DOCKET NO. 20260094
FILED 6/22/2026
DOCUMENT NO. 03679-2026
FPSC - COMMISSION CLERK

REDACTED

REQUEST TO ESTABLISH DOCKET

(Please type or print. File original with CLK.)

Date:	**6/22/2026**
1. From Division / Staff:	Economics/Draper
2. OPR:	ECO
3. OCR:	GCL, ENG
4. Suggested Docket Title:	Petition of Coastal Connect Services, LLC for Approval of Natural Gas Pipeline Transmission Company Tariff and Firm Transportation Service Agreement
5. Program/Module/Submodule Assignment:	A4b, A4c

6. Suggested Docket Mailing List

a. Provide NAMES/ACRONYMS, if registered company ☐ **Provided as an Attachment**

Company Code, if applicable:	**Parties (include address, if different from MCD):**	**Representatives (name and address):**
	Coastal Connect Services	TImothy Riley, Gunster, Yoakley & Stewart, P.A. 215 South Monroe St., Suite 601, Tallahassee, FL 32301

b. Provide COMPLETE NAME AND ADDRESS for all others (match representatives to companies)

Company Code, if applicable:	**Interested persons, if any, (include address, if different from MCD):**	**Representatives (name and address):**

7. Check one: ☒ **Supporting documentation attached** ☐ **To be provided with Recommendation**

Comments: Coastal Connect Services currently does not have a company code; also move Documents Nos. 03476-2026 and 03477-2026 from 2026000-OT into this new docket.

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COMMISSION CLERK

Gunster

(850) 521-1727
triley@gunster.com

June 8, 2026

VIA E-PORTAL

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

Re: [New Filing]- Petition of Coastal Connect Services, LLC for Approval of Natural Gas Pipeline Transmission Company Tariff

Dear Mr. Teitzman:

Attached for filing, please find Coastal Connect Services, LLC's Petition for Approval of Natural Gas Pipeline Transmission Company Tariff. We will hand deliver unredacted copies of Attachment B (Transportation Service Agreement) subject to the confidentiality provisions of Rule 25-22.006, F.A.C. Please let me know if you have any questions. Thank you.

Very truly yours,

Timothy M. Riley
Gunster, Yoakley & Stewart, P.A.
215 South Monroe Street, Suite 601
Tallahassee, FL 32301
(850) 521-1727

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Natural Gas Pipeline Transmission Tariff by Coastal Connect Services, LLC	Docket No. ________________ Filed: June 8, 2026

PETITION OF COASTAL CONNECT SERVICES, LLC FOR APPROVAL OF NATURAL GAS PIPELINE TRANSMISSION COMPANY TARIFF

Coastal Connect Services, LLC ("CCS" or "the Company") hereby files this Petition requesting that the Florida Public Service Commission ("Commission") approve the proposed tariff, attached and incorporated herein at Attachment A, pursuant to which CCS proposes to operate, as a "natural gas transmission company" as defined in Section 368.103(4), Florida Statutes. In support thereof, CCS states as follows:

1. The Company is a limited liability company formed under Texas law and registered to do business in Florida with the Florida Secretary of State's office in accordance with Section 607.1505, Florida Statutes. Its principal office is located at:

2001 Ross Ave., Suite 2100
Dallas, TX 75201

Consistent with Section 368.103(4), Florida Statutes, the Company does not own or operate any facilities primarily for the local distribution of natural gas or that is subject to the jurisdiction of the Federal Energy Regulatory Commission under the Natural Gas Act, 15 U.S.C. ss. 717 et seq., nor is it a municipality or any agency thereof or a special district created by special act to distribute natural gas.

2. Any pleading, motion, notice, order, or other document required to be served upon CCS or filed by any party to this proceeding should be served upon the following individuals:

Timothy Riley Gunster, Yoakley & Stewart, P.A. 215 South Monroe St., Suite 601	Michael Smith Coastal Connect Services, LLC 2001 Ross Ave., Ste. 2100

Tallahassee, FL 32301
(850) 521-1980
triley@gunster.com

Dallas, TX 75201
info@coastalconnectpipeline.com

3. The Commission is vested with jurisdiction over this matter in accordance with Section 368.104, Florida Statutes, pursuant to which the Commission must ensure that natural gas transmission companies comply with the provisions of Chapter 368, Florida Statutes. The Commission has authority over "any person owning or operating for compensation facilities located wholly within this state for the transmission or delivery for sale of natural gas," absent certain exceptions not applicable. As a natural gas transmission company, the Commission is authorized to regulate the rates and services offered, including, without limitation, the company's rules and regulations for determining the classification of customers and services and the applicability of rates. The Commission is also charged with ensuring that the provision of transmission service—or abandonment of service—by a natural gas transmission company is not unreasonably preferential, prejudicial, or unduly discriminatory.

I. Background

4. As the Commission is aware, the Natural Gas Transmission Pipeline Intrastate Regulatory Act (the Act), Sections 368.101-368.112, F.S., was adopted by the Florida Legislature in 1992 in conjunction with Sections 403.9401-9425, F.S., the Natural Gas Transmission Pipeline Siting Act (Pipeline Siting Act). The statute enables an intrastate pipeline company to be exempt from FERC jurisdiction under what is known as "the Hinshaw Amendment." The Hinshaw Amendment, contained in section 1(c) of the Natural Gas Act, 15 U.S.C. § 717(c), exempts from FERC regulation under the Natural Gas Act intrastate pipelines whose facilities are located entirely within one state, who receive all of its gas at or within the boundaries of that state and consume all gas supplies consumed within that state, and whose rates and services regulated by a relevant state

commission. Payment of regulatory assessment fees to cover the cost of regulation and jurisdiction over pipeline safety is also provided for in Chapter 368, F.S.

5. The first instance of the Commission approving an intrastate transmission pipeline company rates was in 1993 when the Commission approved rates initially reflected in settlement agreements and negotiated agreements for Five Flags Pipeline Company (Five Flags).[1] Thereafter, in 1997, FERC approved Five Flags' request to operate under the Commission-approved rates subject to regular compliance filings with the Florida Commission. This request was also approved by the Commission.[2] Five Flags served one customer, the Okaloosa County Gas District, and was ultimately dissolved in 1999. Later, in 2007 and 2008, respectively, the Commission approved tariffs for Peninsula Pipeline Company, Inc. and SeaCoast Gas Transmission, LLC.[3]

6. CCS's request herein is the first new request for approval of a transmission company pipeline tariff since the Commission's approval of SeaCoast's tariff in 2008. The reason for this request is to fill a specific need for the safe, timely, and efficient delivery of natural gas. Space Exploration Technologies Company, known more commonly as SpaceX, operates facilities on Cape Canaveral in Brevard County launching a variety of materials and humans into space for multiple customers including the U.S. Department of Defense. As its operations continue to grow, SpaceX also has a growing need for significant supplies of natural gas, which it liquifies for use as rocket fuel. Given SpaceX's substantial fuel supply needs and its intent to contract for all capacity on the proposed facility, it is important that the entity owning the proposed pipeline facility and

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[1] Order No. PSC-93-1677-FOF-GP, issued November 18, 1993, in Docket No. 930721-GP, In re: Filing of Initial Regulated Rates by Five Flags Pipeline Company.

[2] Order No. PSC-97-0609-FOF-GP, issued on May 28, 1997, in Docket No. 970361-GP, in Re: Five Flags Pipeline Company – Petition for approval of existing firm and interruptible system transportation rates. *See also*, PSC-07-1012-TRF-GP at page 2.

[3] *See*, Order No. PSC-07-1012-TRF-GP, issued December 21, 2007, in Docket No. 070570-GP, In re: Petition for approval of natural gas transmission pipeline tariff by Peninsula Pipeline Company, Inc.; *and* Order No. PSC-08-0747-TRF-GP, issued November 12, 2008, in Docket No. 20080561-GP, In re: Petition for approval of natural gas transmission pipeline tariff by SeaCoast Gas Transmission, LLC.

transporting the needed fuel is fully aligned with SpaceX's needs without impacting the broader community's timely access to natural gas resources. CCS will own the anticipated pipeline facility and serve as the transportation service provider.

II. Request

7. As set forth in Section 368.105(3), Florida Statutes:

> Rates charged or offered to be charged by any natural gas transmission company for transactions with other natural gas transmission companies, transportation customers, and industrial, power plant, and other similar large-volume contract customers, but excluding direct sales-for-resale to gas distribution utilities at city gates, unless suspended and modified pursuant to this subsection, are deemed to be just and reasonable and approved by the commission, if both the natural gas transmission company and the customer file an affidavit with the commission affirming that:
>
> (a) Neither the natural gas transmission company nor the customer had an unfair advantage during the negotiations;
>
> (b) The rates are substantially the same as rates between the natural gas transmission company and two or more of those customers under the same or similar conditions of service; or
>
> (c) Competition does or did exist either with another natural gas transmission company, another supplier of natural gas, or with a supplier of an alternative form of energy.

Thus, as set forth above, the Act contemplates that the rates charged by a transmission pipeline company will be reflected in negotiated agreements reflecting the needs of specific customers and that such commitments will be affirmed by the filing of affidavits with the Commission within 45 days of execution of a firm transportation service agreement. An exception to the affirmation by affidavit provision applies to any agreements involving sales for resale to gas utilities at city gates, which is not applicable here.

8. As noted herein, CCS's capacity is, at present, contemplated to be fully obligated. Specifically, its first customer, SpaceX, will contract for all of the contemplated capacity on the

new pipeline facility. As recognized in Section 368.105(6), Florida Statutes, if all capacity is used, CCS is not required to provide other entities access to the facility.

9. Furthermore, CCS will not take title to any gas transported on its facility and will not make any commodity sales. Instead, CCS will provide transportation service only. Thus, it is not including minimum or maximum rates in the tariff discussed below. Rather, such rates will be addressed in the contract with its Customer, as contemplated under Section 368.105(3), Florida Statutes, and as further addressed herein.

10. If approved, CCS's contemplated role will be to own and operate the pipeline that will serve SpaceX. SpaceX's natural gas needs are expected to be very large and variable, and expected to increase over time. This need profile is not consistent with a typical industrial customer requiring transporation service. SpaceX determined the small, existing pipeline to the Cape Canaveral spaceport, which also does not connect to the required delivery points, is wholly inadequate for its purposes. After careful evaluation of all of the alternatives, the best way to reliably, sufficiently, and timely address these specialized natural gas needs was to contract for a separate, new pipeline .

III. Public Interest Considerations

11. The public benefits of this new pipeline are significant. SpaceX plays a significant role in facilitating the research and transportation needs of the National Aeronautics and Space Administration (NASA) by providing manned and unmanned spacecraft to the International Space Station and for other space flight missions. In addition, SpaceX supports the United States Department of Defense in launching military satellites for enhanced national security. SpaceX, more generally, also works to develop technology and resources that help to ensure that the United States remains at the forefront of the development and exploration of space. Providing a safer,

more efficient, direct pipeline to the SpaceX facilities will help to better ensure that the nation's spaceflight program will not be limited by the means of natural gas delivery to Cape Canaveral.

12. In addition, a new, dedicated natural gas pipeline will eliminate the need for many hundreds of truckloads of natural gas to be transported for each launch. While truck transport is conducted safely and pursuant to all applicable state and federal regulations, this is an inefficient longterm fuel delivery means for the increasing launch capability needs. A natural gas pipeline is the safest and most efficient method of delivering natural gas for this need.

13. A new natural gas pipeline will also produce benefits to other natural gas users. Without this new pipeline, the significant demand volumes and service profile that otherwise would be placed upon an existing pipeline or a local distribution company's (LDC) system would be profound. This is a capacity constrained area of the state, and trying to meet the SpaceX specific and unique demand through existing facilities could, potentially, impact the ability of customers in the area to obtain natural gas or the ability of existing or new pipelines to expand service to other customers in the area. The availability of a separate, transmission line to serve CCS's sole customer will relieve other natural gas providers and their customers of the operational burden and cost risks associated with service to SpaceX.

IV. Tariff

14. Attached to this Petition is CCS's proposed tariff, which has been developed in general compliance with Chapter 25-9, Florida Administrative Code, although this chapter is technically not applicable to a natural gas transmission pipeline company. Again, CCS will not take ownership of gas received into its facility, does not intend to make any retail sales of gas, nor does it anticipate making any sales for resale to natural gas local distribution utilities. CCS will establish rates for service through contracts with its customer, consistent with Section 368.105(3),

Florida Statutes; therefore, no rate schedules are incorporated in the attached proposed tariff. Instead, CCS's proposed tariff generally follows the template of the other natural gas transmission companies in Florida, although somewhat abbreviated in some respects given CCS's planned scope of service, which is explained further herein.

15. The key provisions of CCS's proposed tariff are summarized as follows:

a. Definitions

The definition of terms reflected in the proposed tariff is consistent with the definitions in common use in the natural gas transmission industry.

b. System Map

Because CCS has, at present, no pipeline in operation, the proposed tariff does not include descriptions or maps. Instead, this sheet includes a general description of the area, the anticipated interconnection with the interstate pipeline, and the location of the delivery point at the customer premises.

c. Character and Scope of Service

The proposed tariff reflects that CCS intends to provide Firm Transportation Service as its only gas delivery service. Customers are referred to in the proposed tariff as "Customer."

d. General Terms and Conditions

Transportation service provided by CCS pursuant to the proposed tariff will consist of (i) the receipt of gas on behalf of Customer, (ii) the transportation of the gas across CCS's facility, and (iii) the tender by CCS of the gas at the delivery points for Customer for the Customer's account. Consistent with the parameters outlined by the Commission in approving other current intrastate transmission pipeline company tariffs, CCS will not provide service to any entity currently receiving natural gas service via pipeline nor to any facilities that are less than one mile in distance from existing gas facilities operated by an investor-owned gas utility, a gas municipality, or gas district.

e. Company Facilities

The proposed language is standard in the industry. The transmission facilities (mains, meters, regulators, valves, electronic devices, etc.) that make up the intrastate pipeline system are to be owned solely by CCS, and will be constructed, maintained, and managed by its contractor.

f. Operational Controls

As a mid-stream transporter, CCS intends to rely on many of the operational functions and data of the interstate pipeline with which it will connect. Among other things, the tariff contemplates that CCS will operate consistent with the North American Energy Standards Board (NAESB) standards as it pertains to nominations, scheduling, operational order notices and requirements, Delivery Point measurement data and gas quality standards, among other items.

16. Given that CCS has already identified a customer, which will likely be its only customer, pursuant to Rule 25-21.006, F.A.C., CCS is separately filing with the Commission its Firm Transportation Service Agreement with SpaceX. CCS is providing the entire agreement under a separate request for confidential classification, which pursuant to the rule includes two redacted versions of the agreement. CCS is requesting the Commission approve this agreement.

17. CCS is aware that other intrastate transmission companies in Florida have been required to file agreements entered into with their affiliates. Based on a review of publicly-available records, it appears that the affiliates in question are fully regulated local distribution utilities. Thus, from a policy perspective, such review is consistent with the Commission's role to ensure that transmission companies not only comply with Chapter 368, Florida Statutes, but to

also ensure that the captive customers of the natural gas utilities it regulates pursuant to Chapter 366, Florida Statutes, do not pay higher costs to subsidize the activities of unregulated affiliates.

18. Here, while the situation is quite different, approval of the firm transportation agreement is nonetheless appropriate. Given SpaceX's business and that its significant associated fuel needs, require a highly reliable, fully responsive natural gas transmission line solution, utilizing CCS to address this requirement provides efficiencies that will protect other natural gas customers subject to this Commission's jurisdiction. The agreement represents the essence of CCS's anticipated operations in Florida, and the rates set forth therein will be borne by its customer, SpaceX. As such, CCS respectfully asks that the Commission also approve the Firm Transportation Service Agreement, which will be executed upon Commission approval.

WHEREFORE, CCS respectfully requests that the Commission approve, effective as of the date of its vote, CCS's petition and enter its order approving the proposed Tariff of Coastal Connect Services, LLC, which is attached and incorporated herein as Attachment A and CCS's Firm Transportation Service Agreement with SpaceX, which is attached and incorporated herein as Attachment B.

Respectfully submitted this 8th day of June, 2026,

Timothy Riley
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301

Attorneys for Coastal Connect Services, LLC

ATTACHMENT A

Proposed Florida Tariff of

Coastal Connect Services, LLC

NATURAL GAS TRANSMISSION PIPELINE TARIFF

ORIGINAL VOLUME NO. 1

OF

COASTAL CONNECT SERVICES, LLC

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Communications concerning this Tariff should be addressed to:

COASTAL CONNECT SERVICES, LLC

2001 Ross Avenue, Suite 200
Dallas, Texas 75201

Attn: Michael Smith, Managing Member

GAS TRANSPORTATION SERVICE

GAS TRANSPORTATION SERVICE

1. DEFINITIONS

As used herein in conjunction with transportation service, the following terms shall have the meanings indicated below:

"Btu" shall mean the British thermal unit as defined by international standards.

"Business Day" shall mean any weekday, excluding federal banking holidays.

"Central Clock Time" (C.T.) shall mean Central Standard Time adjusted for Daylight Savings Time.

"Commission" means the Florida Public Service Commission, or any successor governmental authority.

"Customer" means any individual, governmental body or legal entity taking transportation service hereunder or an entity authorized to act on Customer's behalf.

"Day" shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time, as adjusted for Daylight Savings Time, and the date of the Day shall be that of its beginning.

"Dekatherm" or **"Dth"** means 1,000,000 Btus. Dekatherm shall be the standard unit for purposes of Nominations, scheduling, invoicing, and balancing.

"Delivery Point(s)" shall mean those location(s) set forth in the applicable Transportation Service Agreement between Transporter and Customer where Transporter delivers Gas to Customer.

"Delivery Volume" shall mean the volume of Gas nominated and confirmed at the Delivery Point(s) by or on behalf of Customer.

"Discretion" shall mean Transporter's discretion exercised in a lawful, reasonable, and non-discriminatory manner.

"Electronic Communication" shall mean the transmission of information via Transporter's internet website or other mutually agreed communication methodologies used to transmit and receive information.

"Firm" shall mean that each Dth Customer nominates under a Firm Transportation Service Agreement and Transporter confirms at the Receipt Point(s), within Customer's firm MDQ, will be delivered to Customer's Delivery Point(s) minus Transporter's Fuel without interruption except under force majeure conditions, an Operational Flow Order, or an energy emergency declared by the State of Florida or the Commission.

"Force Majeure" shall have the meaning given to such term in Section 18.

"Fuel" shall mean the Quantity of Gas required by Transporter to transport Gas from a Receipt Point to a Delivery Point and lost-or-unaccounted-for Gas when transporting the tendered quantities. This percentage will be set forth in the Transportation Service Agreement.

"Gas" shall mean hydrocarbon natural gas in a gaseous state, including oil well gas produced with crude oil, gas from gas wells, and residue gas from processing either oil well gas or gas well gas, or both.

"Imbalance(s)" shall mean the daily difference between the Delivery Volume and the actual metered volumes allocated to Customer at the Delivery Point(s).

"Index Price" shall have the meaning given to such term in Section 13.

"Intraday Nomination" shall mean a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day. An Intraday Nomination will span one Day only.

"MDQ" shall mean the maximum daily firm Gas quantity which Customer shall be entitled to nominate during any 24-hour period. Customers' MDQ shall be negotiated between Customer and Transporter and incorporated into the Transportation Service Agreement.

"Modifications" shall have the meaning given to such term in Section 15.

"Month" shall mean a calendar month beginning at 9:00 a.m. Central Clock Time on the first day of the calendar month and ending at 9:00 a.m. Central Clock Time the first day of the following calendar month.

"NAESB" shall mean the North American Energy Standards Board.

"NAESB Standards" means any and all such standards issued by NAESB and adopted by the Commission.

"Nomination" shall mean the confirmed Quantity of Gas which Customer shall arrange to have delivered to the Receipt Point(s) for redelivery by Transporter to the Delivery Point(s). The Nomination shall include sufficient Gas to account for Transporter's Fuel.

"Operational Flow Orders" shall have the meaning given to such term in Section 14.

"Overrun" shall mean that each Dth Customer nominates under a Firm Transportation Service Agreement and Transporter confirms at the Receipt Point(s), in excess of Customer's MDQ, will be delivered to Customer's Delivery Point(s) less Transporter's Fuel, if Transporter, using reasonable judgment, determines that capacity exists after all the Firm transport needs are accounted for to permit redelivery of tendered gas.

"Quantity of Gas" shall mean the number of units of Gas expressed in Dth unless otherwise specified.

"Quick Response" shall have the meaning given such term by NAESB.

"Receipt Point(s)" shall mean those location(s) set forth in the applicable Transportation Service Agreement between Transporter and Customer where Transporter receives Gas from Customer into Transporter's system.

"Regulatory Act" shall mean the Natural Gas Transmission Pipeline Intrastate Regulatory Act.

"Rules and Regulations" shall have the meaning given such term in Section 5.

"Transportation Service Agreement" shall mean the individual contract that each Customer shall sign and enter into with Transporter prior to commencement of service that identifies the Receipt Point(s) and Delivery Point(s), the MDQ, and establishes the cost for the transportation.

"Transporter" means Coastal Connect Services, LLC, its successors and assigns.

"Written Notice" shall mean a legible communication received by the intended recipient of the communication by United States mail or overnight courier. Written Notice may also be provided by email but shall not be effective until such time as the Email is acknowledged by the intended recipient.

2. APPLICABILITY

Transportation service pursuant to this schedule is available to all Customers who sign a Transportation Service Agreement with Transporter, demonstrate that they have the ability to tender Gas to the Receipt Point(s), and have made suitable arrangements for such tendered volumes to be delivered to Customer at the Delivery Point(s) called for in the Transportation Service Agreement. Notwithstanding the foregoing, Transporter is only obligated to provide service to Customers under this schedule if it has adequate capacity to provide such service and complies with Section 368.105 (3) of the Commission Regulatory Act.

3. TERM

Customers that elect to request transportation service will be required to execute a written Transportation Service Agreement prior to the commencement of any transportation service.

The term for such transportation service shall be as set forth in Customer's Transportation Service Agreement.

4. TYPES OF SERVICE AND CAPACITY

Transporter shall offer Firm service to all Customers who request such service, meet the tariff standards and execute a Transportation Service Agreement but only if Transporter using good industry practice believes it has sufficient pipeline capacity available, after accounting for the projected demand of the existing Firm service load, to serve such Customer.

Where Transporter has agreed to provide a Customer with Firm service, the Transportation Service Agreement will specify Transporter's pipeline capacity allocated to and reserved on behalf of Customer for redelivery of Customer's supply in terms of the MDQ that can be tendered to the Receipt Point(s) on a daily basis, and the maximum amount which can be transported to a particular Delivery Point. A Customer may have several Delivery Points, but the aggregate of the daily firm accessible Delivery Points must equal or exceed the Receipt Point(s) MDQ, adjusted for Fuel.

Transporter shall have no obligation to accept any Overrun Nomination in excess of Customer's MDQ. Any rights and obligations related to Overrun Nominations will be set forth in Customer's Transportation Service Agreement.

5. NOMINATION AND SCHEDULING

Nomination and scheduling under this tariff shall be done pursuant to, and in accordance with the provisions of this Section 5. For each Day on which Customer desires transportation service under this tariff, Customer shall submit to Transporter the Daily quantity of Gas, expressed in Dths, that it has available for transportation at each Receipt Point and the quantity of Gas Customer desires to have delivered at each Delivery Point. Customer's Receipt Point nominations, minus Fuel, must equal its Delivery Point nominations on each Day. Customer may submit either a written or an electronic nomination in the format set forth in the NAESB Standards. Once submitted, nominations, except for Intraday Nominations, will remain in effect for the specified period of time unless a prospective written or electronic nomination change is received from Customer. Each Customer nomination must include the information required by the NAESB Standards.

When a nomination for a date range is received, each Day within that range is considered an original nomination. When a subsequent nomination is received for one or more Days within that range, the previous nomination will be superseded by the subsequent nomination only to the extent of the Days specified. The Days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

The nomination cycles are as follows (all times are stated in Central Clock Time).

(A) **The Timely Nomination Cycle** – The standard nominations timeline on the Day prior to Gas flow is as follows:

- 1:00 p.m. Nominations leave control of the Customer;
- 4:30 p.m. Transporter receives completed confirmations from confirming parties;
- 5:00 p.m. Customer and point operator receive scheduled quantities from the Transporter.

Scheduled quantities resulting from timely Nominations are effective at the start of the next Gas Day.

(B) **The Evening Nomination Cycle** – The evening nominations timeline on the Day prior to Gas flow is as follows:

- 6:00 p.m. Nominations leave control of the Customer;
- 8:30 p.m. Transporter receives completed confirmations from confirming parties;
- 9:00 p.m. Transporter provides scheduled quantities to the affected Customer and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Evening Nominations are effective at the start of the next Gas Day.

Intraday Nominations will be scheduled in one of three "Cycles" and will be processed according to the following timelines:

(C) **The Intraday 1 Nomination Cycle** – The intraday 1 nomination cycle on the current Gas Day is as follows:

- 10:00 a.m. Nominations leave control of the Customer;
- 12:30 p.m. Transporter receives completed confirmations from confirming parties;
- 1:00 p.m. Transporter provides scheduled quantities to the affected Customer and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from intraday 1 nominations are effective at 2:00 p.m. on the current Gas Day.

(D) **The Intraday 2 Nomination Cycle** – The intraday 2 nomination cycle on the current Gas Day is as follows:

- 2:30 p.m. Nominations leave control of the Customer;
- 5:00 p.m. Transporter receives completed confirmations from confirming parties;
- 5:30 p.m. Transporter provides scheduled quantities to the affected Customer and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.

(E) **The Intraday 3 Nomination Cycle** – The intraday 3 nomination cycle on the current Gas Day is as follows:

- 7:00 p.m. Nominations leave control of the Customer;
- 9:30 p.m. Transporter receives completed confirmations from confirming parties;
- 10:00 p.m. Transporter provides scheduled quantities to the affected Customer and point operator.

Scheduled quantities resulting from intraday 3 nominations shall be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the intraday 3 nomination cycle.

For purposes of Sections 5(A) – (E), above, the word "provides" shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

(F) Transporter will send a Quick Response to Customer for each Nomination received. Such Quick Response will serve only as notification of the receipt and validation of Nomination information in accordance with NAESB Standards, but will not indicate whether the Nomination will be confirmed or scheduled.

(G) Transporter will notify individual Customers of bumped quantities by electronic mail, in accordance with the Nomination deadlines.

6. GAS QUALITY

All Gas delivered under these Rules and Regulations Governing the Transportation of Gas ("**Rules and Regulations**") shall conform to the Gas quality specifications set forth herein unless otherwise expressly agreed to by the parties in a Transportation Service Agreement. Except and to the extent Transporter knowingly accepts Gas from Customer that does not conform to the Gas quality specifications set forth herein, Customer shall be liable for and shall defend, indemnify, and hold Transporter harmless from and against any and all claims, actions, suits, losses, demands, costs, and expenses (including attorneys' fees and costs of repairing, inspecting, cleaning, and decontaminating the facilities of Transporter or third parties) of every kind, nature, or description resulting from any Gas that Customer has delivered into Transporter's facilities that fails to meet the Gas quality specifications of these Rules and Regulations.

If the Gas received from Customer or Customer's supplier by Transporter for delivery shall fail at any time to conform to any of the quality specifications required by these Rules and Regulations or might otherwise interfere with or adversely affect the normal operation of the facilities of Transporter or Transporter's other customers, then upon notification by Transporter to Customer, Transporter may, at its option, refuse to accept such Gas pending correction by Customer or Customer's supplier.

To ensure that the Gas delivered by Customer to Transporter conforms to the quality specifications set forth herein, Customer's Gas shall be analyzed at the Point(s) of Receipt from time-to-time as Transporter deems necessary. Such analysis will be performed by Transporter at its expense. If, however, such analysis by Transporter discloses quality deficiencies, the cost of subsequent re-testing to assure conformity with this Section shall be borne by Customer.

Except to the extent permitted by the Transporter on a not unduly discriminatory basis, all Gas received by Transporter from Customer shall conform to the following quality specifications:

A. **Heating Value:** The Gas shall have a heating value of not less than 970 Btus per standard cubic foot nor more than 1,100 Btus per standard cubic foot at 14.73 PSIA.

B. **Water Vapor:** The Gas shall not contain more than 7 pounds of water per million standard cubic feet.

C. **Oxygen:** The Gas shall not contain more than 0.2% by volume of oxygen.

D. **Carbon Dioxide and Nitrogen:** The Gas shall not contain more than 2% of carbon dioxide nor more than 3% by volume of a combined total of carbon dioxide and nitrogen.

E. **Hydrogen Sulfide:** The Gas shall not contain more than ¼ grain of hydrogen sulfide per 100 standard cubic feet

F. **Mercaptans:** The Gas shall not contain more than ¼ grain of mercaptans per 100 standard cubic feet.

G. **Total Sulfur:** The Gas shall not contain more than 5 grains of total sulfur per 100 standard cubic feet.

H. **Dust, Gums and Solid Matter:** The Gas shall be commercially free from dust, gums, gum-forming constituents, and other solid matter.

I. **Liquid Hydrocarbons:** The Gas shall be free of hydrocarbons in liquid form at the temperature and pressure at which the Gas is received.

J. **Liquid Water:** The Gas shall be free of water in liquid form at the temperature and pressure at which the Gas is received.

K. **Temperature:** The Gas shall not have a temperature of more than 100° Fahrenheit.

L. **Deleterious Substances:** The Gas shall be free of any substance which may be hazardous to health, injurious to facilities, from Transporter's receipt through and including all Delivery Point(s), or which might interfere with the merchantability of Gas or other transported hydrocarbons.

7. DELIVERY AND TRANSPORTATION

Customer shall arrange with its gas suppliers to have Gas tendered to the Receipt Point(s) for delivery to the Delivery Point(s) in a volume designed to match Customer's Nomination at the Delivery Point(s) plus Fuel for each Day in an amount not to exceed Customer's MDQ. Transporter shall then redeliver, on a firm basis, such quantities, less Transporter's Fuel, to Customer at the Delivery Point(s) as specified on Exhibit A of Customer's Transportation Service Agreement. Transportation service under the Transportation Service Agreement shall be governed by: 1) the Transportation Service Agreement; 2) these Rules and Regulations; 3) the Regulatory Act and 4) the rules and orders of the Commission.

Unless otherwise specified in the Transportation Service Agreement, Customer shall submit its Nomination to Transporter by no later than 1:00 pm Central Clock Time for Gas flow the following day. This Nomination should correspond to scheduled deliveries Customer makes on the upstream interconnects and any downstream interconnects. Should Customer desire to modify its Nomination either on the current Day or after the Nomination deadline for Gas flow the following day, Transporter shall make every attempt to accommodate Customer's request provided Transporter can confirm such quantities with the upstream pipeline at the Receipt Point(s) and downstream entity at the Delivery Point(s).

After Customer delivers Gas or causes Gas to be delivered to Transporter at the Receipt Point(s) specified in the Transportation Service Agreement, Transporter shall be deemed to be in control and possession of the Gas until thermally equivalent quantities (less Fuel) are redelivered to Customer or for the account of Customer at the Delivery Point(s). Customer shall have no responsibility with respect to any Gas deliverable by Transporter or on account of anything, which may be, done, happen, or arise with respect to such Gas until Transporter delivers such Gas to Customer or for the account of Customer. Transporter shall have no responsibility with respect to such Gas before Customer delivers or causes such Gas to be delivered to Transporter or after Transporter redelivers such Gas to Customer or for the account of Customer, or on account of anything which may be done, happen, or arise with respect to such Gas before such delivery or after such redelivery.

8. CURTAILMENT AND PRIORITY OF SERVICE

Receipts or deliveries hereunder on all or any portion of Transporter's system may be allocated, interrupted, discontinued or curtailed at any time due to capacity constraints or operational conditions, on all or any portion of Transporter's system pursuant to the following provision:

Unless a different priority of service is set forth in a Firm Customer's Transportation Service Agreement, a Firm Customer shall receive first priority on a pro rata basis based on their nominations up to such Customer's MDQ.

9. FUEL

Unless otherwise agreed to in the Transportation Service Agreement, Customer shall have the right to retain, pursuant to this schedule, 100% of the gas delivered to the Receipt Point(s), less the Fuel.

10. TRANSPORTATION RATE

The rates and charges for transportation service will be established pursuant to the Transportation Service Agreement between Transporter and Customer shall comply with Section 368.105 (3) of the Regulatory Act.

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service for Customer in accordance with the Rules and Regulations of Transporter's tariff. The Transporter 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 Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Regulatory Act.

11. GROSS RECEIPTS TAX

The Gross Receipt Tax means the gross receipt and excise taxes allocable to Transporter directly related to Transporter's performance under these Rules and Regulations that may be imposed on the delivery of Gas to Customer by the Federal Government, State or municipality or subdivision of such Government, should increase or decrease any present tax or levy any additional or eliminate any existing tax, relating to the service provided by Transporter. Transporter under the Transportation Service Agreement, Transporter will charge and collect Gross Receipts Tax as set forth in Customer's Transportation Service Agreement.

12. MISCELLANEOUS CHARGES

To the extent applicable, Transporter may charge Customer the following charges:

A. **Meter Test Charge:** If a meter is tested at the request of a Customer and said test result demonstrates the meter was operating within accepted tolerances, all incurred charges shall be assessed.

B. **Additional Charges**: The Customer and Transporter may also agree to additional charges as set forth in a Transportation Service Agreement.

13. IMBALANCES

Transporter shall maintain an imbalance account for Customer which reflects, for any given Month, the following information: total volumes received, total volumes delivered, and total volumes retained, previous imbalance positions and new imbalance positions, and any other information deemed necessary and appropriate by Transporter. Transporter may provide Customer with notice of imbalances on Transporter's Internet Website, by Electronic Communication, or in writing. Actual receipts and deliveries must balance daily with nominated receipts and deliveries, respectively, and nominated receipts, less any deductions for Fuel and any provision for imbalance corrections shall equal nominated deliveries. Transporter may apply volumes first received or delivered (as the case may be) if Transporter so elects, in its Discretion, to offset Customer's then-existing imbalance, but only upon notice to Customer.

Transporter may advise Customer of a specific action regarding imbalances to be taken if deemed necessary by Transporter in its Discretion. In the event Transporter requires Customer to take specific action, Transporter shall notify Customer thereof via Electronic Communication. Transporter may post notices of the required action on Transporter's internet website and shall make reasonable efforts to notify the employee(s) of Customer responsible for the then most recent nomination(s). If Transporter requires a specific action to be taken and Customer fails to take such action as requested in Transporter's notice, Transporter may assess and Customer shall pay Transporter, penalties as set forth in this Section.

The balancing of the total quantity of Gas scheduled for Customer(s), at the Delivery Point(s) and the total quantity of Gas measured at the Delivery Point(s) for Customer(s) shall be done on a monthly basis. Transporter and Customer(s) shall resolve all monthly imbalance quantities at the end of each Gas Month, as follows:

A. If the monthly imbalance quantity is positive (aggregated scheduled quantities of Customer's Gas is greater than aggregated measured quantities of Customer's Gas at the Delivery Point(s), the Transporter shall purchase from Customer such monthly imbalance quantity at a price per dekatherm (the "Index Price") calculated by taking: (i) the lowest weekly average (weeks where Friday is within the calendar month) of the "Daily price survey" for Gas under the "Midpoint" column for "Florida city-gates", as reported in Platts Gas Daily, for the Gas Month in which the positive monthly imbalance quantity was incurred, multiplied by the applicable factor set forth below:

Imbalance Level	Factor
0% to 5%	1.00
Greater than 5% to 20%	0.90
Greater than 20%	0.80

The total amount due Customer shall be the product of the Index Price and the positive monthly imbalance.

B. If the monthly imbalance quantity is negative (aggregated scheduled quantities of Customer's Gas is less than aggregated measured quantities of Customer's Gas at the Delivery Point(s), the Transporter shall sell to Customer such monthly imbalance quantity at a price per dekatherm (the "Index Price") calculated by taking the sum of (i) the highest weekly average (weeks where Friday is within the calendar month) of the "Daily price survey" for Gas posted under the "Midpoint" column for "Florida city-gates", as reported in Platts Gas Daily, for the Gas Month in which the negative monthly imbalance quantity was incurred, multiplied by the applicable factor set forth below:

Imbalance Level	Factor
0% to 5%	1.00
Greater than 5% to 20%	1.10
Greater than 20%	1.20

The total amount due Transporter shall be the product of the Index Price and the negative monthly imbalance.

In the event Transporter, as a result of Customer's over-deliveries or under-deliveries, incurs costs, losses and/or penalties, Customer shall also be responsible for and shall reimburse Transporter for such costs, losses and/or penalties in addition to the penalties described above. In the event that conduct by Customer under these Rules and Regulations constitutes a violation of its obligations thereunder such that Customer would incur more than one penalty for the same act or failure to act, Transporter will charge, and Customer shall pay, in addition to any amounts due for transportation service, only the total penalty charges applicable to the conduct or action yielding the highest dollar amount. The imbalance requirements and penalties of this Section 13 of these Rules and Regulations shall be applicable unless otherwise agreed to in a Transportation Service Agreement between the Transporter and Customer.

14. TITLE TO GAS

Any Customer taking Gas transportation service pursuant to this Tariff warrants that it (or an entity acting on Customer's behalf) has title to the Gas delivered to Transporter free and clear of all claims, demands, obligations, liens and encumbrances, and covenants and agrees to indemnify and hold harmless Transporter from all suits, actions, debts, accounts, damages, costs, losses, liens, judgments, orders, attorney fees, expenses and liabilities arising from or attributable to the adverse claims of any and all other persons or parties to such Gas.

Customer and Transporter each assume full responsibility and liability for the maintenance and operation of its respective properties and shall indemnify and save harmless the other party from all liability and expense on account of any and all damage, claims or actions, including injury to and death of persons, arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party; provided however, that neither party agrees to indemnify the other party for the negligence of the other party, its agents, servants or employees.

15. OPERATIONAL FLOW ORDERS

In the event any of the following occur that affects the Transporter's facilities: 1) any upstream interstate pipeline supplying Transporter declares a Force Majeure event or an operational flow order, or 2) Transporter, in its Discretion, determines action is necessary to maintain or restore the operational integrity of Transporter's system, alleviate conditions that threaten safe operations, or maintain efficient and reliable service, Transporter may issue its own operational flow order ("Operational Flow Order"). The operational integrity of Transporter's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall operating performance of the entire physical system as an entity (or any portion thereof), and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of Gas delivered.

During an Operational Flow Order, the Customer may only tender and receive those volumes which Transporter believes the Customer can actually both tender to the Receipt Point(s) and receive at the Delivery Point(s) on a Daily basis.

Operational Flow Orders shall require actions or measures that Transporter determines will neutralize or reduce threats to, or otherwise preserve, the integrity of all or a portion of Transporter's system and that may require immediate response as determined by Transporter in its Discretion. A Customer may be subject to a penalty for failure to comply with any Operational Flow Orders. Such penalties shall be calculated by multiplying the quantity of non-compliant Gas by 300% of the applicable Index Price.

In the event that, in Transporter's Discretion, actions undertaken pursuant to this Section are insufficient to remedy the situation or there is insufficient time to institute such actions, Transporter shall take such actions as are reasonably necessary to maintain system operations, deliverability, reliable services and pressurization to all or any segment(s) of its system. Transporter is authorized to use all of the resources of its system to such ends, including line pack and all supply received into Transporter's system.

Transporter shall provide Customer with notice of Operational Flow Orders via Electronic Communication. Transporter may post notices of Operational Flow Orders on Transporter's internet website and shall make reasonable efforts to notify the employee(s) of Customer responsible for the then most recent Nomination(s).

16. NOTICES

Any notice, request, demand, statement or payment provided for in this Tariff, unless otherwise specified, shall be sent to the parties hereto at the following addresses:

Transporter: Coastal Connect Services, LLC
2001 Ross Avenue, Suite 2100
Dallas, Texas 75201
Attention: Customer Services

17. BILLING AND PAYMENT

On or before the tenth (10th) day of each calendar Month, Transporter shall render to Customer a statement setting forth the total Quantity of Gas nominated by Customer and confirmed by Transporter pursuant to this Tariff during the immediately preceding Month, the billing rate and the amount due. Billing statements shall be deemed as rendered when such statements are transmitted to Customer by email or other mutually agreed electronic means, in which case the statement shall be deemed rendered on the date the electronic transmission is sent by Transporter.

If it shall be found that at any time or times Customer has been overcharged or under- charged in any form whatsoever and Customer has actually paid the bills containing such overcharge or undercharge, Transporter shall refund the amount of any such overcharge or Customer shall pay the amount of any such undercharge within thirty (30) days after final determination of such amounts. In the event an error is discovered in the amount billed in any statement rendered by Transporter, such error shall be adjusted within thirty (30) days from the date of discovery of such error provided however, that in no event shall any adjustment be made to any statement after twelve (12) Months from the date of such statement.

Customer shall make payment to Transporter for services purchased during the preceding Month and billed pursuant to the provisions of this Tariff on or before the twenty-fifth (25th) day of the month, unless otherwise agreed to the Transportation Service Agreement. Payment shall be made by wire transfer of Federal Funds at such bank account designated by Transporter, except when such day of the Month is a Saturday, Sunday or federal bank holiday, in which case payment is due on the following Business Day. All such payments shall be considered to have been made on the date when Transporter has use of such funds.

If Customer, in good faith, disputes the amount of any such invoice or any part thereof, Customer will pay such amount as it concedes to be correct: provided, however, if Customer disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

If Customer fails to remit the full amount when due, the amount not paid by the due date shall be increased by 1.5 percent (1.5%) of the amount not timely paid each Month.

The following paragraph shall apply if Customer's Transportation Service Agreement does not address Customer's credit support requirements:

Transporter reserves the right to review Customer's credit worthiness at any time. Upon request, but not more than twice in any twelve (12) Month period, Customer must provide current financial credit information. If Customer's current financial or credit status will not support the level of service contracted for, Transporter may request that Customer post the appropriate amount of collateral. Collateral may be in the form of a prepayment, cash deposit, letter of credit, creditworthy parent guarantee or other security acceptable to Transporter.

18. GENERAL TERMS AND CONDITIONS

A. Services provided hereunder are subject to all applicable Federal, State of Florida and local laws and to the orders, rules and regulations of any federal, State or local agencies having jurisdiction thereof.

B. Any charges relating to Imbalances shall not be construed as Transporter's exclusive remedy in the event that Customer fails to fulfill its balancing obligations. In addition, nothing herein shall preclude Transporter from waiving an imbalance rate or charge provided (i) Customer has undertaken reasonable efforts to eliminate the condition resulting in Imbalances, (ii) the frequency and magnitude of the condition resulting in Imbalances does not, in Transporter's judgment, indicate Customer is utilizing Imbalances to obtain an economic advantage related to the cost of Gas or transportation and related services and (iii) the condition resulting in Imbalances does not disadvantage other customers or Transporter.

If Transporter believes that Customer may be creating Imbalances on Transporter's system in order to obtain an economic advantage, it will notify Customer in writing of such belief and Customer will have the opportunity to respond. If, within the sixty (60) day period following such notice, Transporter concludes that Customer has engaged in such imbalance activity, Transporter may terminate Gas transportation service by giving Customer ten (10) days' notice prior to the end of the calendar Month.

C. Transporter has the right to inspect and/or test all measuring equipment at its discretion. Customer may request that a meter be tested no more than once every twelve (12) Months and Customer will have the right to witness any such test. If the meter test is within 2% or better of accurate measurement, then the cost of the test shall be paid by party requesting the test. If the meters are found to be inaccurate by more than 2%, the party owning the meter shall pay for the test. No adjustment based upon meter inaccuracies shall be made for delivery charges or Gas Imbalances unless a meter tests inaccurate by more than 2%. Any such billing correction shall only be to the 2% error level for a period of time no longer than half the period from the date of the last meter testing or six months, whichever is less.

D. No waiver by Transporter or Customer of one or more defaults by the other of the provisions of service hereunder shall be construed as a waiver of any other or further default or defaults, whether of a like or a different character.

E. Except as otherwise set forth in Section 17(E) of these Rules and Regulations, neither Customer nor Transporter shall be liable to the other for failure to perform a material obligation to the extent such failure was caused by Force Majeure. ("Force Majeure") shall mean any cause beyond the control of the party affected, including but not restricted to, acts of God, flood, drought, earthquake, storm, fire, lightning, epidemic, pandemic, war, riot, civil disturbance or disobedience, labor dispute, labor strike, sabotage, acts of public enemy, acts of terrorism, explosions, orders, regulations, restrictions or delays imposed by governmental, military, or lawfully established civilian authorities, breakage, accidents to machinery or lines of pipe, freezing of or damage to receipt or delivery facilities, National Weather Service warnings or advisories, whether official or unofficial, that result in the evacuation of facilities, inability to obtain or unavoidable delay in obtaining material, equipment, Transporter's inability to receive, transport, or redeliver Gas tendered by Customer due to Force Majeure conditions on upstream or downstream pipelines or facilities, which, in any of the foregoing cases, by exercise of due diligence such party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it has been unable to overcome, but does not include any cause arising out of a party's act of negligence or intentional wrongdoing nor mere economic hardship of a Party: The parties shall make best efforts to avoid the adverse impacts of a Force Majeure and to resolve the event of occurrence once it has occurred in order to resume performance.

(i) Any such Force Majeure event affecting performance hereunder by either party shall not relieve such party of any liability in the event of such party's concurring negligence or in the event of its failure to use due diligence to remedy such situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such Force Majeure event affecting such performance relieve either party from meeting all payment obligations hereunder, including Customer's obligations with respect to Demand Charges.

(ii) The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given orally; however, Written Notice with reasonably full particulars of the event or occurrence and the steps that are being taken to resolve such Force Majeure event, if known, is required as soon as reasonably possible, but in no event later than 10 Days thereafter, with written updates being provided on at least a Monthly basis thereafter. Upon providing Written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation to make or accept delivery of Gas as applicable to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligation to the other during such occurrences or event. Transporter may restrict the flow or discontinue the transportation of Gas under this Agreement to maintain the operational integrity of the Transporter Facilities in the case of Force Majeure. Transporter is not responsible for any balancing penalties or the like during a Force Majeure event.

ATTACHMENT B

Firm Transporation Service Agreement

by and between

Coastal Connect Services, LLC, a Texas limited liability company

And

(Redacted)

FIRM TRANSPORTATION SERVICE AGREEMENT

by and between

Coastal Connect Services, LLC, a Texas limited liability company

and

[redacted]

Dated as of June 1, 2026

TABLE OF CONTENTS

<u>Exhibits</u>

FIRM TRANSPORTATION SERVICE AGREEMENT

This Firm Transportation Service Agreement (this "**Agreement**") by and between Coastal Connect Services, LLC, a Texas limited liability company ("**Transporter**") and [redacted] ("**Customer**") is made effective as of June 1, 2026 (the "**Effective Date**"). Transporter and Customer may be referred to collectively as the "**Parties**" and individually as a "**Party**."

DEFINITIONS

The following terms in this Agreement, including terms used in the Recitals, shall be construed to have the following meanings:

"Agency Appointment Form" has the meaning given to such term in Section 2.11.

"Agreement" has the meaning given to such term in the preamble.

"Btu" means the British thermal unit as defined by international standards.

"Central Time" means Central Standard Time or Central Daylight Time, as applicable.

"Credit Support" has the meaning given to such term in Section 5.5.

"Commission" means the Florida Public Service Commission.

"Customer" has the meaning given to such term in the preamble.

"Customer Default" has the meaning given to such term in Section 6.1.

"Daily Demand Charge" means the demand fee on a dollars per Dth per Day basis as set forth in Section 3.1.

"Day" or "Daily" means a period of 24 consecutive hours, beginning at 9:00 a.m. Central Time, and the date of the Day shall be that of its beginning.

"Dekatherm" or **"Dth"** means 1,000,000 Btus. Dekatherm shall be the standard unit for purposes of nominations, scheduling, invoicing, and balancing.

"Delivery Point(s)" means the specific measurement location listed on Exhibit A at which Transporter delivers Gas to Customer and Customer receives from Transporter.

"Delivery Volume" means the Daily volume of Gas scheduled and confirmed at the Receipt Point less Transporter's Fuel.

"Effective Date" has the meaning given to such term in the preamble.

"Firm" means that each Dth the Customer nominates and Transporter confirms at the Receipt Point will be tendered to the Delivery Point minus Transporter's Fuel up to Customer's MDQ without interruption, except under Force Majeure conditions, and Operational Flow Orders or an energy emergency declared by the Commission.

"Force Majeure" has the meaning given to such term in Section 7.3.

"Fuel" means the amount of fuel consumed plus lost and unaccounted for Gas attributable to Customer's volumes under this Agreement.

"Gas" shall have the meaning given to such term in the Tariff.

"Gas Start Date" has the meaning given to such term in Section 1.1.

"Letter of Credit" has the meaning given to such term in Section 5.5.

"MDQ" means the maximum Daily firm Gas quantity which Customer shall be entitled to nominate during any 24-hour period.

"Month" or "Monthly" means a calendar month beginning at 9:00 a.m. Central Time on the first Day of the calendar month and ending at 9:00 a.m. Central Time the first Day of the following calendar month.

"NAESB" means the North American Energy Standards Board.

"Nomination" means the confirmed Quantity of Gas which Customer shall arrange to have delivered to the Receipt Point for redelivery by Transporter to the Delivery Point. The Nomination shall include sufficient Gas to account for Transporter's Fuel.

"OBA" has the meaning given to such term in Section 2.9.

"Operational Flow Order" shall have the meaning given to such term in the Tariff.

"Other Security" has the meaning given to such term in Section 5.5.

"Parent Guarantee" has the meaning given to such term in Section 5.5.

"Party" or "Parties" has the meaning given to such term in the preamble.

"PDA" has the meaning given to such term in Section 2.9.

"Primary Term" has the meaning given to such term in Section 1.1.

"Quantity of Gas" has the meaning given to such term in the Tariff.

"Receipt Point(s)" means the specific measurement location(s) listed on Exhibit A at which Transporter receives Gas from Customer and Customer delivers to Transporter.

"Secondary Term" has the meaning given to such term in Section 1.1.

"**Tariff**" means the Rules and Regulations Governing the Transportation of Gas filed by Transporter with the Commission.

"**Taxes**" means any tax, fee or assessment imposed by any federal or state governmental agency, authority, or political subdivision on Transporter with respect to the service or Gas provided, or revenues received under this Agreement, including, but not limited to, any license tax, excise tax, privilege tax, sales or use tax, first use tax, franchise fee or tax, business and occupation tax, special assessment, or carbon tax or assessment, whether in existence or hereafter placed into effect.

"**Transporter**" has the meaning given to such term in the preamble.

"**Transporter Default**" has the meaning given to such term in Section 6.2.

"**Written Notice**" means a legible communication delivered to the intended recipient of the communication by United States mail or express courier. Written Notice may also be provided by Email, but shall not be effective until such time as (a) the Email is acknowledged by the intended recipient or (b) a copy of such Email is sent to the intended recipient by US mail, express courier, or facsimile.

ARTICLE I
TERM AND TERMINATION

1.1 **Term**. Subject to the termination provisions contained in Section 1.2, the "**Primary Term**" of this Agreement, including but not limited to Customer's payment obligations under Article III, shall be for a term of [redacted] years and commence on the date Gas is first delivered to the Delivery Point by Transporter (the "**Gas Start Date**"). Subject to the termination provisions of Section 1.2, the Secondary Term of this Agreement shall be for a term of [redacted] year and commence immediately upon expiration of the Primary Term and continue year to year thereafter, each such year a "**Secondary Term**," unless a Party provides the other Party Written Notice not less than 180 Days prior to expiration of the Primary Term, or the then current Secondary Term, that the Party does not want this Agreement to renew, in which event this Agreement will terminate at the end of the applicable term.

1.2 **Termination**. This Agreement may be terminated at any time: (i) by the written agreement of the Parties; (ii) by Transporter upon the occurrence of a Customer Default, subject to any applicable notice and cure periods set forth in Section 6.3; (iii) by Customer upon the occurrence of a Transporter Default, subject to any applicable notice and cure periods set forth in Section 6.4; or (iv) by either Party at the end of the Primary Term, or Secondary Term, as applicable, by providing Written Notice to the other Party not less than 180 Days prior to expiration of the Primary Term, or Secondary Term, as applicable, of its intention to terminate. Upon the expiration or termination of this Agreement for any reason, each Party shall be responsible for the timely payment of all outstanding charges and amounts due to the other Party under the terms of this Agreement. Sections 1.2 (Termination), 2.7 (Customer Incurred Penalties and Charges), 2.10 (Customer Warranty), 5.4 (Overcharges, Undercharges, and Billing Errors), 5.5 (Credit Support), 6.3 (Transporter Remedy for Customer Default), 6.4 (Customer Remedy for Transporter Default), 6.5 (Limitation of Liability), 7.1 (Confidentiality), 7.5 (Governing Law and Venue), 7.6 (Assignments), 7.7 (Independence), 7.8 (Construction), and 7.12 (No Drafting Bias) of this Agreement shall survive the termination of this Agreement.

ARTICLE II
RECEIPT, DELIVERY, AND TRANSPORTATION OF GAS

2.1 **Receipt and Delivery of Gas**. Transporter will receive Gas up to the MDQ at the Receipt Point(s) as nominated and tendered by Customer under the terms of this Agreement, transport and deliver an equivalent quantity of Gas, in MMBtu, to Customer at the Delivery Point(s), less Transporter's Fuel. Transporter's obligations to receive, transport, and deliver Gas to the Delivery Point(s) are subject to: (i) an event of Force Majeure; (ii) Customer's failure or refusal to deliver Gas to or receive Gas from Transporter; and (iii) any laws, rules, orders, or requirements of any governmental or regulatory authorities that limit, prevent, or interfere with Transporter's performance. Customer acknowledges that the quantity of Gas physically received or delivered by Transporter may be different than the Nomination and, for those Receipt Point(s) and Delivery Point(s), the Nomination is deemed to have been received or delivered for the account of Customer, subject to the remaining terms and conditions of this Agreement. To the extent actual delivered volumes at the Receipt Point(s) do not match the Delivery Volume, Transporter shall have the right to adjust the Delivery Volume to match that of the tendered quantity less Transporter's Fuel. Transporter shall then redeliver, on a Firm basis, such tendered quantities, less Transporter's Fuel, to Customer, or on behalf of Customer, at the Delivery Point(s).

2.2 **MDQ**. Customer's MDQ shall be set forth in Exhibit A of this Agreement.

2.3 **Transportation of Gas**. Transporter will have custody of and responsibility for the transportation of Gas nominated by Customer from the Receipt Point(s) to the Delivery Point(s). Customer shall assume liability for all Gas upstream of the Receipt Point(s), and at and after the Delivery Point(s). Customer shall have title to Gas at the Receipt Point(s), and Transporter shall never have title to Gas. Customer shall hold Transporter harmless for any and all loss, cost, liability, damage, and/or expense resulting from its failure to have title to the Gas transported hereunder. All transportation by Transporter for Customer shall be governed by this Agreement and Transporter's then current Tariff, and this Agreement shall control with respect to all matters addressed herein and in the event of a conflict with Transporter's then current Tariff.

2.4 **Nomination and Scheduling**. Nomination and scheduling under this Agreement shall be done pursuant to, and in accordance with the provisions of this Section 2.4 and the Tariff. For each Day on which Customer desires transportation service under this Agreement, Customer shall submit to Transporter the Daily quantity of Gas, expressed in Dths, that it has available for transportation at each Receipt Point and the quantity of Gas Customer desires to have delivered at each Delivery Point. Customer's Receipt Point nominations, minus Fuel, must equal its Delivery Point nominations on each Day. Customer nomination must include the information required by the NAESB Standards.

2.5 **Imbalances and Balancing Responsibility**. Imbalances and balancing responsibility under this Agreement shall be done pursuant to, and in accordance with the provisions of this Section 2.5 and the Tariff. Transporter shall maintain an imbalance account for Customer which reflects, for any given Month the following information for this Agreement: total volumes received, total volumes delivered, and total volumes retained, previous imbalance positions and new imbalance positions, and any other information deemed necessary and appropriate by Transporter.

2.6 **Priority of Service**. [redacted]

[redacted]

2.7 **Customer Incurred Penalties and Charges**. Any imbalance charges or penalties or costs of any kind incurred by Transporter as a result of Customer's over or under delivery of Gas into Transporter's system, either on a Daily or Monthly basis, will be reimbursed by Customer within 10 Days of receipt of a Written Notice thereof, and all penalties or charges assessed by interconnecting pipelines or Customer's Gas suppliers, including upstream suppliers and transporters, shall be paid by Customer in addition to the applicable transportation charges. Any failure by Customer to make payment under this Section is subject to the penalties and remedies outlined in Sections 5.3 and 6.3 of this Agreement.

2.8 **Operational Flow Orders**. Operational Flow Orders under this Agreement shall be done pursuant to, and in accordance with the provisions of this Section 2.8 and the Tariff. During an Operational Flow Order, the Customer may only tender and receive those volumes which Transporter believes the Customer can actually both tender to the Receipt Point(s) and receive at the Delivery Point(s) on a Daily basis.

2.9 **Pre-Determined Allocations**. Pre-determined allocations ("**PDA**") are used to manage the variance between actual quantities and scheduled quantities of Gas. An Operational Balancing Agreement ("**OBA**") is a form of PDA and, Transporter expects that OBA's will be in place at each point of interconnection with Receipt Point(s). If an OBA has been suspended or is not in effect at a point of interconnection, Transporter and the confirming party at a point of interconnection will mutually agree to allocate quantities each Day using pro-rata value methodologies. Transporter will not be required to agree to any such allocation methodologies if they are operationally or administratively infeasible.

2.10 **Customer Warranty**. Customer warrants that all Gas delivered to Transporter will be free and clear of all claims, liens, and other encumbrances, and further covenants and agrees to indemnify and hold harmless Transporter from all claims, demands, obligations, suits, actions, debts, accounts, damages, costs, losses, liens, judgments, orders, attorney's fees, expenses and liabilities of any kind or nature arising from or attributable to the adverse claims of any and all other persons or parties relating to such Gas tendered at the Receipt Point(s).

2.11 **Agency Appointment**. Customer may appoint an agent to perform certain functions on behalf of Customer including but not limited to giving and receiving all notices and statements, receiving payments for all amounts due under the transportation arrangements, giving and receiving Nominations and scheduling quantities to be received and delivered, and administering imbalances as requested by Transporter. To effectuate such agency relationship, Customer and its agent shall execute and deliver to Transporter an agency appointment form ("**Agency Appointment Form**"). Such Agency Appointment Form shall be provided by Transporter to Customer upon request.

ARTICLE III
QUANTITY AND PRICE

3.1 **Payment of Demand Charge**. Customer shall pay Transporter a demand charge of [redacted]

3.2 **Overrun Commodity Charge**. If Customer requests to overrun their MDQ by a certain volume, Transporter shall determine whether such overrun is acceptable and shall provide Customer a rate that would be applied to each Dth above Customer's MDQ ("**Overrun Commodity Charge**"). If such Overrun Commodity Charge is acceptable to Customer, Customer shall pay Transporter the Overrun Commodity Charge. If Customer fails to request an overrun of their MDQ, but nonetheless overruns their MDQ, Customer shall pay Transporter [redacted] Overrun service is interruptible and Transporter has no liability whatsoever in damages or otherwise for any interruption or cessation of any overrun service.

3.3 **Cashout Procedures**. In the event of a Monthly Imbalance, where the imbalance requires a cash out, the Imbalance shall be done pursuant to, and in accordance with the provisions of the Tariff.

3.4 **Other Charges and Indemnification**. Transporter shall not be liable for and Customer shall indemnify Transporter from and against any Gas gathering, occupation, production, business and occupation, severance, royalties and Taxes which are hereafter imposed or assessed (or increases to those currently in existence) by any lawful authority on the Gas transported and delivered pursuant to this Agreement or in the production or gathering thereof. Additionally, Transporter reserves the right to invoice Customer, and Customer shall pay Transporter in addition to other amounts due hereunder, any transportation, balancing, penalty or other charges assessed on Transporter by pipelines upstream of the Receipt Point(s).

3.5 **Rate for Secondary Term**. Rates for the Secondary Term shall be the same rates as prescribed for in the Primary Term set forth in Section 3.1.

ARTICLE IV
MEASUREMENT AND QUALITY OF GAS

4.1 **Measurement of Gas.** The measurement of the Gas received, transported and delivered under this Agreement shall be in Dth and determined by a meter(s) installed at the Receipt Point(s) and delivered hereunder at the Delivery Point(s) during any given hour of any Day is 1/24 of the Customer's Nomination in accordance with Transporter specifications. Billings for all receipts and deliveries hereunder shall be made on a thermal basis in Dth. Customer or its agent, may read the meter(s) on a Monthly basis; however, during Months when the meter(s) are not read, for whatever reason, actual receipts at the Receipt Point(s) or deliveries at the Delivery Point(s) for billing purposes will be estimated by Transporter based on historical meter reading levels at the Receipt Point(s) or Delivery Point(s), or if no complete readings are available for the meter(s) on factors such as Customer's actual receipt or delivery history, number of Days in the billing cycle, and the effects, if any, of abnormal weather conditions. Customer shall not interfere with or attempt to adjust in any manner the meter or regulators. Measurement of the Gas received or delivered and billed to Customer shall take place at the Receipt Point(s) and Delivery Point(s). Both Parties shall have access to the measurement data, and Customer will be responsible for any costs incurred to allow Customer initial and ongoing access to that data.

4.2 **Monitoring Equipment and Meters**. Transporter, at its sole cost and expense, will inspect, maintain, and test the meters and their associated instrumentation in accordance with good industry practices. Transporter reserves the right to inspect and/or test all measuring equipment at its discretion. Customer may request that a meter be tested no more than once every 12 Months and Customer will have the right to witness any such test. No adjustment based upon meter inaccuracies shall be made for delivery charges or Gas imbalances unless a meter tests inaccurate by more than 2%. Any such billing correction shall only be to the 2% error level for a period of time no longer than half the period from the date of the last meter test.

4.3 **Gas Quality**. All Gas delivered under this Agreement shall conform to the Gas quality specifications set forth in the Tariff. Except and to the extent Transporter knowingly accepts Gas from Customer that does not conform to the Gas quality specifications set forth in the Tariff, Customer shall be liable for and shall defend, indemnify, and hold Transporter harmless from and against any and all claims, actions, suits, losses, demands, costs, and expenses (including attorneys' fees and costs of repairing, inspecting, cleaning, and decontaminating the facilities of Transporter or third parties) of every kind, nature, or description resulting from any Gas that Customer has delivered into Transporter's facilities that fails to meet the Gas quality specifications of this Agreement.

ARTICLE V
BILLING AND PAYMENT

5.1 **Monthly Statements**. On or about the 10th Day of each Month during the Primary Term and any Secondary Term, Transporter will render to Customer a statement setting forth all charges due and owed under this Agreement for the immediately preceding Month.

5.2 **Disputes**. If Customer, in good faith, disputes the amount of any invoice, or any part thereof, issued pursuant to this Agreement, Customer will pay such amount as it concedes to be correct; provided, however, if Customer disputes the amount due, it must provide reasonable supporting documentation to support the amount paid or disputed. In the event the Parties are unable to resolve such dispute, either Party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section 5.2.

5.3 **Time for Payment**. Customer agrees to pay Transporter the amount payable according to such statement on or before the later of (i) the 25th Day of the Month or (ii) 30 Days of receipt of the invoice. Failure to tender payment within the above specified time limit shall result in a Monthly interest charge of 1.5% per Month on the unpaid balance. Transporter shall have the right at its sole discretion, and upon no less than 5 Days' prior Written Notice, to suspend Gas transportation to the Delivery Point(s) in addition to any other remedy provided for under this Agreement if Customer's payment is delinquent by more than 15 Days after the date such payment is due.

5.4 **Overcharges, Undercharges, and Billing Errors**. If it shall be found that at any time or times Customer has been overcharged or under charged in any form whatsoever under this Article V and Customer has actually paid the bills containing such overcharge or undercharge, Transporter shall refund the amount of any such overcharge or the Customer shall pay the amount of any such undercharge within 10 Days after final determination of such amounts. In the event an error is discovered in the amount billed in any statement rendered by Transporter, such error shall be adjusted within 30 Days from the date of discovery of such error; provided, however, that in no event shall any adjustment be made to any statement after 12 Months from the date of such statement.

5.5 **Credit Support**. If requested by Transporter, Customer shall, deliver within 10 Days of Transporter's request, and thereafter maintain credit support in form and amount satisfactory to Transporter which may include one or more of the following: (i) a standby letter of credit from a financial institution (the "**Letter of Credit**"), with both the form of the Letter of Credit drawn upon a U.S. bank or a foreign bank with a branch office located in the United States, in each case having assets of at least US$10 billion and with a credit rating of A or better from Standard and Poor's or A2 or better from Moody's Investor Services, (ii) a prepayment, (iii) a deposit, (iv) a parent guarantee irrevocably and unconditionally guaranteeing the payment and performance of any and all of Customer's obligations from a guaranteeing party that has a long term senior unsecured debt rating of Baa3 or better from Moody's Investor Services and BBB- or better from Standard and Poor's or being otherwise acceptable to Transporter in Transporter's sole discretion ("**Parent Guarantee**"), or (v) any other security acceptable to Transporter in Transporter's sole discretion ("**Other Security**") (the Other Security together with the Letter of Credit, prepayment, deposit, and Parent Guarantee, shall be the "**Credit Support**"). The amount of Credit Support shall be determined by Transporter but shall not exceed the Daily Demand Charge multiplied by the number of Days through the end of the Primary Term, the Secondary Term, and any extensions thereof, as applicable.

ARTICLE VI
DEFAULT AND REMEDIES

6.1 **Customer Default**. Any of the following shall constitute a **"Customer Default"** upon its occurrence: (i) Customer files a petition in bankruptcy, applies for or consents to the appointment of a receiver or trustee of itself, or its property, makes an assignment for the benefit of creditors (except as permitted pursuant to Section 7.6 hereof), becomes insolvent or unable to pay its debts as they mature, or suffers or permits the entry of an order adjudicating it to be bankrupt or insolvent; (ii) Customer fails to pay when due any payment and such payment is delinquent by more than 15 Days; or (iii) with the exception of any Customer Default set forth in clauses (i) or (ii) above, the event of a material breach by Customer of any provision under this Agreement, which breach has not been cured within the time fixed by this Agreement or, if no time is fixed, within 30 Days after Written Notice thereof; provided, that such 30 Day period may be extended to a maximum cure period of one 180 Days if Customer is diligently pursuing a cure and cure cannot be achieved within such 30 Day period.

6.2 **Transporter Default**. Any of the following shall constitute a **"Transporter Default"** upon its occurrence: (i) Transporter files a petition in bankruptcy, applies for or consents to the appointment of a receiver or trustee of itself, or its property, or suffers or permits the entry of an order adjudicating it to be bankrupt or insolvent; or (ii) with the exception of any Transporter Default set forth in clause (i) above, the event of a material breach by Transporter of any provision under this Agreement, which breach has not been cured within the time fixed by this Agreement or, if no time is fixed, within 30 Days after Written Notice thereof; provided, that such 30 Day period may be extended to a maximum cure period of 180

Days if Transporter is diligently pursuing a cure and cure cannot be achieved within such 30 Day period.

6.3 **Transporter Remedy for Customer Default**. Upon the occurrence of a Customer Default, Transporter shall, after providing Customer with Written Notice and time to cure such Customer Default within 30 Days after receipt of Written Notice from Transporter, at its sole discretion, be entitled to terminate this Agreement pursuant to Section 1.2; provided, however, this period shall be extended for a reasonable additional time, provided Customer commences to cure the Customer Default within the 30 Day period and proceeds diligently thereafter to effect and does effect such cure. Upon a termination pursuant to this section, Transporter shall be entitled any and all of the following remedies: (i) Transporter may stop transporting all Gas for Customer including but not limited to nominated Gas; (ii) proceed against Customer to recover damages (including applicable treble damages) resulting from Customer's breach of this Agreement; (iii) proceed against the Customer, in the applicable venue subject to the applicable laws, for enforcement or specific performance of this Agreement; (iv) offset amounts due to the Customer under this Agreement; and/or (v) proceed to exercise any other right or remedy that may be available under the Agreement or under applicable law or equity.

6.4 **Customer Remedy for Transporter Default**. Upon the occurrence of a Transporter Default, Customer shall, after providing Transporter with Written Notice and time to cure such Transporter Default within 30 Days after receipt of Written Notice from Customer, at its sole discretion, be entitled to terminate this Agreement pursuant to Section 1.2; provided, however, this period shall be extended for a reasonable additional time, provided Transporter commences to cure the Transporter Default within the 30 Day period and proceeds diligently thereafter to effect and does effect such cure, and Customer shall also, at Customer's sole option, have the right to enforce all rights and remedies as may be available to Customer against Transporter under applicable law, including the remedy of specific performance subject to any available defenses available to Transporter.

6.5 **Limitation of Liability**. NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST PROFITS HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

ARTICLE VII
MISCELLANEOUS TERMS

7.1 **Confidentiality**. Each Party shall not, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the financial terms and conditions in this Agreement, including but not limited to transportation rates and guarantee amounts, except, in each case: (a) as agreed upon by Customer and Transporter or already made public; (b) as and to the extent required to support any application before the Commission provided such material is filed under seal; (c) by law, regulation, or order of any governmental agency having jurisdiction; (d) for communications with its advisors; and (e) to lenders, investors or other persons directly or indirectly providing (or proposing to provide) financing to or investments in Transporter's facilities or the Parties, and their respective legal and financial advisors, provided, that such lenders, investors or other persons and their respective legal and financial advisors have agreed to, or are subject to, customary confidentiality obligations with respect to such information.

7.2 **Notices**. Unless otherwise specified in this Agreement, any notice, request, demand, statement, or other correspondence shall be given by Written Notice to the Parties hereto, as set forth below:

Transporter: [redacted]

Customer: [redacted]

7.3 **Force Majeure**. Except as otherwise set forth in the Tariff and this Section 7.3, neither Party shall be liable to the other for failure to perform a material obligation to the extent such failure was caused by Force Majeure. Force Majeure shall mean any cause beyond the control of the Party affected, including but not restricted to, acts of God, flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, sabotage, acts of public enemy, acts of terrorism, explosions, orders, regulations, restrictions or delays imposed by governmental, military, or lawfully established civilian authorities, breakage, accidents to machinery or lines of pipe, freezing of or damage to wells or receipt or delivery facilities, National Weather Service warnings or advisories, whether official or unofficial, that result in the evacuation of facilities, well blowouts, inability to obtain or unavoidable delay in obtaining material, equipment, Transporter's inability to receive, transport, or redeliver Gas tendered by Customer due to Force Majeure conditions on upstream or downstream pipelines or facilities, which, in any of the foregoing cases, by exercise of due diligence such Party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it has been unable to overcome, but does not include any cause arising out of a Party's act of negligence or intentional wrongdoing nor mere economic hardship of a Party: The Parties shall make best efforts to avoid the adverse impacts of a Force Majeure and to resolve the event of occurrence once it has occurred in order to resume performance.

(i) Any such Force Majeure event affecting performance hereunder by either Party shall not relieve such Party of any liability in the event of such Party's concurring negligence or in the event of its failure to use due diligence to remedy such situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such Force Majeure event affecting such performance relieve either Party from meeting all payment obligations hereunder, including Customer's obligations with respect to Demand Charges.

(ii) The Party whose performance is prevented by Force Majeure must provide notice to the other Party. Initial notice may be given orally; however, Written Notice with reasonably full particulars of the event or occurrence and the steps that are being taken to resolve such Force Majeure event, if known, is required as soon as reasonably possible, but in no event later than 10 Days thereafter, with written updates being provided on at least a Monthly basis thereafter. Upon providing Written Notice of Force Majeure to the other Party, the affected Party will be relieved of its obligation to make or accept delivery of Gas as applicable to the extent and for the duration of Force Majeure, and neither Party shall be deemed to have failed in such obligation to the other during such occurrences or event. Transporter may restrict the flow or discontinue the transportation of Gas under this Agreement to maintain the operational integrity of the Transporter Facilities in the case of Force Majeure. Transporter is not responsible for any balancing penalties or the like during a Force Majeure event.

7.4 **Emergency Events**. Transporter shall not be liable for any loss or damage suffered by Customer as a result of an energy emergency declared by the Governor of Florida or any other lawful official or body in Florida, and it is understood that Transporter shall and will follow the dictates of any energy emergency rule, or order.

7.5 **Governing Law and Venue**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice of law principles. Any litigation or other proceeding arising out of or relating to this Agreement must be brought in Texas before a court or administrative body having jurisdiction over the litigation or proceeding.

7.6 **Assignments**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Neither this Agreement nor any of the rights, benefits or obligations hereunder shall be assigned, by operation of law or otherwise, by any Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, that (a) either Party shall have the right, without the prior written consent of the other Party to assign, mortgage, or pledge all or any of its rights, interest and benefits under this Agreement to secure payment of any indebtedness incurred or to be incurred in connection with the financing of the Transporter's facilities, and (b) Transporter shall, without the prior written consent of Customer, have the right to assign this Agreement to a purchaser of all or part of Transporter's facilities. Each Party agrees to provide the other Party's lenders such assurances as they may require in connection with the assignment contemplated herein, including executing customary documentation requested by such lenders related thereto, so long as such assurances do not decrease such Party's rights or increase its obligations under this Agreement in any material manner. In addition, each Party shall cooperate with the other Party to obtain such Party's financing by supplying such other Party's lenders information concerning the first Party reasonably requested by the other Party's lenders. Except as expressly provided herein, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.

7.7 **Independence**. Nothing herein is intended to create a partnership, joint venture, agency or other relationship creating fiduciary or quasi fiduciary duties or similar duties or obligations, or otherwise to subject the Parties to joint and several or vicarious liability, or to impose any duty, obligation, or liability on a Party that would arise from joint and several or vicarious liability.

7.8 **Construction**. In the event that any statute or rule of law is held applicable to any provision(s) contained in this Agreement which renders void, voidable or unenforceable any such provision(s) by reason of such provision(s) being contained herein, then, and only in such event, such provision(s) will be read, construed and enforced as to the Parties as if such provision(s), which is held to violate the statute or rule of law, was excluded from this Agreement, but only to the extent or degree by which such provision(s) is so held, and this Agreement will otherwise remain in force and effect and binding upon the Parties. The Parties shall thereafter use their best efforts to modify or reform this Agreement so as to effect the original intent of the Parties as closely as possible with regard to the provisions that were held to be invalid or unenforceable.

7.9 **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. Transporter and Customer shall comply at all times with all applicable federal, state, municipal, and other laws, ordinances and regulations. Transporter and/or Customer 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. As used herein, "Governmental Authority" shall mean any United States federal, state, local, municipal or other government; any governmental, regulatory or administrative agency, court, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and any court or governmental tribunal.

7.10 **Entire Agreement**. This Agreement and all attached exhibit(s) constitute the entire agreement between Transporter and Customer regarding the subject matter hereof. Any promise, agreement or representation regarding the subject matter hereof not set forth in this Agreement or an attached exhibit will be of no force or effect. No modification or amendment hereof will be binding unless in writing and signed by a duly authorized representative of each Party.

7.11 **Waiver**. No waiver by either Party of any right, or waiver of any default of the other in the performance of any of the provisions of this Agreement, will operate or be construed as a waiver of any future right or default, whether of a like or of a different nature.

7.12 **Duly Authorized Representative**. The individual executing this Agreement on behalf of each Party does hereby represent and warrant that he or she is duly authorized and empowered to execute same on behalf of his or her Party, and to fully bind that Party to all of the terms hereof.

7.13 **No Drafting Bias**. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be enforced and construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party or its construction or interpretation of this Agreement by virtue of the authorship of any of terms or provisions of this Agreement.

7.14 **Exhibits**. Exhibit A attached to this Agreement are incorporated herein as fully as if stated within the body of this Agreement.

7.15 **No Third Party Beneficiaries**. This Agreement will not be construed to create any third party beneficiary relationship in favor of anyone not a party to this Agreement. In addition, the Parties waive and disclaim any third party beneficiary status as to any of the contracts of the other Party.

7.16 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any counterpart may be executed by pdf signature and pdf signature shall be deemed an original.

7.17 **Headings**. The use of Article and Section headings and a table of contents, and the organization of the various provisions of this Agreement thereunder, are for convenience of reference only and in no way define, limit or describe the scope or intent of any provision hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

Coastal Connect Services, LLC	[redacted]
______________________________	______________________________
NAME	NAME
TITLE	TITLE

Exhibit A

MDQ, Receipt Point(s), and Delivery Point(s)

MDQ. [redacted]

Receipt Point(s) and Delivery Point(s). The Receipt Point(s) and Delivery Point(s) shall be as follows:

Segment	**Receipt Point(s)**	**Receipt Point(s) MDQ (Dth)**	**Delivery Point(s)**	**Delivery Point(s) MDQ (Dth)***
Segment 1	[redacted]			

[Remainder of Page Intentionally Left Blank]

Coastal Connect Services, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by Electronic Mail to the following this 8th day of June, 2026:

Adria Harper, General Counsel Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399 aharper@psc.state.fl.us	Office of Public Counsel Walt Trierweiler c/o The Florida Legislature 111 West Madison Street, Room 812 Tallahassee, FL 32399-1400 Trierweiler.walt@leg.state.fl.us

Timothy Riley
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
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