FOR INTERNAL USE ONLY
Contract No. 5761
Amendment No. 12
BA Id. 4108
DUNS No. 781379557

SERVICE AGREEMENT
Firm Transportation Service - Market Area
RATE SCHEDULE FTS-1
Contract No. 5761

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

W I T N E S S E T H

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

ARTICLE I
Definitions

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

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

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

ARTICLE II
Quantity

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

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

ARTICLE III
No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement.

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

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

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

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

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

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

Schedule FTS-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI
Term of Agreement and Commencement of Service

6.1 This Agreement shall become effective 02/01/2027 and shall continue in effect through 01/31/2037. In accordance with the provisions of Section 20 of the General Terms and Conditions of the Transporter's Gas Tariff, Shipper has selected ROLLOVER.

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

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

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

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

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

ARTICLE VIII
Notices

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

Shipper: Sunrise, City of
4401 NW 103 Ave.
Sunrise FL 33351
Attention: Kelly Kinnett
Telephone No. (954) 572-2238
Fax No. (954) 572-2416

ARTICLE IX
Construction of Facilities

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

Article X – Not Applicable

ARTICLE XI
Pressure

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

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

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

Article XII – Not Applicable

ARTICLE XIII
Miscellaneous

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

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

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

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

ARTICLE XIV
Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between Transporter and Shipper: Contract No. 5761 dated 02/01/2017.

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

TRANSPORTER	SHIPPER	
FLORIDA GAS TRANSMISSION COMPANY, LLC	SUNRISE, CITY OF	
	By	
Beth Hickey	Name	
EVP - US Gas Pipelines	Title	
	Date	

EXHIBIT A
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
Sunrise, City of
DATED
01/01/1998
Contract No. 5761
Amendment No. 12
Effective Date of this Exhibit A: 02/01/2027

Date Range: 2/1/2027 to 1/31/2037

Point(s) of Receipt		**Maximum Daily Quantity (MMBtu)**											
Point Description	**Point**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**June**	**July**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Zone 1													
Pledger-Enterprise	100022	144	144	144	144	144	144	144	144	144	144	144	144
Zone 1 Total:		**144**	**144**	**144**	**144**	**144**	**144**	**144**	**144**	**144**	**144**	**144**	**144**
Zone 2													
ANR St Landry Parish	78303	172	172	172	172	172	172	172	172	172	172	172	172
Zone 2 Total:		**172**	**172**	**172**	**172**	**172**	**172**	**172**	**172**	**172**	**172**	**172**	**172**
Zone 3													
TENN Carnes (Rec)	10258	84	84	84	84	84	84	84	84	84	84	84	84
Zone 3 Total:		**84**	**84**	**84**	**84**	**84**	**84**	**84**	**84**	**84**	**84**	**84**	**84**
Total MDTQ:		**400**	**400**	**400**	**400**	**400**	**400**	**400**	**400**	**400**	**400**	**400**	**400**

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

EXHIBIT B
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
Sunrise, City of
DATED
01/01/1998
Contract No. 5761
Amendment No. 12
Effective Date of this Exhibit B: 02/01/2027

Date Range: 2/1/2027 to 1/31/2037

Point(s) of Delivery		**Maximum Daily Quantity (MMBtu)**											
Point Description	**Point**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**June**	**July**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Sunrise	16111	400	400	400	400	400	400	400	400	400	400	400	400
Total MDTQ:		**400**	**400**	**400**	**400**	**400**	**400**	**400**	**400**	**400**	**400**	**400**	**400**

(Quantities are exclusive of Fuel Reimbursement.)

FOR INTERNAL USE ONLY
Contract No. 5761
BA Id. 4108
DUNS No. 781379557

EXHIBIT C
TO

RATE SCHEDULE FTS-1 SERVICE AGREEMENT

BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
Sunrise, City of
DATED
01/01/1998
Contract No. 5761
Amendment No. 12
Effective Date of this Exhibit C: 02/01/2027

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

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

_____ Realignment of Points

X Contract Extension

The parties hereby agree to a 10-year Rollover contract extension, amending the agreement termination date from 01/31/2027 to 01/31/2037.

_____ Contract Quantity

_____ Administrative Contract Consolidation

Service Agreement Number	MDTQ	Termination Date	Extension Rights

TRANSPORTER
FLORIDA GAS TRANSMISSION COMPANY, LLC

By: _____
Beth Hickey
Title: EVP - US Gas Pipelines
Date: _____

SHIPPER
Sunrise, City of

By: _____
Title: _____
Date: _____

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1.The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2.The Entity does not use coercion for labor or services as defined in Section 787.06,Florida Statutes, entitled "Human Trafficking".

3.The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4.I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5.Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____

Entity: _____

Signature: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, 20___, by _____, as _____ of _____.

_____

(SEAL) Signature of Notary Public – State of Texas

_____

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced _____

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by

_____, as _____ for

_____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Texas at Large (Seal)

Print Name: _____ My commission expires:

_____