



Directive Confirmation and Addendum

To: Thomas A. Geoffroy, General Manager & CEO
Florida Gas Utility

From: City of Sunrise (referred to in this Directive as “Participant”)

Subject: Gas Supply Authorization Under All Requirements Gas Services Agreement
(Macquarie Transaction)

This directive and authorization (“Directive”) is given pursuant to the All Requirements Gas Services Agreement between Florida Gas Utility (“FGU”) and Participant, dated as of June 11, 2002, (the “Agreement”) and will constitute an Addendum to the Agreement. The gas to be supplied under this Directive shall, except as otherwise provided herein, be supplied in accordance with Section 3 (b) of the Agreement.

FGU has shared with Participant information concerning an opportunity to participate in a gas pre-pay transaction with Macquarie initiated by Municipal Gas Authority of Georgia (“MGAG”). FGU is willing to secure long-term gas supplies on behalf of and as agent for Participant, upon Participant’s execution of this Directive. Participant desires that FGU act on behalf of and as its agent for the purpose of securing long-term gas supplies for Participant.

Therefore, Participant hereby requests and authorizes FGU to secure long-term gas supplies on behalf of and as agent for Participant for the following quantities from MGAG:

Term: For a term of 30 years starting no earlier than April 1, 2019, subject to Participant’s right to decline to participate further in the event that its load requirements are significantly reduced or extinguished.

Quantity: 140 Dths per day, firm for the months of November – March in year one through and including year 30 of the Transaction;

112 Dths per day, firm for the months of April – October in year one through and including year 30 of the Transaction.

Gas supplies furnished pursuant to this Directive shall constitute a portion of Participant’s gas requirements as contemplated in Section 3(a) of the

Agreement and shall be transported to Participant pursuant to Section 3 of the Agreement.

Price: Variable based on Inside FERC First of Month Index for the applicable geographic zone minus the Discount of \$0.30/Dth, portions of which shall be applied on a monthly basis with the remainder applied on an annual basis.

Location: Receipt point(s) in FGT Zone 2 or as otherwise determined by FGU's General Manager.

Participant will be required to execute additional documentation in connection with the implementation of this gas supply arrangement entered into on Participant's behalf by FGU and will be subject to certain limitations on the use of gas purchased under this Directive.

This Directive is given as an Addendum to the Agreement for the purchase of long-term gas supplies as contemplated by the Agreement and shall constitute a contractual obligation of Participant. In the event of a conflict between the terms of this Directive, the terms of the Agreement, and any gas supply arrangement made by FGU on Participant's behalf, the terms of this Directive and the Agreement shall control.

THIS DIRECTIVE SUPERCEDES ALL PRIOR AND CONTEMPORANEOUS DIRECTIVES REGARDING THE MUNICIPAL GAS AUTHORITY OF GEORGIA'S MACQUARIE TRANSACTION AND CONSTITUTES THE SOLE, PREVAILING DIRECTIVE WITH REGARD TO THE SUBJECT MATTER ADDRESSED HEREIN.

Authorized Signature

Print Name

Date