursuant to Section 12 of the General Terms and Conditions of Company's Tariff.

13. HEADINGS

All article headings, section headings, and subheadings in this Agreement are inserted only for the convenience of the Parties in identification of the provisions hereof and shall not affect any construction or interpretation of this Agreement.

14. ENTIRE AGREEMENT

This Agreement, including the Exhibits attached hereto, sets forth the full and complete understanding of the Parties as of the date of its execution by both Parties, and supersedes any and all prior negotiations, agreements and understandings with respect to the subject matter hereof. Neither Party shall be bound by any other obligations, conditions or representations with respect to the subject matter of this Agreement.

15. AMENDMENTS

Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived, or modified except by an instrument in writing signed by the party against which enforcement of the termination, amendment, supplement, waiver, or modification shall be sought. A change in (a) the place to which notices pursuant to this Agreement must be sent or (b) the individual designated as the Contact Person pursuant to Notices Section shall not be deemed nor require an amendment of this Agreement, provided such change is communicated in accordance with the Notices Section of this Agreement. Further, the parties expressly acknowledge that the limitations on amendments to this Agreement set forth in this section shall not apply to or otherwise limit the effectiveness of amendments that are or may be necessary to comply with the requirements of, or are otherwise approved by, the Commission or its successor agency or authority.

16. SEVERABILITY

If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided, however, that if such severability materially changes the economic benefits of this Agreement to either Party, the Parties shall negotiate in good faith an equitable adjustment in the provisions of this Agreement.

17. WAIVER

No waiver of any of the provisions of this Agreement shall be deemed to be, nor shall it constitute, a waiver of any other provision, whether similar or not. No single waiver shall constitute a continuing waiver, unless otherwise specifically identified as such in writing. No waiver shall be binding unless executed in writing by the Party making the waiver.

18. ATTORNEY'S FEES AND COSTS

In the event of any litigation between the Parties arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover all costs incurred and reasonable attorneys' fees, including attorneys' fees in all investigations, trials, bankruptcies and appeals.

19. INDEPENDENT PARTIES

Company and Shipper shall perform hereunder as independent parties. Neither Company nor Shipper is in any way or for any purpose, by virtue of this Agreement or otherwise, a partner, joint venture, agent, employer or employee of the other. Nothing in this Agreement shall be for the benefit of any third Person for any purpose, including, without limitation, the establishing of any type of duty, standard of care, or liability with respect to any third Person.

20. ASSIGNMENT AND TRANSFER

No assignment of this Agreement by either party may be made without the prior written approval of the other party (which approval shall not be unreasonably withheld) and unless the assigning or transferring party's assignee or transferee shall expressly assume, in writing, the duties and obligations under this Agreement of the assigning or transferring party. Upon such assignment or transfer, as well as assumption of the duties and obligations, the assigning or transferring party shall furnish or cause to be furnished to the other party a true and correct copy of such assignment or transfer and the assumption of duties and obligations.

21. GOVERNMENTAL AUTHORIZATIONS; COMPLIANCE WITH LAW

This Agreement shall be subject to all valid applicable state, local and federal laws, orders, directives, rules and regulations of any governmental body, agency or official having jurisdiction over this Agreement and the transportation of Gas hereunder. Company and Shipper shall comply at all times with all applicable federal, state, municipal, and other laws, ordinances and regulations. Company and/or Shipper will furnish any information or execute any documents required by any duly constituted federal or state regulatory authority in connection with the performance of this Agreement. Each party shall proceed with diligence to file any necessary applications with any governmental authorities for any authorizations necessary to carry out its obligations under this Agreement. In the event this Agreement or any provisions herein shall be found contrary to or in conflict with any applicable law, order, directive, rule or regulation, the latter shall be deemed to control, but nothing in this Agreement shall prevent either party from contesting the validity of any such law, order, directive, rule, or regulation, nor shall anything in this Agreement be construed to require either party to waive its respective rights to assert the lack of jurisdiction of any governmental agency other than the Commission, over this Agreement or any part thereof. In the event of such contestation, and unless otherwise prohibited from doing so under this Section 21, Company shall continue to transport and Shipper shall continue to take Gas pursuant to the terms of this Agreement. In the event any law, order, directive, rule, or regulation shall prevent either party from performing hereunder, then neither party shall have any obligation to the other during the period that performance under the Agreement is precluded.

22. APPLICABLE LAW AND VENUE

This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida. The venue for any action, at law or in equity, commenced by either party against the other and arising out of or in connection with this Agreement shall be in a court of the State of Florida having jurisdiction.

23. COUNTERPARTS

This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original instrument as against any Party who has signed it.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective Officers and/or representatives thereunto duly authorized to be effective as of the date stated above.

COMPANY:

SEACOAST GAS TRANSMISSION, LLC

Signed by:
By: Lew Rutkin
D36BF7DDE7A8435...
Name: Lew Rutkin
Title: VP, Gas Supply & Development
Date: 5/26/2026

SHIPPER:

PEOPLES GAS SYSTEM, INC.

Signed by:
By: Tim O'C
5E12436FD44C418...
Name: Timothy O'Connor
Title: SVP, Safety, Operations and Engineering
Date: 5/26/2026

Signed by:
By: Mila Milojevic
87E3DDFA00DD46F...
Name: Mila Milojevic
Title: VP, Engineering & Construction
Date: 5/27/2026

Exhibit A - Receipt Point

Exhibit B - Delivery Point

Exhibit C - Amendment to Operational Balancing Agreement

EXHIBIT A

For Contract No. FT1-PGS-0009

BETWEEN SEACOAST GAS TRANSMISSION, LLC AND SHIPPER

ORIGINAL CONTRACT DATE: May 20th, 2026

EFFECTIVE DATE OF THIS EXHIBIT A (which supersedes and replaces any prior Exhibit A to this Agreement): Commencement date

Primary Receipt Points:

Primary Receipt Point	Primary Receipt Point MDQ
POI #TBD FGT - New Seacoast Fort Myers	[redacted]/day plus retainage

TRANSPORTER:
SEACOAST GAS TRANSMISSION, LLC

By: Signed by: Lew Rutkin D36BF7DDE7A8435...

Name: Lew Rutkin
Title: VP, Gas Supply & Development
Date: 5/26/2026

SHIPPER:
PEOPLES GAS SYSTEM, INC.

By: Signed by: 5E12436FB44C418...

Name: Timothy O'Connor
Title: SVP, Safety, Operations and Engineering
Date: 5/26/2026

By: Signed by: Mila Milojevic 87E3DBFA80DD40F...

Name: Mila Milojevic
Title: VP, Engineering & Construction
Date: 5/27/2026

EXHIBIT B

For Contract No. FT1-PGS-0009

BETWEEN SEACOAST GAS TRANSMISSION, LLC AND SHIPPER

ORIGINAL CONTRACT DATE: May 20th, 2026

EFFECTIVE DATE OF THIS EXHIBIT B (which supersedes and replaces any prior Exhibit B to this Agreement): Commencement date

RATE:
Reservation: $[redacted]
Usage 1: $0.00 per dth

Retainage: 0.0%

Primary Delivery Points:

Primary Delivery Point	Primary Delivery Point MDQ	Minimum Delivery Pressure (PSIG)
Seacoast\PGS Fort Myers	[redacted]	[redacted]

Maximum Daily Transport Quantity: [redacted]
Maximum Hourly Flow Rate: 6%
Maximum Hourly Quantity: [redacted]

TRANSPORTER:
SEACOAST GAS TRANSMISSION, LLC

Signed by:
By: Lew Rutkin
D36BF7DDE7A8435...

Name: Lew Rutkin

Title: VP, Gas Supply & Development
Date: 5/26/2026

SHIPPER:
PEOPLES GAS SYSTEM, INC.

Signed by:
By: T O'C
5E12436FB44C418...

Name: Timothy O'Connor

Title: SVP, Safety, Operations and Engineering
Date: 5/26/2026

Signed by:
By: Mila Milojevic
87E3DBFA80DD46F...

Name: Mila Milojevic
Title: VP, Engineering & Construction
Date: 5/27/2026

EXHIBIT C

SECOND AMENDMENT TO OPERATIONAL BALANCING AGREEMENT

THIS SECOND AMENDMENT TO OPERATIONAL BALANCING AGREEMENT (this "Amendment") is entered into as of May 7th, 2026 (the "Effective Date") by and between Peoples Gas System, Inc., a Florida corporation ("PGS") and the SeaCoast Gas Transmission, LLC, a Delaware limited liability company ("OBA Party").

Recitals

WHEREAS, PGS and OBA Party entered into that certain Operational Balancing Agreement dated as of October 7, 2015 (as amended to date, the "Agreement"); and

WHEREAS, PGS and OBA Party desire to enter into this Amendment for the purposes of amending certain provisions of the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Exhibit A. Exhibit A is deleted in its entirety and replaced with Exhibit A appended hereto.

2. No Other Amendment. Except as amended as set forth in this Amendment, the Agreement shall remain unchanged and shall be in full force and effect.

3. Counterparts; Electronic Signatures. This Amendment may be executed electronically and in as many counterparts as may be convenient or required. All counterparts shall collectively constitute a single document.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

Peoples Gas System, Inc

Signed by:

By: Tim O'C
5E12436FB44C418

Name: Timothy O'Connor

Title: SVP, Safety, Operations and Engineering

Signed by:

By: Mila Milojevic

Name: Mila Milojevic

Title: VP, Engineering & Construction

SeaCoast Gas Transmission, LLC

Signed by:

By: Lew Rutkin

Name: Lew Rutkin

Title: VP, Gas Supply & Development

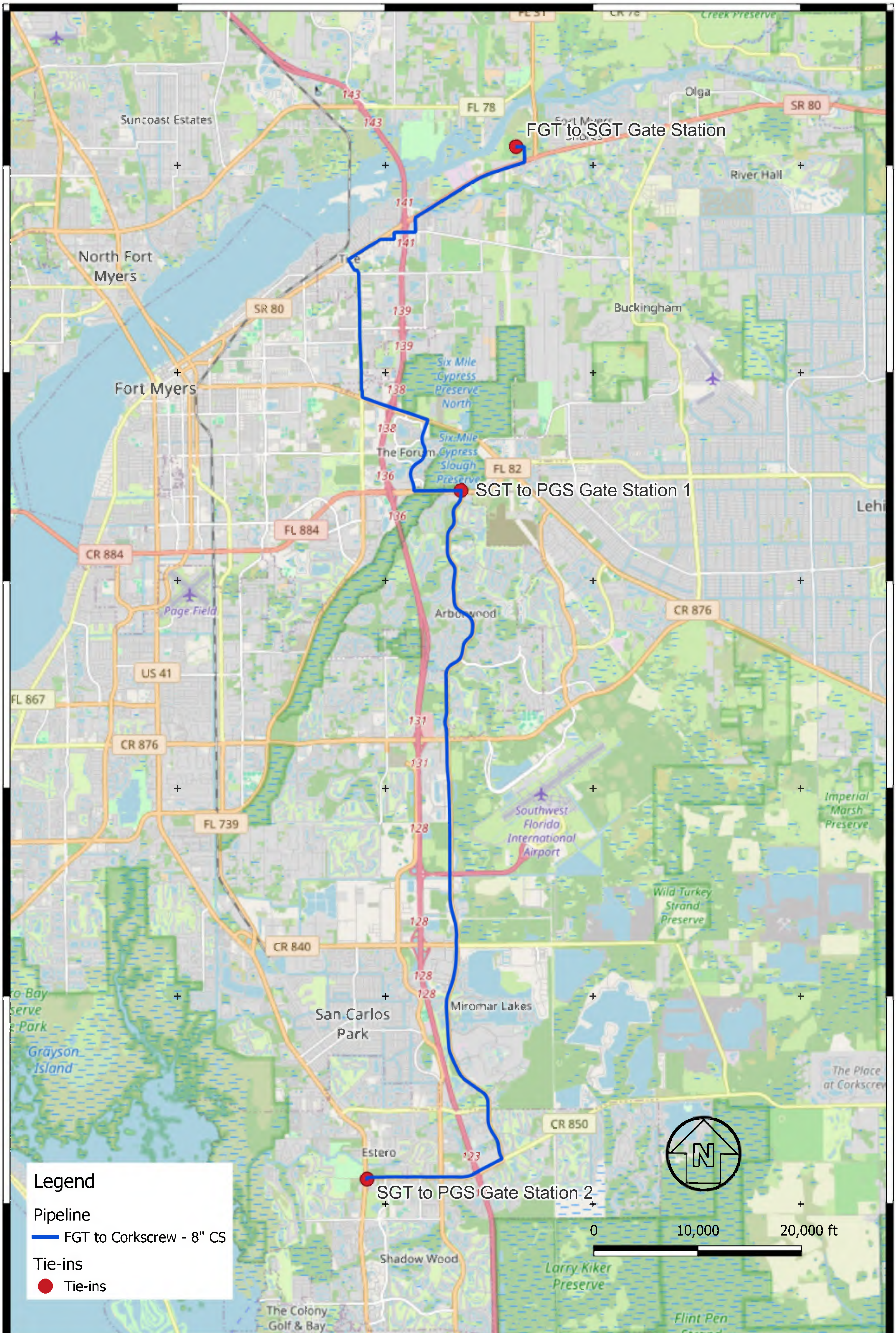
EXHIBIT A
To the Operational Balancing Agreement Between PEOPLES GAS SYSTEM, Inc and SEACOAST GAS TRANSMISSION, LLC Dated October 7, 2015

Location

DRN	DESCRIPTION	MEASURING PARTY
55	SeaCoast/PGS - Asbury Lake	Seacoast
35	SeaCoast/PGS - Green Cove Springs	Seacoast
28	SeaCoast/PGS - Southwest Lakeland	Seacoast
67	SeaCoast/PGS – Fort Myers	Seacoast

The Parties acknowledge that for the purposes of this Operational Balancing Agreement all listed Delivery Points will be aggregated in such a manner as to create a single Operational Imbalance as if the Delivery Points for a single Location. The Points not covered by this Operational Balancing Agreement (e.g., other FGT / PGS Interconnects) will not be included in the determination of the Operational Imbalance.

Attachment B



SOUTHWEST FLORIDA SYSTEM IMPROVEMENT PROJECT
FGT TO CORKSCREW 8" PIPELINE

SeaCoast GAS TRANSMISSION
AN EMERA COMPANY

POND

23-Apr-2026