Gunster

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June 11, 2026

VIA HAND-DELIVERY

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

REDACTED

Re: Docket No. 20260000- Petition of Coastal Connect Services, LLC for Approval of Natural Gas Pipeline Transmission Company Tariff

Dear Mr. Teitzman:

Pursuant to Rule 25-22.006, F.A.C., attached, please find the original and six (6) copies of Coastal Connect Services, LLC's Request for Confidential Classification. Also attached are one highlighted copy and two redacted copies of Attachment B (Transportation Service Agreement) of Coastal Connect Services, LLC's ("CCS") Petition for Approval of Natural Gas Pipeline Transmission Company Tariff, filed June 8, 2026.

Under Rule 25-22.006, F.A.C., and Section 368.108(1), Florida Statutes, CCS respectfully requests that the highlighted portions of Attachment B be classified as proprietary confidential business information and treated as confidential and exempt from Section 119.07(1), Florida Statutes. The redacted information consists of non-public, customer-specific contractual data, including negotiated commercial, operational, capacity, pricing, credit-support, and related terms of the Transportation Service Agreement, which are owned or controlled by CCS and/or its customer, are intended to be and are treated as private, and are subject to the confidentiality provisions of the Agreement.

Disclosure of this information would impair CCS's and its customer's ability to negotiate for goods, services, financing, and transportation arrangements on favorable terms and would impair the competitive business interests of the provider of the information; accordingly, the information falls within Sections 368.108(3), Florida Statutes. CCS further states that the information for which confidential classification is sought has not been publicly disclosed except as permitted by law, Commission rule, Commission order, or private agreement preserving confidentiality.

Please let me know if you have any questions. Thank you.

Very truly yours,

Timothy M. Riley

COM
AFD
APA
ECO 5 & 2 redacted Exh "B"s
ENG
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Coastal Connect Services, LLC for Approval of Natural Gas Pipeline Transmission Company Tariff.	Docket No. 20260000 Filed: June 11, 2026

COASTAL CONNECT SERVICES, LLC'S REQUEST FOR
<u>CONFIDENTIAL CLASSIFICATION</u>

Coastal Connect Services, LLC ("CCS" or the "Company"), by and through undersigned counsel and pursuant to Rule 25-22.006, Fla. Admin. Code, and Section 368.108, Florida Statutes, respectfully requests that the Florida Public Service Commission (the "Commission") classify as proprietary confidential business information and protect from public disclosure the highlighted portions of Attachment B (Transportation Service Agreement) to CCS's Petition for Approval of Natural Gas Pipeline Transmission Company Tariff. In support of this request, CCS states:

1. On June 8, 2026, CCS filed its Petition for Approval of Natural Gas Pipeline Transmission Company Tariff (the "Petition") with the Commission. Attachment B to the Petition is a Firm Transportation Service Agreement dated June 1, 2026 (the "Agreement").

2. Pursuant to Rule 25-22.006(4)(a), Fla. Admin. Code, CCS has filed two redacted copies of the Agreement with the confidential information blocked out for public inspection, and one highlighted copy identifying the specific information for which confidential classification is sought.

3. Section 368.108(1), Florida Statutes, provides that, upon request of a natural gas transmission company, records received by the Commission that are shown and found to be proprietary confidential business information shall be kept confidential and shall be exempt from Section 119.07(1), Florida Statutes.

4. Section 368.108(3), Florida Statutes, defines "proprietary confidential business information" as:

> [I]nformation, regardless of form or characteristics, which is owned or controlled by the person or company, is intended to be and is treated by the person or company as private in that the disclosure of the information would cause harm to the ratepayers or the person's or company's business operations, and has not been disclosed unless disclosed pursuant to a statutory provision, an order of a court or administrative body, or private agreement that provides that the information will not be released to the public.
>
> Proprietary confidential business information includes, but is not limited to:
>
> (d) Information concerning bids or other contractual data, the disclosure of which would impair the efforts of the natural gas transmission company or its affiliates to contract for goods or services on favorable terms.
>
> (e) Information relating to competitive interests, the disclosure of which would impair the competitive business of the provider of the information.

5. The highlighted portions of the Agreement for which CCS seeks confidential classification consist of negotiated commercial, operational, capacity, pricing, credit-support, and related terms that are owned or controlled by CCS and/or its customer. This information includes, among other things, customer identity and corporate information, the negotiated primary term and renewal structure, anchor shipper status and priority-of-service terms, demand charges, fuel retention terms, overrun commodity charge provisions, maximum daily quantity ("MDQ") and capacity data, and operational contact and notice information.

6. This information is intended to be and is treated as private by CCS and its customer. The Agreement itself contains a confidentiality clause providing that neither party shall disclose the financial terms and conditions, including transportation rates and guarantee amounts, except under specified limited circumstances, including filings with regulatory authorities under seal, disclosures required by law or regulation, disclosures to professional advisors, and disclosures to lenders or investors subject to confidentiality obligations.

7. Disclosure of the highlighted information would cause harm to CCS's and its customer's business operations. Specifically, disclosure of the negotiated pricing, capacity commitments, priority-of-service terms, and other commercial provisions would impair CCS's and its customer's ability to negotiate for goods, services, financing, and transportation arrangements on favorable terms within the meaning of Section 368.108(3)(d), Florida Statutes, and would impair the competitive business interests of the providers of the information within the meaning of Section 368.108(3)(e), Florida Statutes.

8. The highlighted information has not been publicly disclosed except as permitted by law, Commission rule, Commission order, or private agreement preserving confidentiality.

9. Rule 25-22.006(4)(c), Fla. Admin. Code, requires identification of the specific statutory basis for confidential classification. The following chart identifies each category of highlighted information in the Agreement and the applicable statutory justification:

Highlighted Provision / Category	**Statutory Basis**	**Justification for Confidential Treatment**
Customer Identity and Corporate Information (Preamble; Exhibit A Notices)	§ 368.108(3)(d) & (e), Fla. Stat.	Customer-specific identification and contact data are proprietary; disclosure would reveal counterparty identity and impair future negotiation positions.
Primary Term and Renewal Structure (Section 1.1)	§ 368.108(3)(d), Fla. Stat.	Negotiated term duration reflects bespoke commercial arrangements; disclosure would impair ability to contract on favorable terms.
Anchor Shipper Status and Priority-of-Service Terms (Section 2.6)	§ 368.108(3)(d) & (e), Fla. Stat.	Priority and exclusivity provisions are competitively sensitive; disclosure would impair CCS's and Customer's competitive positions and

		ability to negotiate future arrangements.
Demand Charge, Daily Rate, and Fuel Retention Terms (Section 3.1)	§ 368.108(3)(d), Fla. Stat.	Pricing and rate-structure data constitute contractual data, disclosure of which would impair efforts to contract for goods or services on favorable terms.
Overrun Commodity Charge Terms (Section 3.2)	§ 368.108(3)(d), Fla. Stat.	Negotiated overrun pricing reflects competitive commercial terms; disclosure would impair contracting on favorable terms.
MDQ / Capacity Information (Exhibit A)	§ 368.108(3)(d) & (e), Fla. Stat.	Volume and capacity commitments are competitively sensitive contractual data; disclosure would reveal commercial positions and impair competitive interests.
Transporter Notice Address and Contact Information (Exhibit A)	§ 368.108(3)(e), Fla. Stat.	Internal operational contact data are treated as private; disclosure would impair competitive business operations.

10. In accordance with Rule 25-22.006(4)(d), Fla. Admin. Code, CCS affirmatively states that the highlighted information is intended to be and is treated as private by CCS and its customer, and has not been disclosed except as permitted by statute, Commission rule, Commission order, or private agreement preserving confidentiality.

11. Pursuant to Section 368.108(4), Florida Statutes, and Rule 25-22.006(9)(a), Fla. Admin. Code, CCS requests that the Commission grant confidential classification for a period of up to 18 months, subject to extension if the information continues to qualify as proprietary confidential business information.

WHEREFORE, Coastal Connect Services, LLC respectfully requests that the Commission enter an order: (a) classifying the highlighted portions of Attachment B (Transportation Service Agreement) to CCS's Petition for Approval of Natural Gas Pipeline Transmission Company Tariff as proprietary confidential business information exempt from Section 119.07(1), Florida Statutes, pursuant to Section 368.108, Florida Statutes; (b) granting confidential classification for a period of up to 18 months; and (c) granting such other and further relief as the Commission deems appropriate.

Respectfully submitted,

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

Counsel for Coastal Connect Services, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Coastal Connect Services, LLC's Request for Confidential Classification has been furnished by electronic mail to the following this 11th 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

/s/ Timothy M. Riley
Timothy M. Riley

FIRM TRANSPORTATION SERVICE AGREEMENT

by and between

Coastal Connect Services, LLC, a Texas limited liability company

and

[redacted]

Dated as of June 1, 2026

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<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]			

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FIRM TRANSPORTATION SERVICE AGREEMENT

by and between

Coastal Connect Services, LLC, a Texas limited liability company

and

[redacted]

Dated as of June 1, 2026

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Exhibits

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]			

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