

PRECEDENT AGREEMENT

This PRECEDENT AGREEMENT ("Precedent Agreement") is made and entered into this ____ day of _____, 2____, between Florida Southeast Connection, LLC, a Delaware limited liability company ("Pipeline") and _____ (Shipper Name), a _____(State) _____ company ("Shipper"). Pipeline and Shipper are sometimes referred to herein individually as a ("Party"), or collectively as the ("Parties").

WITNESSETH:

WHEREAS, Pipeline proposes to construct a new pipeline system, which will be an interstate natural gas pipeline subject to the jurisdiction of the Federal Energy Regulatory Commission ("Commission" or "FERC"), that will extend from an interconnection with the facilities of Sabal Trail Transmission, LLC ("Sabal") in Osceola County, Florida in a southerly direction through central Florida with a terminus at the proposed interconnection with Florida Power & Light Company's ("FPL") system at FPL's Martin Clean Energy Center near Indiantown, Florida (the "Project");

WHEREAS, Pipeline will file for all necessary regulatory authorization with the Commission and other applicable permitting authorities to construct, own, operate and maintain the Project facilities;

WHEREAS, Shipper desires to obtain firm transportation service from Pipeline as part of the Project for certain quantities of Shipper's natural gas;

WHEREAS, subject to the terms and conditions of this Precedent Agreement, Pipeline is willing to endeavor to construct the Project and provide the firm transportation service Shipper desires;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, Pipeline and Shipper agree to the following:

1. Subject to the terms and conditions of this Precedent Agreement, Pipeline shall proceed with due diligence to obtain from all governmental and regulatory authorities having competent jurisdiction over the premises, including, but not limited to, the Commission, the authorizations and/or exemptions Pipeline determines are necessary: (i) for Pipeline to construct, own, operate, and maintain the Project facilities necessary to provide the firm transportation service for Shipper contemplated herein; and (ii) for Pipeline to perform its obligations as contemplated in this Precedent Agreement. Pipeline reserves the right to file and prosecute any and all applications for such authorizations and/or exemptions, any supplements or amendments thereto, and, if necessary, any court review, in a manner it deems to be in its best interest. Shipper expressly agrees to support and cooperate with, and to not oppose, obstruct or otherwise interfere with in any manner whatsoever, the efforts of Pipeline to obtain all authorizations and/or exemptions and supplements and amendments thereto necessary for Pipeline to construct, own, operate, and maintain the Project facilities and to provide the firm transportation service contemplated in this Precedent Agreement and to

perform its obligations as contemplated by this Precedent Agreement (the Parties understand that this obligation applies to the period prior to the commencement of service under the Service Agreement, as specified in Paragraph 4 below, and does not prohibit Shipper from participating in proceedings at the FERC after service commences under the Service Agreement). Pipeline agrees to promptly notify Shipper in writing when Pipeline has received or obtained its certificate of public convenience and necessity from the Commission, as contemplated in this Paragraph 1, and whether such certificate is acceptable to Pipeline.

2. Within thirty (30) days after execution of this Precedent Agreement, Shipper will advise Pipeline in writing of: (i) any facilities which Shipper must construct, or cause to be constructed, in order for Shipper to utilize the firm transportation service contemplated in this Precedent Agreement; (ii) any necessary or desirable governmental, contractual and/or regulatory authorizations, approvals, certificates, permits and/or exemptions associated with the facilities identified pursuant to (i) above; and (iii) Shipper shall proceed with due diligence to obtain any required authorizations to be responsible for costs Shipper will incur pursuant to the Service Agreement, as defined in 2.(ii) and 2.(iii) above ("Shipper's Authorization"). Shipper agrees to notify Pipeline in writing within three (3) business days after Shipper has received Shipper's Authorization, and whether such authorization is acceptable to Shipper.

3. (A) To effectuate the firm transportation service contemplated herein, Shipper and Pipeline agree that, no later than thirty (30) days following the date on

which the Commission issues an order granting Pipeline a certificate of public convenience and necessity to construct the Project facilities, the Parties will execute a firm transportation service agreement (the "Service Agreement") which: (i) specifies a Maximum Daily Quantity ("MDQ") of _____ dekatherms per day ("Dth/d"), exclusive of fuel requirements; (ii) specifies a primary term of a minimum of fifteen (15) years commencing on the Service Commencement Date; (iii) specifies a primary point of receipt at Sabal's system, (iv) specifies a primary point(s) of delivery at _____, and (v) incorporates security requirements consistent with the provisions set forth in Paragraph 10 below. The rate that will apply to service under the Service Agreement shall be an NGA Section 7(c) initial rate, plus applicable fuel retainage and all other applicable usage charges, charges and surcharges, unless the parties otherwise mutually agree to a negotiated or discounted rate, in which such case such negotiated rate or discounted rate shall be stated in a separate agreement to be included and incorporated herein as Attachment A.

4. The expected commencement date for service is May 1, 2017 ("Expected Commencement Date") subject to satisfaction or waiver of all the conditions precedent set forth in Paragraph 7 of this Precedent Agreement. Pipeline shall notify Shipper that service under the Service Agreement will commence on a date certain, which date will be the later of (i) such date as agreed upon between Pipeline and Shipper; and (ii) the date that all of the conditions precedent set forth in Paragraph 7 of this Precedent Agreement are satisfied or waived (the "Service Commencement Date"). On and after the Service Commencement Date, Pipeline will stand ready to provide firm

transportation service for Shipper pursuant to the terms of the Service Agreement and Shipper will pay Pipeline for all applicable charges required by the Service Agreement.

5. Pipeline will undertake the design of facilities and any other preparatory actions necessary for Pipeline to complete and file its certificate application(s) with the Commission. Prior to satisfaction of the conditions precedent set forth in Paragraph 7 of this Precedent Agreement, Pipeline shall have the right, but not the obligation, to proceed with the necessary design of facilities, acquisition of materials, supplies, properties, rights-of-way and any other necessary preparations to implement the firm transportation service under the Service Agreement as contemplated in this Precedent Agreement.

6. Upon satisfaction of all of the conditions precedent set forth in Paragraph 7 of this Precedent Agreement (except for the condition set forth in Paragraphs 7(A)(vi) and 7(A(vii))), or waiver of the same by Pipeline or Shipper as applicable pursuant to the provisions of Paragraph 7, Pipeline shall proceed with due diligence to construct the authorized Project facilities and to implement the firm transportation service contemplated in this Precedent Agreement on or about the Expected Commencement Date. Notwithstanding Pipeline's due diligence, if Pipeline is unable to commence the firm transportation service for Shipper as contemplated herein by the Expected Commencement Date, Pipeline will continue to proceed with due diligence to complete arrangements for such firm transportation service, and commence the firm transportation service for Shipper at the earliest practicable date thereafter.

Pipeline will neither be liable in damages nor will this Precedent Agreement or the Service Agreement be subject to cancellation if Pipeline is unable to complete the construction of such authorized Project facilities and commence the firm transportation service contemplated herein by the Expected Commencement Date.

7. Commencement of service under the Service Agreement and Pipeline's and Shipper's rights and obligations under the Service Agreement are expressly made subject to satisfaction of the following conditions precedent:

(A) Conditions imposed by Pipeline (only Pipeline shall have the right to waive the conditions precedent set forth in Paragraph 7(A)):

- (i) FPL's receipt of a final non-appealable order for the Florida Public Service Commission that satisfies the applicable condition precedent relating thereto in the precedent agreement between Pipeline and FPL, or the waiver of such condition precedent, on or before June 1, 2014;
- (ii) Pipeline's receipt and acceptance by August 1, 2017 of all necessary certificates and authorizations from the Commission to construct, own, operate and maintain the Project facilities, as described in Pipeline's certificate application(s) as it may be amended from time to time, necessary to provide the firm

transportation service contemplated herein and in the Service Agreement;

- (iii) Pipeline's receipt by [_____] of approval from its Management Committee or similar governing body, in its sole discretion, to expend the capital necessary to construct the Project facilities to provide the firm transportation service contemplated herein;
- (iv) Pipeline's receipt of all necessary governmental authorizations, approvals, and permits required to construct the Project facilities necessary to provide the firm transportation service contemplated herein and in the Service Agreement other than those specified in Paragraph 7(A)(ii);
- (v) Pipeline's procurement of all necessary rights-of-way easements or permits in form and substance acceptable to Pipeline;
- (vi) Pipeline's completion of construction of the necessary Project facilities required to render firm transportation service for Shipper pursuant to the Service Agreement and Pipeline being ready and able to place such facilities into gas service;
- (vii) Sabal's completion of construction of its system in a matter that satisfies any obligation of Sabal to FPL and that further provides

Pipeline that capability to satisfy its obligations to Shipper hereunder and under the Service Agreement, and Sabal being authorized by the FERC to place such system into service.

All governmental authorizations, approvals, permits and/or exemptions that Pipeline is required to obtain must be issued in form and substance reasonably acceptable to Pipeline.

All governmental approvals that Pipeline is required by this Precedent Agreement to obtain must be duly granted by the Commission or other governmental agency or authority having jurisdiction, and must be final and no longer subject to rehearing or appeal; provided, however, Pipeline may waive the requirement that such authorization(s) and approval(s) be final and no longer subject to rehearing or appeal.

(B) Conditions imposed by Shipper (only Shipper shall have the right to waive the conditions precedent set forth in Paragraph 7(B)):

- (i) Shipper's receipt and acceptance on or before [_____] of all Shipper Authorizations;
- (ii) Pipeline's receipt and acceptance by December 31, 2017 of all necessary certificates and authorizations from the Commission to construct, own, operate and maintain the Project facilities, as described in Pipeline's certificate application(s) as it may be

amended from time to time, necessary to provide the firm transportation service contemplated herein and in the Service Agreement;

- (iii) The certificates and authorizations from the Commission to construct, own, operate and maintain the Project do not contain conditions that have a material adverse effect on Shipper (for the purposes of this condition precedent, if such certificates and authorizations are materially consistent with the rights and obligations of Shipper under this Precedent Agreement, they shall be deemed not to have a material adverse consent on Shipper);
- (iv) Sabal's completion of construction of its system in a matter that provides Pipeline that capability to satisfy its obligations to Shipper hereunder and under the Service Agreement, and Sabal being authorized by the FERC to place such system into service.

Shipper shall notify Pipeline in writing not later than fifteen (15) days after Pipeline delivers Shipper copies of the Commission certificate(s), authorization(s) and approval(s) Paragraph 7(b)(iii) of this Precedent Agreement if Shipper believes that such certificate(s), authorization(s) and approval(s) contain a condition that has a material adverse effect on Shipper. Failure to provide such notification within such fifteen (15) day period shall constitute a waiver of such condition precedent and a deemed agreement by Shipper that such

certificate(s), authorization(s) and approval(s) do not contain any condition that has a material adverse effect on Shipper.

8. If Shipper (i) terminates this Precedent Agreement for any reason; (ii) otherwise fails to perform, in whole or in part, its material duties and obligations hereunder; or (iii) during the term of this Precedent Agreement, interferes with or obstructs the receipt by Pipeline of the authorizations and/or exemptions contemplated by and consistent with this Precedent Agreement as requested by Pipeline and, as a result of such actions by Shipper, Pipeline does not receive the authorizations and/or exemptions in form and substance as requested by Pipeline or does not receive such authorizations and/or exemptions at all, then Shipper shall, at the option and election of Pipeline, reimburse Pipeline for Shipper's proportionate share (as prorated based on initial MDQs among all shippers taking actions described in this Paragraph 8) of Pipeline's costs incurred, accrued, allocated to, or for which Pipeline is contractually obligated to pay, including, without limitation, the tax liability, if any, to Pipeline associated with its receipt of such reimbursement amount, in conjunction with its efforts to satisfy its obligations under this Precedent Agreement ("Pre-service Costs"). Pre-service Costs will include, but will not be limited to, those expenditures and/or costs incurred, accrued, allocated to, or for which Pipeline is contractually obligated to pay associated with engineering, construction, materials and equipment, environmental, regulatory, and/or legal activities, allowance for funds used during construction, negative salvage, internal overhead and administration and any other costs incurred in

furtherance of Pipeline's efforts to satisfy its obligations under this Precedent Agreement.

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS PRECEDENT AGREEMENT (INCLUDING THE REPAYMENT OF PRE-SERVICE COSTS) SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH

NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

9. (A) If the conditions precedent set forth in Paragraph 7 of this Precedent Agreement have not been fully satisfied, or waived by Pipeline or Shipper as applicable pursuant to the terms of Paragraph 7, by the earlier of the applicable dates specified therein or within two (2) years after the Expected Commencement Date and this Precedent Agreement has not been terminated pursuant to Paragraphs 9(B) or 9(C) hereof, then either Pipeline or Shipper may thereafter terminate this Precedent Agreement (and the Service Agreement, if executed) by giving ninety (90) days prior written notice of its intention to terminate to the non-terminating Party; provided, however, if the conditions precedent are satisfied, or waived by Pipeline or Shipper, as applicable, within such ninety (90) day notice period, then termination of such agreements will not be effective.

(B) Notwithstanding any other provision in this Precedent Agreement and in addition to the provisions of Paragraph 9(A) of this Precedent Agreement, Pipeline may terminate this Precedent Agreement at any time upon fifteen (15) days

prior written notice to the other Party hereto if: (i) Pipeline, in its sole discretion, determines for any reason that the Project contemplated herein is no longer economically viable, or (ii) if substantially all of the other precedent agreements, service agreements or other contractual arrangements for the firm service to be made available by the Project are terminated, other than by reason of commencement of service.

(C) If this Precedent Agreement is not terminated pursuant to Paragraph 9(A) or 9(B) of this Precedent Agreement, then this Precedent Agreement will terminate by its express terms on the Service Commencement Date, and thereafter Pipeline's and Shipper's rights and obligations related to the transportation transaction contemplated herein shall be determined pursuant to the terms and conditions of such Service Agreement and Pipeline's Tariff, as effective from time to time; provided, however, any provision in this Precedent Agreement which by its stated terms survives the termination of this Precedent Agreement shall continue in effect as expressly set forth in this Precedent Agreement.

10. Shipper commits that it can and will satisfy one of the following creditworthiness requirements set forth in Paragraph 10 and that, upon request by Transporter, Shipper shall provide evidence to Transporter of same within seven (7) business days after such request.

A Shipper (or any entity that provides a guaranty, in a form acceptable to Transporter, that guarantees all of Shipper's obligations under the Precedent Agreement, Service Agreement and Negotiated Rate Agreement, if applicable, for the

primary term of the Service Agreement (for the purposes of this Paragraph 10, Shipper and its guarantor are collectively referred to herein as “Shipper”)) has a credit rating for its long-term senior unsecured debt from Moody's Investors Service, Inc. of Baa3 or higher and from Standard & Poor's of BBB- or higher (if Shipper is rated by only one rating agency, then Shipper shall be creditworthy if it has a credit rating as described above from the agency by which it is rated). In the event that Shipper meets the requirement contained in the immediately preceding sentence initially, but is later downgraded below such credit rating(s), Shipper will be required to meet one of the requirements in Paragraph 10.B.

(B) At any time and from time to time that Shipper does not meet the requirements set forth in the first sentence of Paragraph 10.A Shipper will be accepted as creditworthy by Transporter if (i) Transporter determines that, notwithstanding the absence of an acceptable credit rating, the financial position of Shipper is acceptable to Transporter, or (ii) Shipper provides an irrevocable letter of credit or other security in such amounts and with such other terms and conditions as shall be reasonably acceptable to Transporter.

(C) Except for the collateral provisions of Transporter's Tariff, the creditworthiness provisions of Transporter's Tariff shall apply to the Service Agreement. If Shipper releases its capacity under the Service Agreement by capacity release, any replacement shipper shall be required to satisfy the provisions of this Paragraph 10.

(C) This Paragraph 10 shall survive the termination of the Precedent Agreement and shall remain in effect until the Service Agreement terminates in accordance with its terms.

11. Shipper represents and warrants that (i) it is duly organized and validly existing under the laws of the State of [_____] and has all requisite legal power and authority to execute this Precedent Agreement and carry out the terms, conditions and provisions thereof; (ii) this Precedent Agreement constitutes the valid, legal and binding obligation of Shipper, enforceable in accordance with the terms hereof; (iii) there are no actions, suits or proceedings pending or, to Shipper's knowledge, threatened against or affecting Shipper before any Court or administrative body that might materially adversely affect the ability of Shipper to meet and carry out its obligations hereunder; (iv) the execution and delivery by Shipper of this Precedent Agreement has been duly authorized by all requisite corporate action; and (v) to the extent not already satisfied by Shipper's compliance with its obligations under Paragraph 10, upon execution and delivery of the Service Agreement, Shipper shall satisfy all of the creditworthiness requirements of Pipeline's FERC Gas Tariff, as it may be amended from time to time.

12. This Precedent Agreement may not be modified or amended unless the Parties execute written agreements to that effect.

13. Any company which succeeds by purchase, merger, or consolidation of title to the properties, substantially as an entirety, of Pipeline or Shipper, will be entitled

to the rights and will be subject to the obligations of its predecessor in title under this Precedent Agreement. Otherwise, unless as expressly set forth in this Precedent Agreement, neither Shipper nor Pipeline may assign any of its rights or obligations under this Precedent Agreement without the prior written consent of the other Party hereto except as provided below.

(a) Shipper may, upon notice to Pipeline but without the need for Pipeline's consent, assign all or part of its right, interest and obligations under this Agreement to any wholly-owned affiliate(s) of Shipper that has a credit rating from a nationally recognized credit rating agency equal to or better than Shipper's but in no event less than investment grade (or that has provided a guarantee in Pipeline's favor from an affiliated entity with such a rating).

(b) In the event of a sale of any of Shipper's facilities which are supplied gas through the Pipeline's gas transmission system, Shipper may, upon notice to Pipeline and without Pipeline's consent, assign all or part of its right, interest and obligations under this Agreement (except for the assignment rights under this subparagraph (b)) to any third party (or parties) that: (i) has a credit rating from a nationally recognized credit rating agency equal to or better than Shipper's but in no event less than investment grade, and (ii) purchases said generating unit or units.

14. Nothing herein expressed or implied is intended or shall be constructed to confer upon or give to any person not a Party hereto any rights, remedies, or obligations under or by reason of this Precedent Agreement.

15. Each and every provision of this Precedent Agreement shall be considered as prepared through the joint efforts of the Parties and shall not be construed against either Party as a result of the preparation or drafting thereof. It is expressly agreed that no consideration shall be given or presumption made on the basis of who drafted this Precedent Agreement or any specific provision hereof. If a court of competent jurisdiction declares any provision of this Precedent Agreement unenforceable, then that provision shall be severed from this Precedent Agreement, which shall otherwise remain in full force and effect and be construed as if it did not contain the severed provision; provided, however, that if severing such provision from this Precedent Agreement has a material adverse effect on the rights or obligations of either Party as set forth in this Precedent Agreement, then the Parties agree to negotiate in good faith replacement terms that are consistent with the court's declaration or directive and that maintain the relative commercial, legal and economic benefits and positions of, and risks and burdens to, the Parties as reasonably anticipated in or to be derived from this Precedent Agreement as of the date first set forth above.

16. The recitals and representations appearing first above are hereby incorporated in and made a part of this Precedent Agreement.

17. THIS PRECEDENT AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD FOR ANY CONFLICT OF LAW RULES THAT MAY REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, OR, IF SUCH COURT DECLINES TO EXERCISE OR DOES NOT HAVE JURISDICTION, IN THE COURTS OF THE STATE OF FLORIDA LOCATED IN PALM BEACH COUNTY, AND TO SERVICE OF PROCESS BY CERTIFIED MAIL, DELIVERED TO THE PARTY AT THE ADDRESS SET FORTH ABOVE. IN ADDITION, EACH PARTY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE FOR ANY SUCH SUIT, ACTION OR PROCEEDING RELATING TO THIS PRECEDENT AGREEMENT, WAIVES ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING RELATING TO THIS PRECEDENT AGREEMENT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, AND FURTHER WAIVES THE RIGHT TO OBJECT, WITH RESPECT TO SUCH SUIT, ACTION OR PROCEEDING RELATING TO THIS PRECEDENT AGREEMENT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER IT.

18. Any notice, request, demand, statement, or bill provided for in this Precedent Agreement, or any notice that either Party desires to give to the other, must be in writing and will be considered duly delivered when delivered by registered or

certified mail or nationally recognized overnight courier service to the other Party's address set forth below:

Pipeline: Florida Southeast Connection
700 Universe Blvd.
Juno Beach, Florida, 33408
Email:
Telephone:
Attention: Director, Development

Shipper: Shipper Name:
Street:
City, State, Zip:
Email:
Telephone:
Attention:

or at such other address as either Party designates by written notice.

Routine communications including, without limitation, monthly statements, will be considered duly delivered when delivered by (i) registered, certified, or ordinary mail, (ii) facsimile, or (iii) electronic mail.

19. Except to the extent required by law or regulation, no publication concerning this Agreement shall be made by either Party hereto without the written permission of the other Party (for the purpose of this Precedent Agreement, the term publication means a publicly available disclosure in the form of a press release or a release or interview with an industry publication, such as Gas Daily); provided, however, Shipper agrees, by execution of this Precedent Agreement, that Pipeline shall have the right with Shipper's written consent, after [_____, 2____], to issue a press release

or any other form of publicly available disclosure, whether oral or in writing, indicating that Pipeline has secured an aggregate quantity of contracts for subscription of Pipeline's services that will support Pipeline's continued prosecution of the Project. Notwithstanding the foregoing, Shipper agrees that Pipeline, in its ongoing development efforts related to the Project, shall also have the right to disclose to other potential shippers that Pipeline and Shipper have entered into a precedent agreement for the Project. Otherwise, Pipeline agrees not to disclose any terms and conditions of this Precedent Agreement to any other party without Shipper's prior written consent.

20. During the period commencing on the date this Precedent Agreement is fully executed and continuing through the earlier of (i) the date Shipper receives Shipper's Authorization or (ii) the date this Precedent Agreement is terminated for any reason other than for commencement of service under the Service Agreement, Shipper agrees not to continue or enter into any discussions or negotiations with any other party for firm transportation service with a firm delivery point in Florida that Pipeline will serve Shipper by herein and either Party hereto, pursuant to Paragraph 9(A) of this Precedent Agreement, has provided written notice to terminate this Precedent Agreement, then Shipper shall not have any further obligation under this Paragraph 20 of this Precedent Agreement.

21. EACH PARTY HERETO EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY JUDICIAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ACKNOWLEDGES THAT THIS WAIVER IS A

MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THIS AGREEMENT.

22. Rules of Interpretation.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Precedent Agreement have the meanings specified in this Precedent Agreement (b) the gender of all words used herein shall include the masculine, feminine and neuter and the singular shall include the plural; (c) unless otherwise specified, references to "Paragraphs," "Attachments," "Annexes," "Appendices" or "Exhibits" (if any) shall be to Paragraphs, attachments, annexes, appendices or exhibits (if any) of this Precedent Agreement, as the same may be amended, modified, supplemented or replaced from time to time hereunder; (d) all references to a person shall include a reference to such person's successors and permitted assigns; (e) the words "herein," "hereof" and "hereunder" shall refer to this Precedent Agreement as a whole and not to any particular Paragraph, subparagraph attachment, annex, appendices or exhibit of this Precedent Agreement; (f) all accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied; (g) references to this Precedent Agreement shall include a reference to all attachments, appendices, annexes, schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time; (h) references to any agreement, document or instrument shall mean a reference to such agreement,

document or instrument as the same may be amended, modified, supplemented or replaced from time to time; (i) the use of the word “including” in this Precedent Agreement to refer to specific examples shall be construed to mean “including, without limitation” or “including but not limited to” and shall not be construed to mean that the examples given are an exclusive list of the topics covered; (j) references to a law or regulation shall mean a reference to such law or regulation as the same may be amended, modified, supplemented or restated and be in effect from time to time; and (k) the headings contained herein are used solely for convenience and do not constitute a part of this Precedent Agreement nor should they be used to aid in any manner to construe or interpret this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Precedent Agreement to be duly executed by their duly authorized officers as of the day and year first above written.

Florida Southeast Connection, LLC

Shipper Name

By: _____

By: _____

Title: _____

Title: _____