

FOR INTERNAL USE ONLY
Contract No. 123662
Amendment No. 2
BA Id. 15719
DUNS No. 076040070

SERVICE AGREEMENT
Firm Transportation Service - Market Area
Rate Schedule FTS-1
(Historic Rate Schedule FTS-2 Service Agreement)
Contract No. 123662

THIS AGREEMENT entered into this _____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and City of Lake Worth Beach (herein called "Shipper"),

WITNESSETH

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

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

ARTICLE II
Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-1), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III
No Notice Transportation Service

Article III – Not Applicable

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

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

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

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1, (b) Rate Schedule FTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such

adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 This Agreement shall become effective 03/01/2026 and shall continue in effect through 02/29/2036. In accordance with the provisions of Section 20 of the General Terms and Conditions of the Transporter's Gas Tariff, Shipper has selected Right of First Refusal (ROFR).

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

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.

ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities

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

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

ARTICLE VIII
Notices

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

Shipper: City of Lake Worth Beach
1900 2nd Avenue North
Lake Worth Beach FL 33466
Attention: Brian King
Telephone No. (561) 533-7314

ARTICLE IX
Construction of Facilities

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

ARTICLE X
Regulatory Authorizations and Approvals

Article X – Not Applicable

Article XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions under Historic Rate Schedule FTS-2 Service Agreement

12.1 – Not Applicable

12.2 For a Shipper in the business of generating and distributing electricity and who sign a Service Agreement with a term of twenty (20) years or more, in the event of the enactment of any statute or the issuance of any order, rule, or regulation by a state or federal governmental authority that changes the electric market structure in the State of Florida, Shipper shall have the right, upon three (3) years prior written notice to

Transporter, to terminate that portion of the firm quantity provided for in Shipper's Service Agreement utilized for electric generation at any time after the tenth anniversary of the commencement of the primary term of the Shipper's Service Agreement.

12.3 Notwithstanding any other provision in this Agreement, after commencement of service under this Agreement, in the event that: (1) Shipper is capable of using gas; and (2) Transporter is unable to deliver Shipper's designated volumes at the specified Delivery Point(s) and at the pressures provided for in this Agreement for a period of two consecutive days ("Service Cessation"), Shipper shall have the right to reduce the MDTQ by the volumes not delivered, without costs or penalty, by providing written notice to Transporter within forty-five (45) days of such occurrence; provided, however, that if a Service Cessation occurs more than five (5) times in any calendar year, Shipper shall have the right to terminate this Agreement by providing written notice to Transporter within forty-five (45) days of such occurrence; provided further, however, that if Transporter's failure to deliver is due to events of Transporter's *force majeure* as defined in Transporter's FERC Gas Tariff, Shipper shall have the right to terminate or to reduce the MDTQ only in the event such *force majeure* continues for more than one hundred eighty-five (185) consecutive days of any three hundred sixty-five (365) day period.

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

12.5 – Not Applicable

12.6 – Not Applicable

ARTICLE XIII Miscellaneous

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

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

13.3 This Agreement contains Exhibits A, B, C (if applicable) which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIV
Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between Transporter and Shipper: Contract No. 123662 dated 05/01/2019.

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

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

City of Lake Worth Beach

By _____

By _____

Name Beth Hickey

Name _____

Title EVP - US Gas Pipelines

Title _____

Date _____

Date _____

**EXHIBIT A
TO
Rate Schedule FTS-1
(Historic Rate Schedule FTS-2 Service Agreement)**

**BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
City of Lake Worth Beach**

**DATED
05/01/2019
Contract No. 123662
Amendment No. 2
Effective Date of this Exhibit A: 03/01/2026**

Date Range: 3/1/2026 to 2/29/2036

<u>Point(s) of Receipt</u>		<u>Maximum Daily Quantity (MMBtu)</u>											
<u>Point Description</u>	<u>Point</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Zone 1													
Sabine Pass Plant	282	0	0	0	0	0	0	0	0	0	108	0	0
HPL Magnet Withers	8576	0	0	0	0	775	775	775	775	775	441	0	0
NGPL Jefferson	10240	0	0	0	0	206	206	206	206	206	0	0	0
Tejas Calhoun Co ITE	71444	0	0	0	0	483	483	483	483	483	0	0	0
Tres Palacios Storage (Rec)	78475	0	0	0	0	0	0	0	0	0	101	0	0
Pledger-Enterprise	100022	0	0	0	0	0	0	0	0	0	121	0	0
Zone 1 Total:		0	0	0	0	1,464	1,464	1,464	1,464	1,464	771	0	0
Zone 2													
GSPL St Landry	10102	0	0	0	0	2,000	2,000	2,000	2,000	2,000	0	0	0
NGPL Vermilion	57391	0	0	0	0	647	647	647	647	647	0	0	0
Zone 2 Total:		0	0	0	0	2,647	2,647	2,647	2,647	2,647	0	0	0
Zone 3													
TRANSCO Citronelle FGT Capacity	62132	0	0	0	0	2,316	2,316	2,316	2,316	2,316	771	0	0
SNG High Point-TOCA	100016	0	0	0	0	557	557	557	557	557	0	0	0

SNG Koch-Shadyside	930300	0	0	0	0	558	558	558	558	558	0	0	0
Zone 3 Total:		0	0	0	0	3,431	3,431	3,431	3,431	3,431	771	0	0
Total MDTQ:		0	0	0	0	7,542	7,542	7,542	7,542	7,542	1,542	0	0

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

**EXHIBIT B
TO
Rate Schedule FTS-1
(Historic Rate Schedule FTS-2 Service Agreement)**

**BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND**

**DATED
05/01/2019
Contract No. 123662
Amendment No. 2
Effective Date of this Exhibit B: 03/01/2026**

Date Range: 3/1/2026 to 2/29/2036

<u>Point(s) of Delivery</u>		<u>Maximum Daily Quantity (MMBtu)</u>											
<u>Point Description</u>	<u>Point</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
W Lake Worth CTG-FGU	78280	0	0	0	0	7,542	7,542	7,542	7,542	7,542	1,542	0	0
Total MDTQ:		0	0	0	0	7,542	7,542	7,542	7,542	7,542	1,542	0	0

(Quantities are exclusive of Fuel Reimbursement.)

EXHIBIT C
TO
Rate Schedule FTS-1
(Historic Rate Schedule FTS-2 Service Agreement)
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
City of Lake Worth Beach
DATED
05/01/2019
Contract No. 123662
Amendment No. 2
Effective Date of this Exhibit C: 03/01/2026

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

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

_____ Realignment of Points

 X Contract Extension

The parties hereby agree to a 10 year ROFR contract extension, amending the agreement termination date from 02/28/2026 to 02/29/2036.

_____ Contract Quantity

_____ Administrative Contract Consolidation

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

SHIPPER
City of Lake Worth Beach

By: _____
Beth Hickey

By: _____

Title: EVP – US Gas Pipelines

Title: _____

Date: _____

Date: _____