

State of Florida



Public Service Commission

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TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: September 24, 2026

TO: Office of Commission Clerk (Teitzman)

FROM: Division of Economics (Ward) *JP*
Division of Engineering (Brown) *LVK*
Office of the General Counsel (Marquez, Stiller) *SPS*

RE: Docket No. 20260094-GU – Petition of Coastal Connect Services, LLC for approval of natural gas pipeline transmission company tariff and firm transportation service agreement.

AGENDA: 10/06/26 – Regular Agenda – Tariff Filing – Interested Persons May Participate

COMMISSIONERS ASSIGNED: All Commissioners

PREHEARING OFFICER: Administrative

CRITICAL DATES: 11/08/26 (5-Month Effective Date)

SPECIAL INSTRUCTIONS: None

Case Background

Natural gas is delivered to Florida through four Federal Energy Regulatory Commission (FERC) regulated interstate transmission pipelines: Florida Gas Transmission Company (FGT), Gulfstream Natural Gas System, Southern Natural Gas, and Gulf South Pipeline. The gas entering Florida is delivered to new or repowered electric generating facilities, large industrial customers, municipally operated systems, and investor-owned local distribution companies (LDCs). Pipeline laterals connect the transmission pipelines to the gas consumers.

The Natural Gas Transmission Pipeline Intrastate Regulatory Act (Act), codified at Sections 368.101–368.112, Florida Statutes (F.S.), was adopted by the Florida Legislature in 1992 in conjunction with the Natural Gas Transmission Pipeline Siting Act (Pipeline Siting Act), codified at Sections 403.9401–403.9425, F.S. At the time of enactment, these laws contemplated

the filing of a proposal for a major gas pipeline (Sunshine Pipeline Partners) that would serve LDCs and major electric power generators in Florida and would be regulated by the Florida Public Service Commission (Commission) rather than FERC. The U.S. Natural Gas Act enables an intrastate pipeline company to be exempt from FERC jurisdiction under what is known as “the Hinshaw Amendment.” The Hinshaw Amendment, contained in Section 1(c) of the U.S. Natural Gas Act, codified at 15 U.S.C. § 717(c), exempts from FERC regulation intrastate pipelines that operate exclusively in one state and with rates and services regulated by the state. Payment of regulatory assessment fees to cover the cost of regulation and jurisdiction over pipeline safety is also provided for in Chapter 368, F.S.

On June 8, 2026, Coastal Connect Services, LLC (CCS), filed a petition for approval of a natural gas pipeline transmission tariff and a firm transportation service agreement. On September 3, 2026, CCS refiled its petition to ensure confidential information in the transportation service agreement was properly redacted. CCS is a limited liability company formed under Texas law and registered to do business in Florida in accordance with Section 607.1505, F.S. Consistent with the definition of “natural gas transmission company” in Section 368.103(4), F.S., CCS does not own or operate any facilities used primarily for the local distribution of natural gas or that are subject to the jurisdiction of FERC under the U.S. Natural Gas Act, 15 U.S.C. §§ 717 *et seq.* Additionally, CCS is not a municipality or any agency thereof or a special district created by special act to distribute natural gas.

In its petition, CCS stated that the reason it is requesting approval of a natural gas pipeline transmission tariff is to fill a specific need for the safe, timely, and efficient delivery of natural gas. Specifically, CCS seeks to provide firm transmission service to Space Exploration Technologies Company (SpaceX). CCS is a subsidiary of SpaceX. SpaceX operates facilities on Cape Canaveral in Brevard County where it launches a variety of materials and humans into space for multiple customers, including the U.S. Department of Defense. CCS stated in its petition that as SpaceX’s operations continue to grow, it has a growing need for significant supplies of natural gas, which it liquifies for use as rocket fuel. In response to staff’s First Data Request, CCS stated that SpaceX currently receives its natural gas shipments by truck, and that hundreds of truckloads of liquified natural gas are required per launch. A nearby pipeline operated by Florida City Gas (FCG) was initially identified by SpaceX as a potential option for service. In response to staff’s First Data Request, however, CCS stated that this pipeline does not connect to the required delivery points for SpaceX, and is inadequate for the volumes, variability, reliability, and timing needed. Additionally, the terms, timing, and costs for FCG construction of improvements did not meet the needs and specifications required by SpaceX.

There are three earlier instances of the Commission approving intrastate pipeline tariffs for the following operators: Five Flags Pipeline Company,¹ Peninsula Pipeline Company, Inc. (Peninsula),² and SeaCoast Gas Transmission, LLC.³ If CCS’s petition is approved, CCS would

¹ Order No. PSC-97-0609-FOF-GP, issued May 28, 1997, in Docket No. 970361-GP, *In re: Five Flags Pipeline Company – Petition for approval of existing firm and interruptible system transportation rates.*

² Order No. PSC-07-1012-TRF-GP, issued December 21, 2007, in Docket No. 070570-GP, *In re: Petition for approval of natural gas transmission pipeline tariff by Peninsula Pipeline Company, Inc.*

³ Order No. PSC-08-0747-TRF-GP, issued November 12, 2008, in Docket No. 080561-GP, *In re: Petition for approval of natural gas transmission pipeline tariff by SeaCoast Gas Transmission, LLC.*

own the anticipated pipeline facilities and serve as the transportation service provider. CCS's capacity is presently contemplated to be fully obligated. This means that CCS's first customer, SpaceX, would contract for all of the contemplated capacity on the new pipeline facilities. In accordance with Section 368.105(6), F.S., CCS is not required to provide other entities access to the facilities if all capacity is used. The proposed tariff is contained in Attachment A to this recommendation.

On July 2, 2026, FCG requested that the Commission Clerk add FCG to the docket as an interested person. In its letter, FCG alleged that it has a substantial interest in this docket. Specifically, FCG stated that it has a substantial interest in ensuring the Commission's actions in this docket do not: harm FCG, its ratepayers, and the competitive market for natural gas in Florida; lead to "cherry picking" of FCG's customers; lead to uneconomic duplication of FCG's facilities and other territorial disputes; impede FCG's ability to serve its customers; or foster potential risks that threaten the integrity and safety of FCG's distribution system in the area. On August 28, 2026, FCG filed a motion for leave to intervene. CCS filed a response in opposition on September 4, 2026. Then on September 14, 2026, FCG filed a motion for leave to file a reply. On September 18, 2026, CCS filed a response in opposition to FCG's motion for leave to file a reply.

By Order No. PSC-2026-0290-PCO-GU, the Commission suspended CCS's proposed tariff pending the Commission's decision on CCS's petition.⁴ Staff issued four data requests for which responses were received on July 10, 2026, July 27, 2026, August 17, 2026, and September 22, 2026, respectively. The Commission has jurisdiction over this matter pursuant to Sections 368.104 and 368.105, F.S.

⁴ Order No. PSC-2026-0290-PCO-GU, issued August 24, 2026, in Docket No. 20260094-GU, *In re: Petition of Coastal Connect Services, LLC for approval of natural gas pipeline transmission company tariff and firm transportation service agreement.*

Discussion of Issues

Issue 1: What action, if any, should the Commission take regarding Florida City Gas's Motion for Leave to Intervene?

Recommendation: None. The Motion for Leave to Intervene is premature because of this docket's current procedural posture. Only after the Commission votes and an order is rendered can a substantially affected person file a petition requesting an administrative hearing regarding that proposed agency action. And until and unless the proposed agency action order is protested, there is no pending administrative proceeding in which a substantially affected person may petition to intervene. However, at the Agenda Conference, the Commission may permit FCG an opportunity to be heard in its capacity as an interested person. (Marquez, Stiller)

Staff Analysis: FCG filed a Motion for Leave to Intervene on August 28, 2026. FCG asserts that it is a natural gas local distribution company (LDC) subject to the Commission's public utility jurisdiction under Chapter 366, F.S., providing gas to the Cape Canaveral area in the immediate vicinity of where CCS proposes to locate and operate its pipeline. FCG alleges that it anticipates further expansion in the Cape Canaveral area, including additional delivery points that could be used to serve SpaceX. FCG argues that if CCS's petition is granted, the investment FCG has already made in the Cape Canaveral spaceport area could be at risk of being stranded.

On September 4, 2026, CCS filed a Response in Opposition to FCG's Motion to Intervene. In it, CCS argues that FCG does not satisfy the two-prong standing test set forth in *Agrico Chemical Co. v. Department of Environmental Regulation*, 406 So. 2d 478, 481–82 (Fla. 2d DCA 1981). *Agrico* requires an intervenor to show that (1) they will suffer injury in fact that is of sufficient immediacy to entitle them to a Section 120.57, F.S., hearing; and (2) the substantial injury is of a type or nature that the proceeding is designed to protect.⁵

On September 14, 2026, FCG filed a Motion for Leave to File a Reply to CCS's Response in Opposition to FCG's Motion to Intervene. On September 18, 2026, CCS filed a Response in Opposition to FCG's Motion for Leave to File a Reply to CCS's Response in Opposition to the Motion for Leave to Intervene.

This docket involves a tariff and, accordingly, its procedural posture is akin to a proposed agency action docket. There is currently no decision which could determine a person's substantial interests within the meaning of Section 120.569(1), F.S. No hearing is scheduled. The Commission is engaged in free-form agency action in making a preliminary decision based on the information and documentation available. Only after the Commission votes and an order is rendered can a substantially affected person file a petition requesting an administrative hearing regarding that proposed agency action. And until and unless the proposed agency action order is protested, there is no pending administrative proceeding in which a substantially affected person

⁵ The first aspect of the test deals with the degree of injury. *Agrico*, 406 So. 2d at 482. The second deals with the nature of the injury. *Id.* The "injury in fact" must be both real and immediate and not speculative or conjectural. *Int'l Jai-Alai Players Ass'n v. Fla. Pari-Mutuel Comm'n*, 561 So. 2d 1224, 1225–26 (Fla. 3d DCA 1990); *see also Vill. Park Mobile Home Ass'n, Inc. v. State Dep't of Bus. Regulation*, 506 So. 2d 426, 434 (Fla. 1st DCA 1987), *rev. den.*, 513 So. 2d 1063 (Fla. 1987) (noting speculation on the possible occurrence of injurious events is too remote).

may intervene.⁶ The Commission's order will provide notice of the point of entry for persons whose substantial interests are affected to protest. If a timely and legally sufficient protest is received, then other substantially affected persons may file to intervene.

FCG's motion and CCS's response address the merits of whether FCG has standing to intervene and, ultimately, challenge proposed agency action by the Commission. However, because the Commission has not proposed agency action and there is no pending proceeding, staff believes that FCG's Motion for Leave to Intervene is premature and not ripe for review.

Conclusion

The Motion for Leave to Intervene is premature because of this docket's current procedural posture. However, at the Agenda Conference, the Commission may permit FCG an opportunity to be heard in its capacity as an interested person.

⁶ The exception to this general rule involves the Office of Public Counsel (OPC). OPC is statutorily conferred with legal standing, pursuant to Section 350.0611(1), F.S., to appear "in any proceeding or action before the [C]ommission." In interpreting that statute, the Commission has found that the plain meaning of that phrase is broad and gives OPC the ability to intervene in proposed agency action matters. *See* Order No. PSC-15-0381-DS-PU, issued Sept. 14, 2015, in Docket No. 140107-PU, *In re: Petition for declaratory statement regarding discovery in dockets or proceedings affecting rates or cost of service processed with the Commission's proposed agency action procedure*, pp. 9–10.

Issue 2: Should the Commission approve Coastal Connect Services, LLC’s natural gas pipeline transmission company tariff?

Recommendation: Yes, the proposed tariff should be approved pursuant to Chapter 368, F.S. Upon the issuance of the consummating order in this docket, CCS should begin to pay regulatory assessment fees, as required by Rule 25-7.101, Florida Administrative Code (F.A.C.). CCS should also file Annual Reports as required by Rule 25-7.100, F.A.C. Within 30 days after executing a transportation service agreement, CCS and the customer should file an affidavit with the Commission, as required by Section 368.105(3), F.S. Upon request by the Commission, CCS should make available its negotiated Transportation Service Agreements. (Ward)

Staff Analysis: CCS proposes to construct and maintain pipeline facilities that would provide firm transportation service of customer-owned gas from the FGT interstate transmission pipeline to customers. The proposed pipeline is a 32.4 mile, 16-inch steel natural gas transmission pipeline, to be located entirely within Brevard County.⁷ CCS would not engage in the sale of gas, and title of the gas transported on CCS’s pipelines would not at any point transfer to CCS. A customer who chooses CCS to transport its gas would be required by CCS to enter into a Transportation Service Agreement with CCS.

In response to staff’s First Data Request, CCS stated that SpaceX contacted Chesapeake Utilities Corporation to explore different options for pipeline expansion by FCG or Peninsula. Additionally, in a confidential process, SpaceX contacted several different pipeline companies regarding the potential construction of an appropriate natural gas transportation pipeline. After exploring multiple options, based on the location, cost, timeliness, route, safety, operational, tax, and service issues, SpaceX made the business decision to utilize a newly created affiliate—CCS.

Currently, pipeline laterals can be constructed by the customer itself, an interstate pipeline, or an LDC. Customers would continue to be able to choose their pipeline provider. CCS would operate as an additional transmission pipeline provider. In addition to constructing and maintaining the pipeline facilities, CCS would be responsible for providing administrative services related to the transportation of gas from the interconnection with the transmission pipeline to the point(s) of delivery (interconnection between CCS and the customer).

Regulatory Authority

The Act provides the Commission with a different level of regulatory authority than it exercises over LDCs or investor-owned electric utilities under Chapter 366, F.S. Section 368.105(3), F.S., allows rates charged by a natural gas transmission company to be deemed just and reasonable without explicit Commission approval if the rates meet certain conditions, as listed below. Section 368.105(3), F.S., states:

Rates charged or offered to be charged by any natural gas transmission company for transactions with other natural gas transmission companies, transportation customers, and industrial, power plant, and other similar large-volume contract

⁷ “Natural gas transmission pipelines which are less than 100 miles in length or which do not cross a county line” are exempt from the Pipeline Siting Act’s certification process, pursuant to Section 403.9405(2)(a), F.S. Therefore, a Section 403.9422, F.S., determination of need by the Commission is not required for CCS’s proposed pipeline.

customers, but excluding direct sales-for-resale to gas distribution utilities at city gates, unless suspended and modified pursuant to this subsection, are deemed to be just and reasonable and approved by the [C]ommission, if both the natural gas transmission company and the customer file an affidavit with the [C]ommission that:

- (a) Neither the natural gas transmission company nor the customer had an unfair advantage during the negotiations;
- (b) The rates are substantially the same as rates between the natural gas transmission company and two or more of those customers under the same or similar conditions of service; or
- (c) Competition does or did exist either with another natural gas transmission company, another supplier of natural gas, or with supplier of an alternative form of energy.

Section 368.105(3), F.S., thus contemplates that gas transportation service provided by an intrastate pipeline is based on negotiated agreements that reflect market conditions and the specific needs of the customer. The agreement negotiated between SpaceX and CCS is discussed below in Issue 3.

CCS would only provide transportation service and would not engage in the retail sale of natural gas. Title of the gas transported on CCS's facilities would belong to the customer. The customer would be responsible for purchasing its own gas supplies. Section 368.105(6), F.S., further requires that rates must not be unduly discriminatory, and they must be compensatory. The statute also requires the Commission to resolve any disputes between the natural gas transmission company and a person desiring transmission access.

In Order No. PSC-06-0023-DS-GP, the Commission discussed certain policy considerations whereby a transmission pipeline's projects should not lead to:

- less investment in the LDC's facilities or stranded costs;
- "cherry picking" of the LDC's large industrial customers;
- territorial disputes; or
- unfair competition with other transmission providers.⁸

Staff believes those policy considerations are persuasive here because they were primarily intended to ensure that a transmission pipeline, such as CCS, would not serve a customer within the existing service territory of an LDC, without first obtaining Commission approval, in order to protect the general body of LDC ratepayers. If an LDC loses a large customer to CCS, this could potentially shift costs to the LDC's remaining ratepayers. CCS's proposed tariff, as supplemented in response to staff's Fourth Data Request, addresses the concerns set out in Order

⁸ Order No. PSC-06-0023-DS-GP, issued January 9, 2006, in Docket No. 050584-GP, *In re: Petition for declaratory statement by Peninsula Pipeline Company, Inc. concerning recognition as a natural gas transmission pipeline company under Section 368.101, F.S., et. seq.*, p. 4.

No. PSC-06-0023-DS-GP. Under its tariff, CCS can construct facilities to provide transportation service to industrial, electric generation, or other large-volume customers if: the customer is not currently being served with gas service by another entity; and, the location of the facilities to be served is greater than one mile from existing gas facilities operated by an investor-owned gas utility, a gas municipality, or gas district. “Existing gas facilities” is defined as a City Gate Station or gas main actively providing service or substantially under construction at the date of the execution of a Transportation Service Agreement with the customer. Staff believes that a one-mile buffer zone appears reasonably calculated to reduce the likelihood of territorial disputes. Additionally, by preventing CCS from serving current customers in the existing service territory of an LDC, without prior Commission approval, the likelihood of “cherry picking” customers or stranded costs is also reduced. Finally, natural gas transportation service companies are permitted to connect with other FERC-regulated interstate pipelines or Commission-regulated intrastate pipelines to provide transportation service to an LDC.

Proposed Tariff

CCS’s proposed tariff would allow CCS to construct and own natural gas transmission pipelines and engage in the business of transporting gas in Florida. The proposed tariff generally follows the template of the other natural gas transmission companies in Florida. CCS’s proposed tariff includes the rules and standard forms necessary to operate a natural gas transmission pipeline system. The tariff contemplates that CCS will operate consistent with the North American Energy Standards Board standards as it pertains to nominations, scheduling, operational order notices and requirements, Delivery Point measurement data and gas quality standards, among other items. A customer who chooses CCS to transport its gas is required to enter into a Transportation Service Agreement. Although the tariff does not include rates and charges, those will be negotiated individually with each customer pursuant to Section 368.105(3), F.S.

Conclusion

CCS’s proposed tariffs are reasonable and meet the requirements of Chapter 368, F.S. Within 30 days after executing a Transportation Service Agreement, CCS and the customer should file an affidavit with the Commission as required by Section 368.105(3), F.S. Upon the issuance of the consummating order in this docket, CCS should pay regulatory assessment fees as required by Rule 25-7.101, F.A.C. The Rule currently states that the regulatory assessment fee for natural gas transmission companies shall be 0.25 percent annually of the company’s gross operating revenue. CCS should also file annual reports as required by Rule 25-7.100, F.A.C. Upon request by the Commission, CCS should make available its negotiated Transportation Service Agreements. Staff envisions that obtaining copies of the agreements will only be necessary in the event of a customer complaint.

Issue 3: What action, if any, should the Commission take regarding Coastal Connect Services, LLC's proposed Firm Transportation Service Agreement?

Recommendation: None. Staff believes that because CCS and SpaceX filed affidavits that satisfy the requirements of Section 368.105(3), F.S., the rates contained in the Firm Transportation Service Agreement are deemed to be just and reasonable and approved by the Commission by operation of law. Therefore, staff recommends that no action by the Commission is needed at this time. (Marquez, Stiller, Ward)

Staff Analysis: Pursuant to Section 368.105(3), F.S., rates charged or offered to be charged by a natural gas transmission company for transactions with large-volume contract customers may be deemed just and reasonable without explicit Commission approval. Specifically, Section 368.105(3), F.S., provides that such rates "are deemed to be just and reasonable and approved by the [C]ommission, if both the natural gas transmission company and the customer file an affidavit" affirming that at least one of the conditions in Subsections (a)–(c) is met. Those conditions are that:

- (a) Neither the natural gas transmission company nor the customer had an unfair advantage during the negotiations;
- (b) The rates are substantially the same as rates between the natural gas transmission company and two or more of those customers under the same or similar conditions of service; or
- (c) Competition does or did exist either with another natural gas transmission company, another supplier of natural gas, or with supplier of an alternative form of energy.

In this case, CCS submitted a proposed Firm Transportation Service Agreement with SpaceX for Commission approval. The definition of the word "rate" in Section 368.103(6), F.S., includes any terms and conditions, or contracts related to the transmission or sales service of a natural gas transmission company. Thus, the contractual terms contained in the Firm Transportation Service Agreement fall under the applicable definition of "rate." In response to staff's Third Data Request, CCS and SpaceX produced affidavits affirming that (1) neither CCS nor SpaceX had an unfair advantage during the negotiations, and (2) there is no other natural gas transmission company, supplier of natural gas, or supplier of an alternative form of energy presently able to serve the SpaceX facilities at Cape Canaveral.⁹ Staff believes these attestations satisfy the criteria contained in Section 368.105(3)(a) and (c), F.S., respectively. Thus, the Firm Transportation Service Agreement is deemed to be just and reasonable by operation of law and no action by the Commission is needed at this time.

Conclusion

Staff believes that because CCS and SpaceX filed affidavits that satisfy the requirements of Section 368.105(3), F.S., the rates contained in the Firm Transportation Service Agreement are

⁹ Document No. 05248-2026, filed on August 17, 2026.

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deemed to be just and reasonable and approved by the Commission by operation of law. Therefore, staff recommends that no action by the Commission is needed at this time.

Issue 4: Should this docket be closed?

Recommendation: If a protest is filed within 21 days of the issuance of the order by a person whose substantial interests are affected, the tariff should remain in effect, with any revenues held subject to refund, pending resolution of the protest. If no timely protest is filed, this docket should be closed upon the issuance of a consummating order. (Marquez, Stiller)

Staff Analysis: If a protest is filed within 21 days of the issuance of the order by a person whose substantial interests are affected, the tariff should remain in effect, with any revenues held subject to refund, pending resolution of the protest. If no timely protest is filed, this docket should be closed upon the issuance of a consummating order.

Florida Public Service Commission NO. 0

COASTAL CONNECT SERVICES, LLC

Original Sheet No. 1

RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF GAS

NATURAL GAS TRANSMISSION PIPELINE TARIFF

ORIGINAL VOLUME NO. 1

OF

COASTAL CONNECT SERVICES, LLC

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Communications concerning this Tariff should be addressed to:

COASTAL CONNECT SERVICES, LLC

2001 Ross Avenue, Suite 200
Dallas, Texas 75201

Attn: Michael Smith, Managing Member

Issued By: Coastal Connect Services, LLC

EFFECTIVE: June __, 2026

Florida Public Service Commission NO. 0

COASTAL CONNECT SERVICES, LLC

Original Sheet No. 2

RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF GAS

GAS TRANSPORTATION SERVICE

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Issued By: Coastal Connect Services, LLC

EFFECTIVE: June __, 2026

Florida Public Service Commission NO. 0

COASTAL CONNECT SERVICES, LLC

Original Sheet No. 3

RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF GAS

GAS TRANSPORTATION SERVICE

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

“Discretion” shall mean Transporter’s discretion exercised in a lawful, reasonable, and non-discriminatory manner.

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

“Firm” shall mean that each Dth Customer nominates under a Firm Transportation Service Agreement and Transporter confirms at the Receipt Point(s), within Customer’s firm MDQ, will be delivered to Customer’s Delivery Point(s) minus Transporter’s Fuel without

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RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF GAS

interruption except under force majeure conditions, an Operational Flow Order, or an energy emergency declared by the State of Florida or the Commission.

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

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

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

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

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

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

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

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

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

“NAESB” shall mean the North American Energy Standards Board.

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

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

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

Issued By: Coastal Connect Services, LLC

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RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF GAS

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

“**Quantity of Gas**” shall mean the number of units of Gas expressed in Dth unless otherwise specified.

“**Quick Response**” shall have the meaning given such term by NAESB.

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

“**Regulatory Act**” shall mean the Natural Gas Transmission Pipeline Intrastate Regulatory Act.

“**Rules and Regulations**” shall have the meaning given such term in Section 5.

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

“**Transporter**” means Coastal Connect Services, LLC, its successors and assigns.

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

2. APPLICABILITY

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

3. TERM

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

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RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF GAS

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

4. TYPES OF SERVICE AND CAPACITY

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

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

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

5. NOMINATION AND SCHEDULING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. GAS QUALITY

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

If the Gas received from Customer or Customer’s supplier by Transporter for delivery shall fail at any time to conform to any of the quality specifications required by these Rules and Regulations or might otherwise interfere with or adversely affect the normal operation of the facilities of Transporter or Transporter’s other customers, then upon notification by Transporter

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to Customer, Transporter may, at its option, refuse to accept such Gas pending correction by Customer or Customer's supplier.

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

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

- A. **Heating Value:** The Gas shall have a heating value of not less than 970 Btus per standard cubic foot nor more than 1,100 Btus per standard cubic foot at 14.73 PSIA.
- B. **Water Vapor:** The Gas shall not contain more than 7 pounds of water per million standard cubic feet.
- C. **Oxygen:** The Gas shall not contain more than 0.2% by volume of oxygen.
- D. **Carbon Dioxide and Nitrogen:** The Gas shall not contain more than 2% of carbon dioxide nor more than 3% by volume of a combined total of carbon dioxide and nitrogen.
- E. **Hydrogen Sulfide:** The Gas shall not contain more than ¼ grain of hydrogen sulfide per 100 standard cubic feet
- F. **Mercaptans:** The Gas shall not contain more than ¼ grain of mercaptans per 100 standard cubic feet.
- G. **Total Sulfur:** The Gas shall not contain more than 5 grains of total sulfur per 100 standard cubic feet.
- H. **Dust, Gums and Solid Matter:** The Gas shall be commercially free from dust, gums, gum-forming constituents, and other solid matter.
- I. **Liquid Hydrocarbons:** The Gas shall be free of hydrocarbons in liquid form at the temperature and pressure at which the Gas is received.
- J. **Liquid Water:** The Gas shall be free of water in liquid form at the temperature and pressure at which the Gas is received.
- K. **Temperature:** The Gas shall not have a temperature of more than 100° Fahrenheit.

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

7. DELIVERY AND TRANSPORTATION

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

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

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

8. CURTAILMENT AND PRIORITY OF SERVICE

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

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

9. FUEL

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

10. TRANSPORTATION RATE

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

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service for Customer in accordance with the Rules and Regulations of Transporter's tariff. The Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change provisions in the General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Regulatory Act.

11. GROSS RECEIPTS TAX

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

12. MISCELLANEOUS CHARGES

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

- A. **Meter Test Charge:** If a meter is tested at the request of a Customer and said test result demonstrates the meter was operating within accepted tolerances, all incurred charges shall be assessed.
- B. **Additional Charges:** The Customer and Transporter may also agree to additional charges as set forth in a Transportation Service Agreement.

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13. IMBALANCES

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

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

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

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

<u>Imbalance Level</u>	<u>Factor</u>
0% to 5%	1.00
Greater than 5% to 20%	0.90
Greater than 20%	0.80

The total amount due Customer shall be the product of the Index Price

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and the positive monthly imbalance.

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

<u>Imbalance Level</u>	<u>Factor</u>
0% to 5%	1.00
Greater than 5% to 20%	1.10
Greater than 20%	1.20

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

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

14. TITLE TO GAS

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

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

15. OPERATIONAL FLOW ORDERS

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

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

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

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

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

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16. NOTICES

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

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

17. BILLING AND PAYMENT

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

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

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

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

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

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

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

18. GENERAL TERMS AND CONDITIONS

- A. Services provided hereunder are subject to all applicable Federal, State of Florida and local laws and to the orders, rules and regulations of any federal, State or local agencies having jurisdiction thereof.
- B. Any charges relating to Imbalances shall not be construed as Transporter's exclusive remedy in the event that Customer fails to fulfill its balancing obligations. In addition, nothing herein shall preclude Transporter from waiving an imbalance rate or charge provided (i) Customer has undertaken reasonable efforts to eliminate the condition resulting in Imbalances, (ii) the frequency and magnitude of the condition resulting in Imbalances does not, in Transporter's judgment, indicate Customer is utilizing Imbalances to obtain an economic advantage related to the cost of Gas or transportation and related services and (iii) the condition resulting in Imbalances does not disadvantage other customers or Transporter.

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

- C. Transporter has the right to inspect and/or test all measuring equipment at its discretion. Customer may request that a meter be tested no more than once every twelve (12) Months and Customer will have the right to witness any such test. If the meter test is within 2% or better of accurate measurement, then the cost of the test shall be paid by party requesting the test. If the meters are found to be inaccurate by more than 2%, the party owning the meter shall pay for the test. No

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adjustment based upon meter inaccuracies shall be made for delivery charges or Gas Imbalances unless a meter tests inaccurate by more than 2%. Any such billing correction shall only be to the 2% error level for a period of time no longer than half the period from the date of the last meter testing or six months, whichever is less.

- D. No waiver by Transporter or Customer of one or more defaults by the other of the provisions of service hereunder shall be construed as a waiver of any other or further default or defaults, whether of a like or a different character.
- E. Except as otherwise set forth in Section 17(E) of these Rules and Regulations, neither Customer nor Transporter shall be liable to the other for failure to perform a material obligation to the extent such failure was caused by Force Majeure. ("Force Majeure") shall mean any cause beyond the control of the party affected, including but not restricted to, acts of God, flood, drought, earthquake, storm, fire, lightning, epidemic, pandemic, war, riot, civil disturbance or disobedience, labor dispute, labor strike, sabotage, acts of public enemy, acts of terrorism, explosions, orders, regulations, restrictions or delays imposed by governmental, military, or lawfully established civilian authorities, breakage, accidents to machinery or lines of pipe, freezing of or damage to receipt or delivery facilities, National Weather Service warnings or advisories, whether official or unofficial, that result in the evacuation of facilities, inability to obtain or unavoidable delay in obtaining material, equipment, Transporter's inability to receive, transport, or redeliver Gas tendered by Customer due to Force Majeure conditions on upstream or downstream pipelines or facilities, which, in any of the foregoing cases, by exercise of due diligence such party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it has been unable to overcome, but does not include any cause arising out of a party's act of negligence or intentional wrongdoing nor mere economic hardship of a Party: The parties shall make best efforts to avoid the adverse impacts of a Force Majeure and to resolve the event of occurrence once it has occurred in order to resume performance.

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

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(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.

F. Transportation service provided pursuant to this schedule may be provided to industrial, electric generation, or other large volume customers if:

- (i) the Customer is currently not being served with natural gas service by another entity; and,
- b) the location of the facilities to be served is greater than one mile in distance from existing gas facilities operated by an investor-owned gas utility, a gas municipality, or gas district. "Existing gas facilities" is defined as a City Gate Station or gas main actively providing service or substantially under construction at the date of the execution of a Transportation Service Agreement with the Customer.

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