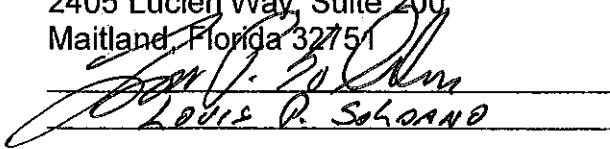


This Document Prepared By
Right of Way Department
Florida Gas Transmission Company, LLC
2405 Lucien Way, Suite 200
Maitland, Florida 32751



LOUIS R. SOLANO

Grantee:
Florida Gas Transmission Company, LLC
1300 Main Street
Houston, Texas 77002

NATURAL GAS PIPELINE EASEMENT AGREEMENT

WHEREAS, Florida Gas Transmission Company, LLC (hereinafter "FLORIDA GAS" or "FGT"), is an interstate natural gas pipeline company operating a natural gas pipeline system in the State of Florida ("Pipeline Facilities"), which pipeline system is located, in part within the right-of-way of Florida's Turnpike pursuant to the applicable provisions of the Agreement dated October 10, 1958, the Easement and Right-of-Way Agreement dated December 14, 1967, the Amendment to Easement and Right-of-Way Agreement dated December 22, 1987, and the Stipulation of Settlement executed in January 2011 (such documents, collectively, "Original Turnpike Easements," and the facilities located therein as more specifically described in paragraph 3, "Turnpike Easement Facilities"); and

WHEREAS, State of Florida, Department of Transportation (hereinafter, "FDOT") is the State Agency responsible for the planning, construction, maintenance, and operation of the State Highway System which includes the Florida's Turnpike; and

WHEREAS, FLORIDA GAS anticipates the operation, maintenance, repair, replacement, construction, and expansion of improvements to its Turnpike Easement Facilities and FDOT anticipates the operation, maintenance, repair, replacement, construction and expansion of the State Highway System, including, but not limited to the Florida's Turnpike; and

WHEREAS, FLORIDA GAS and FDOT (the "Parties" and each a "Party") desire to modify and harmonize the Original Turnpike Easements as more fully described herein; and

WHEREAS, FLORIDA GAS and FDOT desire to grant and convey to each other the interests in land described herein, upon such terms and conditions as described herein,

NOW THEREFORE, in consideration of the promises, premises and covenants exchanged herein, and for other good and valuable consideration exchanged between FLORIDA GAS and FDOT, FLORIDA GAS, on its own behalf, and on behalf of its successors and assigns, together with FDOT, on its own behalf, and on behalf of its successors and assigns, do agree as follows:

1. Effective Date. This **Natural Gas Pipeline Easement Agreement** (“**Substitute Easement**” or “**Substitute Easement Agreement**”) is effective as of the 21st day of August, 2013 (“Effective Date”).

2. Superseded Rights; Reversion Upon Termination. Except as otherwise explicitly stated herein, FLORIDA GAS and FDOT intend the interests and rights described, granted and exchanged herein to supersede and wholly replace the Turnpike Easements as of the Effective Date until termination of the Substitute Easement Agreement. As of the Effective Date, the Turnpike Easements shall be suspended but not terminated and the Parties shall be governed by the terms set out herein without regard to the terms of the Original Turnpike Easements. However, upon termination of the Agreement and Global Settlement between FDOT and FLORIDA GAS entered into simultaneously herewith (“Global Settlement”), this Substitute Easement Agreement will terminate and the Original Turnpike Easements and the terms thereof shall again govern the rights of the Parties as if the Original Turnpike Easements had never been suspended; provided further that any actions taken by FDOT or FLORIDA GAS under and in accordance with this Substitute Easement Agreement during the term thereof, including, but not limited to, alterations or relocations of any Turnpike Easement Facilities shall be deemed authorized under the Original Turnpike Easements.

3. Use of Easement by FLORIDA GAS. FDOT grants this Substitute Easement to FLORIDA GAS, its successors and assigns for the purposes of constructing, laying, maintaining, operating, repairing, altering, removing, changing the size of and replacing pipelines, fittings, tieovers, valves, gate valve installations, service connections for lateral lines, appurtenances thereunto, and cathodic protection devices and equipment (collectively, “Turnpike Easement Facilities”) for the transportation of gaseous hydrocarbons through the lands, as described on Exhibit “A” and subject to the limitations described on Exhibit “A.” It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the right, title and interest of the FDOT in and to the land to be entered upon and used by FGT, which said right, title and interest is the ownership in fee simple of all the real property used in connection

with the Florida's Turnpike except approximately one mile of land through the Seminole Indian Reservation in the County of Broward, State of Florida; and, except certain State and County road crossings and ditch, stream, canal and railroad crossings. Notwithstanding the above, the Parties agree that (i) FLORIDA GAS shall not be entitled to increase the size of any mainline pipeline within the Substitute Easement except the 18-inch pipeline, and (ii) FLORIDA GAS shall not be entitled to increase the number of natural gas mainline transmission pipelines that exist in the Substitute Easement as of the Effective Date. It is the express intent of FLORIDA GAS and FDOT that the existing Turnpike Easement Facilities be subsumed in the description of the Turnpike Easement Facilities set forth in this section.

4. Specified Width. The Substitute Easement Agreement will have a Specified Width in the existing Turnpike right-of-way in the area of the Turnpike Easement Facilities as follows:

a. fifteen (15) feet unencumbered and free of obstructions measured from both outer edges of a single pipeline or lateral the size of nine inches internal diameter or greater, plus an additional twenty-five (25) feet of temporary workspace on one side of the fifteen (15) feet, which shall be free of MSE walls, barrier walls, sound walls, bridge piers, box culverts, and standing bodies of water. Any other structure or facility, including, but not limited to, pavement, guard rails, signs, and drainage structures that are not box culverts, may be located in the additional temporary workspace ("TWS Removable Structures");

b. five (5) feet unencumbered and free of obstructions measured from both outer edges of a single lateral less than nine inches internal diameter, plus an additional ten (10) feet of temporary workspace on one side of the five (5) feet, which shall be free of MSE walls, barrier walls, sound walls, bridge piers, box culverts, and standing bodies of water. Any TWS Removable Structures may be located in the additional temporary workspace;

c. sixty (60) feet unencumbered and free of obstructions for two pipelines, measured from the centerline between the two pipelines;

d. seventy-five (75) feet unencumbered and free of obstructions for three pipelines, measured from the centerline between the two outer pipelines.

e. For pipelines at those locations where the width between two pipelines is greater than thirty (30) feet, and for three pipelines where the width between the centerline of the two outermost pipelines is greater than forty five (45) feet, such

pipelines shall constitute single pipelines under paragraph a. for the purposes of establishing the Specified Width; provided, however, pipelines that are equal to or less than thirty (30) feet apart measured from the center line of the two pipelines shall be treated as two pipelines under paragraph c. above.

f. In the event that FLORIDA GAS requests temporary workspace outside the Specified Widths described above, the Parties agree to use their reasonable best efforts to locate and utilize such space to the extent available within the right-of-way of Florida's Turnpike.

g. Temporary Removal.

(i) Upon FLORIDA GAS's request, FDOT will temporarily remove structures or facilities within the Specified Width that are readily removable, including, but not limited to, pavement, guard rails, signs, and drainage structures, but excluding MSE walls, barrier walls, sound walls, bridge piers, box culverts, and standing bodies of water, so FLORIDA GAS may access the Turnpike Easement Facilities.

(ii) The cost of removal and replacement of structures or facilities installed within the Specified Width after the Effective Date shall be borne by FDOT unless such structures are in temporary workspace, in which event the costs shall be split equally between the Parties. The cost of removal and replacement of structures or facilities installed prior to the Effective Date shall be borne by FLORIDA GAS. FLORIDA GAS will pay for the removal and replacement of structures or facilities within any temporary workspace described in paragraph 4(f) above.

(iii) Existing structures or facilities that are altered or changed after the Effective Date shall be considered to be new, and the cost of removal and replacement shall be the same as for new structures or facilities; provided, however, a structure or facility shall not be considered altered or changed if the footprint of the structure or facility after any repair to, or maintenance or resurfacing of, the structure or facility does not change and further, so long as (1) the structure or facility is not moved or widened, (2) in the event the structure or facility is replaced, it is of the same nature and quality, and (3) any changes in height or depth of the structure or facility were approved by FLORIDA GAS, which approval shall not be unreasonably withheld.

(iv) Upon the request of FGT and the approval of the FDOT, which approval shall not be unreasonably withheld, and shall be based upon considerations of (1) the impact of the temporary removal on the traveling public, (2) the length of time of the temporary removal and (3) the timing of the temporary removal, FDOT shall temporarily remove FDOT structures that are not readily removable so FLORIDA GAS may access the Turnpike Easement Facilities; provided, however, the approval of FGT's request to temporarily remove existing bridge piers and MSE walls shall be within FDOT's sole discretion. If any such not readily removable structure is removed, the structure shall be replaced at its original location unless the Chief Engineer of the FDOT and the Vice President of Operations of FGT determine a different replacement location. Removal and replacement of such structures shall be at FGT's sole cost and FGT shall pay FDOT for all costs incurred by FDOT arising out of or related to the temporary removal of the FDOT structure including, but not limited to, lost toll revenue.

h. Notwithstanding anything else in this Agreement or elsewhere, FDOT is not required to obtain new right-of-way to achieve the Specified Widths set out in paragraphs 4.a. – 4.e. For example, where the centerline of two pipelines is twenty-five (25) feet from the right-of-way line, the Specified Width is twenty-five (25) feet from the centerline to the right-of-way line on that side and thirty (30) feet from the centerline on the other side. This sub-paragraph h has no effect on FDOT's obligation to provide Suitable Locations with the widths set forth in paragraph 5.b.

5. Triggering Event.

a. FLORIDA GAS's receipt of ninety percent (90%) plans, or their equivalent, that call for an FDOT improvement, except for TWS Removable Structures, to be constructed within the Specified Width shall be a "Triggering Event". FDOT improvements that are presently constructed within the Specified Width as of the date of this Substitute Easement Agreement are "Exempt Improvements." The presence of an Exempt Improvement is not a Triggering Event. Repairs to or maintenance or resurfacing of Exempt Improvements are not Triggering Events so long as the footprint of the Exempt Improvement after the repair, maintenance, or resurfacing is the same as or less than the footprint of the Exempt Improvement as of the date of this Substitute Easement Agreement and further, so long as (1) the improvement is not moved or widened, (2) in the event the improvement is replaced, the improvement is of the same nature and quality, and (3) and any changes in height or depth of the improvement are subject to FLORIDA GAS approval, which approval shall not be unreasonably withheld.

b. Within ninety (90) days of a Triggering Event, FLORIDA GAS may, in its sole discretion, notify the FDOT that relocation of the affected Turnpike Easement Facility to a Suitable Location is necessary. In the event FGT determines that a relocation is not necessary, it shall not affect the sole discretion of FGT in any subsequent Triggering Event. "Suitable Location" shall mean the nearest practical location to FGT's existing Pipeline Facilities that is outside the right-of-way of Florida's Turnpike and is, in FGT's sole discretion: (1) unencumbered and free of obstructions and (2) substantially equivalent to the existing Turnpike Easement Facility location for the purpose of Pipeline Operations. The width of each Suitable Location shall be fifty (50) feet for one relocated pipeline, with appurtenances; sixty (60) feet for two relocated pipelines, with appurtenances; and seventy-five (75) feet for three relocated pipelines, with appurtenances. FDOT shall have no obligation to provide additional temporary workspace for such relocations. If FGT determines that the proposed replacement location is not substantially equivalent to the existing Turnpike Easement Facility Location for the purposes of Pipeline Operations, FGT will select the location of the Suitable Location that is outside the right-of-way of Florida's Turnpike. Where FGT's relocated Turnpike Easement Facilities or FGT's relocated Permitted Facilities cross roads, railroad facilities, ditches, streams, and canals, FGT will secure appropriate permits. For the purposes of this paragraph, "Pipeline Operations" shall mean constructing, maintaining, operating, inspecting, repairing, replacing, changing the size of, relocating or removing a pipeline or pipelines and surface and subsurface appurtenances for the transportation of natural gas on, under, above, across and through the Substitute Easement.

c. In the event a Triggering Event occurs and FGT determines a relocation is necessary, to the extent a lateral requires relocation within the Substitute Easement, the Parties shall agree upon the location of the lateral and the method of construction.

d. In the event a Triggering Event occurs and FGT determines a relocation is necessary, FDOT and FGT agree that each will be responsible for fifty percent (50%) of the Relocation Costs and Right-of-Way Acquisition Costs (both as defined below) attributable to the relocation of the Turnpike Easement Facilities; provided, however, that nothing herein shall limit any other independent right of FGT to obtain reimbursement for the cost of relocation of such Turnpike Easement Facilities. Once FGT has relocated a lateral and/or lateral related facilities as the result of a Triggering Event, FDOT shall pay all costs of any subsequent relocation of the same lateral related facilities as a result of a subsequent Triggering Event.

e. "Relocation Costs" include, but are not limited to, costs and expenses relating to the design and construction of relocating Turnpike Easement Facilities, re-

engineering and redesign of Turnpike Easement Facilities, all permits or other regulatory approvals associated with the relocation, including the cost of environmental, threatened and endangered species, archeological and other surveys or studies required to obtain such permits, all boundary, pipeline and other civil surveys, the preparation of all engineering drawings, spreadsheets, alignment sheets, certified plats, sketches and right of way maps, or other necessary documents depicting the relocation of Turnpike Easement Facilities for any purpose, material procurement, construction and inspection, maintenance of traffic, insurance, gas loss, Allowance for Funds Used during Construction ("AFUDC"), overhead, and all other expenses associated with the relocation of the Turnpike Easement Facilities including abandonment of existing Turnpike Easement Facilities, and the net present value of increased operational and maintenance costs, including those necessitated by any class change or change in High Consequence Area designation; provided, however, that FDOT will not be responsible for the cost of any Betterment of Turnpike Easement Facilities. The increased operational and maintenance costs shall be determined by using a period of one hundred (100) years and a discount factor of five percent (5%). Relocation Costs do not include Right-of-Way Acquisition Costs.

f. "Right-of-Way Acquisition Costs" shall be defined to include all costs and expenses of acquiring or attempting to acquire new right-of-way, including, but not limited to, all actual expenses associated with landowner compensation in connection with the negotiation and acquisition of a voluntary easement, appraisal, survey and other expert fees and expenses, severance, business and other damages, attorney and paralegal fees and expenses, documentary stamp and recording fees, title investigations and searches, court costs and all other costs associated with the voluntary or involuntary acquisition.

g. "Betterment" shall mean the amount of increased capacity certificated by the FERC with respect to the FGT system as a result of the relocation and/or adjustment of the Turnpike Easement Facilities, and any salvage value derived from the relocated and/or adjusted Turnpike Easement Facilities.

6. Selection of Suitable Location. FGT shall determine whether FGT or FDOT will acquire the Suitable Location outside of the right-of-way of Florida's Turnpike.

a. If FGT selects the FDOT to acquire the Suitable Location, the FDOT shall acquire the Suitable Location with the same substantive terms and conditions as those contained in Exhibit B. Within thirty (30) days of FGT's receipt of (i) proof of vesting in FGT of title to the Suitable Turnpike Replacement Location, (ii) an invoice from FDOT with customary supporting documentation, and (iii) a standard Florida Form ALTA

Marketability owner's title insurance policy in the amount of the fair market value of the Suitable Turnpike Replacement Location insuring FGT's interest in the Suitable Turnpike Replacement Location, FGT shall reimburse fifty percent (50%) of the Right-of-Way Acquisition Costs FDOT incurs for acquiring the Suitable Turnpike Replacement Location.

b. If FGT acquires the Suitable Location, the FDOT shall reimburse FGT fifty percent (50%) of the Right-of-Way Acquisition Costs that FGT incurs for acquiring the Suitable Location. FGT shall acquire the Suitable Location with the same substantive terms and conditions as those contained in attachment Exhibit B.

c. In the event that FGT selects the FDOT to acquire the Suitable Location and it is determined by a court of competent jurisdiction that FDOT does not have the authority to acquire the Suitable Location by the exercise of eminent domain authority, and the FDOT is unable to obtain the new right-of-way by negotiated easement agreement or by eminent domain proceedings, then FGT may obtain the Suitable Location by negotiated easement agreement or by using FGT's eminent domain authority. FDOT shall reimburse FGT for fifty percent (50%) of the Right-of-Way Acquisition costs FGT incurs for acquiring the Suitable Location.

d. FDOT agrees it shall not seek any money damages from FGT associated with any delay resulting from the failure to or delay in obtaining a Suitable Location.

7. Abandonment. FLORIDA GAS shall abandon and relinquish any rights in any Turnpike Easement Facility relocated under this Substitute Easement Agreement, except for laterals and lateral-related facilities, relocated within Florida's Turnpike right-of-way. FLORIDA GAS will have no right to replace or upgrade any such abandoned facility unless agreed to by FDOT. Any abandonment of a particular Turnpike Easement Facility at a particular location shall not be an abandonment of any rights to any other Turnpike Easement Facilities at any other location. There can be no Triggering Event for such abandoned facilities and the Original Turnpike Easements and this Substitute Easement Agreement will be amended to reflect such abandonment. In any instance in which FLORIDA GAS abandons a pipeline segment located in Florida's Turnpike right-of-way, including without limitation the pipeline which is the subject of the Stipulation of Settlement executed in January 2011, FDOT will not object to FLORIDA GAS abandoning such pipeline in place, as long as such abandoned pipeline does not materially interfere with FDOT's use of such right-of-way. If left in place, the method of abandonment shall be accomplished by filling such abandoned pipeline with grout, inert gas, or water.

8. Alteration of Turnpike Easement Facilities.

a. Within the Specified Width. Except for temporary workspace, within the Specified Width FGT shall provide FDOT with prior notice of construction of new facilities that alter the existing Turnpike Easement Facilities ("Alteration Facilities") and submit MOT plans in compliance with the FDOT Utility Accommodation Manual ("UAM"), if required, which plans shall be approved by the FDOT within thirty (30) days. The construction of Alteration Facilities shall comply with FDOT criteria for structures required to protect the traveling public and FDOT's infrastructure and subject to FDOT approval; provided, however, FDOT approval shall be limited to the structure required to be installed to protect the traveling public and FDOT's infrastructure from the Alteration Facility, and not the location or type of Alteration Facility. The Parties agree to coordinate and agree upon the start date of construction under the MOT, if an MOT is required.

b. Outside of the Specified Width. Except as provided in 8.a., the Parties shall agree upon the location of the Alteration Facility and the method of construction. FGT shall not cut existing pavement unless, in the determination of FGT, there is no other operationally prudent and feasible alternative; provided, however, in no event shall FGT conduct excavation with trenches in the mainline travel lanes of Florida's Turnpike. Further, the Parties shall mutually agree as to the amount of existing pavement that must be removed. FGT shall submit MOT plans in compliance with the FDOT UAM, if required, which plans shall be approved by the FDOT within thirty (30) days. The Parties agree to coordinate and agree upon the start date of construction under the MOT, if an MOT is required.

c. Emergency. Notwithstanding the foregoing, in the event of an Emergency, FGT shall not be required to comply with the provisions of paragraphs 8.a. and 8.b. For purposes of this paragraph, "Emergency" is defined as any situation demanding immediate corrective action and which may (1) involve either endangerment of human life or FGT, FDOT or public property damage or (2) affect normal service to FGT customers. FGT shall determine what constitutes an Emergency. Emergencies include, but are not limited to the following: (i) Leaking or blowing gas near or leaking water from a hydrotest involving a pipeline or pipeline facility; (ii) Gas detected inside or near a building (detection by odor, sound, visually, or with an instrument); (iii) Fire located near or directly involving a pipeline or pipeline facility; (iv) An explosion near or directly involving a pipeline or pipeline facility; (v) Substantial service interruptions to a pipeline or pipeline facility; (vi) Release or spill of a hazardous substance causing, or likely to cause, an environmental impact; (vii) Potential pipeline events such as those listed above due to natural disasters; (viii) Civil disturbances or other acts affecting physical

security that could disrupt operations (such as vandalism, arson, bomb threats, kidnapping, biological threats, public confrontations or riots); (ix) Any unusual situation whereby human life or significant property is endangered. FGT shall notify FDOT of the Emergency as soon as practicable. Removal of FDOT structures necessary to respond to an Emergency ("Emergency Removal") shall be limited to ninety (90) days, unless FDOT agrees to a longer time, at which time the removed FDOT structures shall be replaced at their original location unless the Chief Engineer of the FDOT and the Vice President of Operations of FGT determine a different replacement location. FGT will bear 100% of the costs of Emergency Removal of FDOT facilities outside the Specified Width and will bear 100% of the costs of replacing such facilities. The cost of Emergency Removal of FDOT facilities within the Specified Width, and the cost of replacing such facilities, shall be as provided in paragraph 4.g. Except as set forth herein, in all Emergencies, FGT shall pay FDOT for all costs incurred by FDOT arising out of or related to the Emergency Removal of FDOT structures, including, but not limited to, lost toll revenue.

9. Maintenance of Traffic. FDOT agrees in good faith to process MOT plans submitted by FLORIDA GAS to accommodate FLORIDA GAS's customary practices for construction, operation, repair, maintenance and removal of its Turnpike Easement Facilities and, upon request, to expedite approval of such plans. FDOT agrees to approve any proposed MOT plan no later than thirty (30) days after FDOT's receipt. If the FDOT does not approve within thirty (30) days, then the submittal shall be deemed approved. FLORIDA GAS's submittal of MOT plans shall comply with FDOT's UAM.

10. Right of Access by FLORIDA GAS. The rights herein granted include, without limitation, the right of ingress and egress to and from the property of the FDOT for the alteration, repair, maintenance and operation of said Turnpike Easement Facilities, at such points as shall be necessary and desirable in the opinion of FGT, provided that FGT and its contractors, equipment and vehicles shall be required to enter and leave only at public access points, existing gates and at other mutually agreed upon points. FGT shall pay all tolls for its use of the Florida's Turnpike.

11. Use of Easement by FDOT. FDOT may continue to use the Substitute Easement for any lawful purposes that are not inconsistent with the terms of this Agreement.

12. Construction by FLORIDA GAS.

a. FLORIDA GAS will bury the pipeline to provide a minimum cover of thirty-six inches (36"), except in rock where a minimum cover of twenty-four inches (24") will be provided.

b. Subject to FLORIDA GAS's easement rights and to the extent not inconsistent therewith, following any construction, FLORIDA GAS will restore the area disturbed by FGT to original contour and condition, as near as is reasonably practicable except for the surface beneath any above-ground Turnpike Easement Facilities.

13. General.

a. FLORIDA GAS's obligations under this Substitute Easement, including the relocation of any FLORIDA GAS Turnpike Easement Facilities, shall be subject to FLORIDA GAS obtaining all required regulatory approvals. FGT shall promptly seek all required regulatory approvals. FDOT agrees not to object to or contest any applications by FLORIDA GAS or its contractors for regulatory approval or processes associated with such regulatory approval necessitated by any such relocation unless FLORIDA GAS or its contractors submit an application to the FDOT.

b. All actual costs and expenses incurred by FLORIDA GAS that are the responsibility of FDOT under the terms of this Substitute Easement shall be paid by FDOT within forty (40) days after receipt by FDOT of an invoice and supporting data from FLORIDA GAS. FDOT shall have the right to audit the books and records of FLORIDA GAS pertaining to the invoice. FLORIDA GAS shall make such books and records available for inspection by FDOT upon reasonable notice in the offices of FLORIDA GAS located in Maitland, Florida. In the event that an FDOT audit is not conducted within a period of three (3) years from the date the final FLORIDA GAS invoice is submitted to FDOT, all costs and expenses included in such invoice shall be deemed to be accepted by FDOT. If FGT determines that a FDOT project requires further evaluation to determine whether a relocation of Turnpike Easement Facilities is necessary, the Parties shall execute a Cost Reimbursement Agreement in the form attached hereto as Exhibit C, for the preliminary engineering work necessary for FGT to make such determination. The Parties shall then execute additional Cost Reimbursement Agreement(s) for any relocation work that FGT determines is necessary prior to any such work being performed by FGT.

c. All actual costs and expenses incurred by FDOT that are the responsibility of FLORIDA GAS under the terms of this Easement shall be paid by FLORIDA GAS within forty (40) days after receipt by FLORIDA GAS of an invoice and supporting data

from FDOT. FLORIDA GAS shall have the right to audit the books and records of FDOT pertaining to the invoice. FDOT shall make such books and records available for inspection by FLORIDA GAS upon reasonable notice in the offices of FDOT. In the event that an FLORIDA GAS audit is not conducted within a period of three (3) years from the date the final FDOT invoice is submitted to FLORIDA GAS, all costs and expenses included in such invoice shall be deemed to be accepted by FLORIDA GAS.

d. FDOT will coordinate with FLORIDA GAS before reducing cover over any FLORIDA GAS Turnpike Easement Facilities and before using the area over any of FLORIDA GAS's Turnpike Easement Facilities for temporary construction space. The Parties agree that FDOT shall take no action to reduce cover from any FLORIDA GAS Turnpike Easement Facilities without written approval from FLORIDA GAS, which approval shall not be unreasonably withheld. In the event that FDOT requires use of any area over any of FLORIDA GAS's Turnpike Easement Facilities for temporary construction space, the FDOT shall be required to seek written approval from FLORIDA GAS, which shall not be unreasonably withheld. In the event that FLORIDA GAS approves any such use of the area over any of its Turnpike Easement Facilities, the FDOT agrees to abide by the most current version of applicable FLORIDA GAS engineering and construction specifications as well as any and all applicable FLORIDA GAS standard operating procedures.

e. This Substitute Easement Agreement shall be binding upon the Parties and their respective successors and assigns, and is made solely and specifically for their benefit. No other person shall have any rights, interest or claims under this Substitute Easement or be entitled to any benefits under or arising from this Substitute Easement as a third-party beneficiary, non-party transaction participant, or otherwise.

f. This Substitute Easement Agreement shall terminate upon the termination of the Global Settlement. Termination of this Substitute Easement Agreement shall not relieve either Party of the obligation to pay any amounts due the other party as of the date of termination. Upon termination of this Agreement, the Parties shall jointly execute and record the Notice of Termination attached as Exhibit D.

g. If either Party fails to require the other to perform any term of this Substitute Easement Agreement, that failure does not prevent the Party from later enforcing that term. If either Party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term.

h. Venue for any dispute arising out of this Substitute Easement will lie exclusively in the county where the facilities or project that is the subject of the dispute are located. This exclusive venue clause shall be interpreted as mandatory, as opposed to a permissive venue selection clause. FDOT agrees that this venue selection clause

acts as a waiver of its home venue privilege, and that the FDOT has the authority to consent to such a waiver. Absent a joint agreement to the contrary, both Parties are waiving the right to assert forum non conveniens to transfer any dispute to a jurisdiction other than the one where the facilities or project is located.

i. By entering into this Substitute Easement, the Parties do not relinquish any rights under applicable eminent domain laws or otherwise, except as is specifically provided herein.

j. FLORIDA GAS and FDOT agree not to claim as a defense in any action for injunctive relief or specific performance under this Substitute Easement that money damages are adequate to compensate for any claimed injury. FDOT and FLORIDA GAS retain the right to seek money damages as an alternative to injunctive relief and/or specific performance.

k. FLORIDA GAS may assign its easement rights in whole or in part, and FLORIDA GAS shall have the right and option to operate the Turnpike Easement Facilities for its own use or to lease, sell or assign any or all of the capacity of the Turnpike Easement Facilities or the rights thereto.

l. FLORIDA GAS assumes full responsibility and shall indemnify and save FDOT harmless from all claims, losses, expenses or suits for all injuries to or death of, any person or persons and for any damages to property which may in any way arise out of construction, maintenance, relocation, existence, operation, or removal or any Turnpike Easement Facility and shall, if requested by FDOT, defend on behalf of FDOT any suit brought against FDOT for any such damage, injury, or death.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the day and year indicated herein below.

WITNESSES:

Jennifer L. Parfitt
Printed Name: Jennifer L. Parfitt

**GRANTOR:
STATE OF FLORIDA, DEPARTMENT
OF TRANSPORTATION**

By Ananth Prasad
Name: ANANTH PRASAD, P.E.
Position: SECRETARY

Cecile M. Del Moral
Printed Name: Cecile M. Del Moral

Approved as to form and legality:
[Signature]
Department Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ^{23rd}~~24th~~ day of August, 2013, by Ananth Prasad, P.E., Secretary of the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida. He is personally known to me.



Notary Public

Name (Printed): _____

My Commission Expires:



NANCY R. JONES
MY COMMISSION # EE 010488
EXPIRES: August 10, 2014
Bonded Thru Budget Notary Services

WITNESSES:

**GRANTEE:
FLORIDA GAS TRANSMISSION
COMPANY, LLC**

Belinda L. Schmidt
Printed Name: Belinda L. Schmidt

[Signature]
Printed Name: Huslan Moroz

By L.T. Stone SR
Name: L.T. Stone
Position: Sr Vice President, operations

Approved as to form and legality:
Steph M. Moran

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 21st day of August, 2013, by L.T. Stone, Senior Vice President of Operations of the **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company. He is personally known to me.



Notary Public
Name (Printed): Keegan Farrell

My Commission Expires: October 23, 2013



EXHIBIT A

EXHIBIT A

The lands of FDOT's Florida's Turnpike, situated in the Counties of Orange, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade, State of Florida, described as follows:

Beginning at a point in Section 23, Township 35 South, Range 39 East, Saint Lucie County, Florida, at or upon the lands and premises owned or occupied by Florida's Turnpike, thence proceeding Southerly crossing in part the said Counties of Saint Lucie, Martin, Palm Beach, Broward and Miami-Dade, to the point of terminus of said Florida's Turnpike said point being approximately 145 feet North of State Road 826 (Palmetto Expressway) in Miami-Dade County, Florida;

ALSO, beginning at a point on the East boundary of Florida's Turnpike near Mile Post 262.9 run thence in a southerly direction to near Mile Post 253.6, all in Orange County, Florida.

EXHIBIT B

EXHIBIT B

=

RIGHT OF WAY EASEMENT GRANTED BY THIRD PARTIES

(FDOT Tract/Project Identification)

Instrument Prepared By and Return to:
Florida Gas Transmission Company, LLC
Right of Way Department
2405 Lucien Way, Suite 200
Maitland, FL 32751

Utility:
Florida Gas Transmission Company, LLC
Right of Way Department
5051 Westheimer
Houston, Texas 77056

Utility Tract Number(s):

NATURAL GAS PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ (Grantor) being the owner of, or having an interest in, that certain tract of land situated and located in Section _____, Township _____, Range _____, _____ County, Florida and more particularly described on Exhibit A attached hereto (Lands), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey, and warrant to **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company (Grantee), and to its successors and assigns:

A. the perpetual right, privilege and easement to construct, maintain, operate, inspect, repair, replace, change the size of, relocate or remove (Pipeline Operations) a pipeline or pipelines and surface and subsurface appurtenances thereto for the transportation of natural gas on, under, above, across and through the _____ foot (_____) part and strip of the Lands identified, described and depicted on Exhibit A-1 (Pipeline Easement);

B. the right to utilize those portions of the Lands identified, described and depicted on Exhibit A-1 for the purpose of temporary work space and extra work space during Pipeline Operations except, at road crossings, jurisdictional wetland crossings, irrigation line crossings, river and stream crossings or areas with unusual construction problems where additional extra work space may be utilized (collectively, the Construction Easement);

C. the right to conduct the Pipeline Operations within the Pipeline Easement in connection with any existing or proposed pipeline or pipelines and any aboveground and/or subsurface facilities, including, without limitation, valve or valves, regulators, meters, cathodic protection equipment and facilities, electronic and communications equipment for the pipeline facilities, piping and fittings, fencing, pipeline markers and vent pipes (collectively, the Pipeline Facilities); and,

D. the right of ingress, egress and access to the Pipeline Easement and the Construction Easement by means of the Pipeline Easement, the Construction Easement, as well as by means of roads and other access areas utilized by Grantor.

Grantor and Grantee agree as follows with respect to the use of the Pipeline Easement and the Construction Easement to conduct Pipeline Operations in connection with the Pipeline Facilities:

(1) During the conduct of Pipeline Operations on the Pipeline Easement, Grantee shall bury all line pipe for the pipeline or pipelines to provide a minimum cover of thirty-six inches (36"), except: (a) in rock where a minimum cover of twenty-four inches (24") will be provided and (b) under ditches, canals, streams, creeks, rivers and water impoundments existing as of the date of this Easement agreement where a minimum cover of thirty-six inches (36") below the bottom of such ditches, canals, streams, creeks, rivers and water impoundments will be provided.

The Construction Easement, including the right of access across it, shall expire twenty-four (24) months from the date of this Easement agreement, or upon completion of the initial construction and installation of the Pipeline Facilities on the Pipeline Easement, whichever occurs first.

(2) Grantee shall have the right (without liability for damages naturally resulting from the proper exercise of the rights granted herein) from time to time to reclear the Pipeline Easement by cutting and removing therefrom trees, brush and other obstructions, other than obstructions authorized or allowed by Grantee, that may, in the judgment of Grantee or pursuant to regulatory requirements, interfere with the use of the Pipeline Easement by Grantee.

(3) Grantee will restore the surface of all disturbed areas on the Pipeline Easement, Construction Easement and the Lands to their original contour and

condition, as near as is reasonably practicable, the damage to which shall have been occasioned by the conduct of Pipeline Operations.

(4) Subject to Grantee complying with all applicable federal, state and local laws and regulations, Grantee may displace any gopher tortoises found within the Pipeline Easement or the Construction Easement to another location on the Pipeline Easement and/or Construction Easement, or the gopher tortoises may be displaced off-site (e.g., to a temporary holding pen), and returned as near to their original location as practicable after the Pipeline Operations are completed.

(5) Grantee shall have the right to construct and erect within the Pipeline Easement a fence or other protective barriers around any of the aboveground Pipeline Facilities that Grantee deems necessary to safeguard and protect the Pipeline Facilities.

(6) Grantor may continue to use the surface of the Pipeline Easement, provided that, for safety and for Grantee's operational purposes:

(a) Grantor shall neither impound water, construct nor permit to be constructed any building, structure, excavation or other improvement or obstruction on, under, above, across or through the Pipeline Easement;

(b) No water impoundments, canals, ditches or open drainage facilities shall be constructed, expanded or deepened on or across the surface of the Pipeline Easement.

(c) Construction of Grantor facilities on the Pipeline Easement shall be designed and conducted in such a manner that there is not less than thirty-six inches (36") of cover, except in rock, over the subsurface Pipeline Facilities, and a vertical separation of at least twenty-four inches (24") between the subsurface Pipeline Facilities and any Grantor.

(d) Grantor operations on the Pipeline Easement shall not impair or interfere with the rights conveyed to Grantee, including ingress, egress and access to the Pipeline Easement and the safe operation of the Pipeline Facilities, and shall not require the lowering of the subsurface Pipeline Facilities, decrease the minimum cover over the subsurface Pipeline Facilities or change the contour of the Pipeline Easement.

(7) In connection with the conduct of the Pipeline Operations and without liability to Grantor or any third party owner for damages, Grantee shall have the right to remove any Grantor improvements or facilities constructed on the Pipeline Easement. However, Grantee will provide Grantor with prior written notice and a reasonable time in which to remove the improvements from the Pipeline Easement prior to commencing the Pipeline Operations. After completion of the Pipeline Operations, Grantor, at its sole cost and expense, shall replace the improvements or facilities at the former location of such improvements or facilities on the Pipeline Easement.

(8) The rights of Grantee under the provisions of this instrument may be assigned in whole or in part. In addition, Grantee shall have the right and option to operate the Pipeline Facilities for its own use or to lease, sell or assign any or all of the capacity of the Pipeline Facilities or the rights thereto.

(9) Grantor does hereby warrant marketable title to the Pipeline Easement and the Construction Easement and will defend the same against the lawful claims and demands of all persons whomsoever.

(10) Except as is otherwise provided in this Paragraph, Grantee shall provide notice to Sunshine 811 as required by law prior to conducting subsurface Pipeline Operations.

(11) Exhibit A describes the Lands. Exhibit A-1 is a sketch that depicts the boundaries of the Easement and the boundaries of the Construction Easement. Exhibit A and Exhibit A-1 are attached hereto and by this reference are made a part hereof for all purposes.

(12) This instrument and the benefits and obligations herein contained shall inure to the benefit of and be binding and obligatory upon Grantor, Grantee and their respective successors and assigns.

EXECUTED THIS _____ day of _____, 20____.

WITNESSES:

GRANTOR:

Printed Name: _____

Printed Name: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who is personally

known to me or has produced _____(type of identification)
as identification.

Notary Public
Name (Printed): _____
Address: _____

My Commission Expires:

EXHIBIT "A"

**Attached to and made a part of that certain
NATURAL GAS PIPELINE EASEMENT**

dated _____, 20____

by and between

**_____ , as Grantor
and FLORIDA GAS TRANSMISSION COMPANY, LLC, as Grantee**

DESCRIPTION OF THE LANDS

EXHIBIT "A-1"

Attached to and made a part of that certain
NATURAL GAS PIPELINE EASEMENT

dated _____, 20____

by and between

_____, as Grantor
and FLORIDA GAS TRANSMISSION COMPANY,LLC, as Grantee

**SKETCH OF BOUNDARIES OF THE EASEMENT AND BOUNDARIES OF THE
CONSTRUCTION EASEMENT**

EXHIBIT C

EXHIBIT C

COST REIMBURSEMENT AGREEMENT

This COST REIMBURSEMENT AGREEMENT ("Agreement") is entered into this _____ day of _____, 20__, between State of Florida, Department of Transportation ("FDOT"), and Florida Gas Transmission Company, LLC, a Delaware limited liability company ("FGT").

Background

1. FDOT agrees to reimburse FGT for certain costs associated with FDOT's project in _____ County, Florida, FDOT FIN No. _____ ("Project") and FGT's facilities ("Costs"). These estimated itemized Costs are:

2. Subject to the terms and conditions of this Agreement, FDOT agrees to reimburse FGT for the actual itemized Costs not to exceed the estimated amount of \$_____ without prior written approval and amendment, unless FGT's actual itemized Costs associated with the Project exceed the estimated amount in which event the parties shall amend and approve this Agreement by replacing the estimated itemized Costs with the actual itemized Costs.

Invoice Procedures

3. The following terms and conditions apply to all invoices submitted pursuant to this Agreement for reimbursement by FDOT:

- a. FGT may at monthly intervals submit progress invoices for all Costs incurred for the period covered by the invoice.
- b. FGT shall submit a final invoice to FDOT for payment of all actual Costs associated with the project within one year after completion of FGT's activities associated with the project.
- c. All invoices shall be submitted in triplicate and with detail sufficient for a proper pre-audit and post-audit thereof. All cost records and accounts shall be maintained by FGT in an auditable condition for a period of three years after final payment is received by FGT. FGT shall make such books and records available for inspection by FDOT upon reasonable notice in the offices of FGT located in Maitland,

Florida. In the event that an FDOT audit is not conducted within a period of three (3) years from the date the final FGT invoice is submitted to FDOT, all costs and expenses included in such invoice shall be deemed to be accepted by FDOT.

- d. Upon receipt of an invoice, FDOT has forty (40) days to approve the invoice and to deliver a request for payment (voucher) to the Department of Financial Services, or to return the invoice to FGT for further detail or correction.
- e. If a payment of an invoice is not issued within forty (40) days from the date the invoice is received a separate interest penalty, as established pursuant to Section 215.422, Florida Statutes, will be due and payable to FGT in addition to the invoice amount. Interest penalties of less than one (1) dollar will not be enforced unless FGT requests payment. Invoices which have to be returned to FGT because of FGT's preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to FDOT. In the event of a bona fide dispute, FDOT's voucher shall contain a statement of the dispute and authorize payment only of the undisputed amount.
- f. In accordance with Section 339.135(6)(a), Florida Statutes, FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. FDOT shall require a statement from the comptroller of FDOT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of FDOT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.

Miscellaneous Provisions

4. This Agreement constitutes the complete and final expression of the parties with respect to the specific subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect to the specific subject matter herein; provided, however, in the event of any inconsistency or conflict of the terms between this Agreement and the [AGREEMENT AND GLOBAL SETTLEMENT between FGT and the FDOT dated August 21, 2013, or the ENCROACHMENT AGREEMENT between FGT and the FDOT dated _____, 20__], the [AGREEMENT AND GLOBAL

SETTLEMENT AND/OR ENCROACHMENT AGREEMENT] supersedes this Agreement and controls.

5. This Agreement shall be governed by the laws of the State of Florida. Venue for any dispute arising out of this Agreement will lie exclusively in the county where the project that is the subject of the dispute is located. This exclusive venue clause shall be interpreted as mandatory, as opposed to a permissive venue selection clause. FDOT agrees that this venue selection clause acts as a waiver of its home venue privilege, and that the FDOT has the authority to consent to such a waiver. Absent a joint agreement to the contrary, both parties are waiving the right to assert forum non conveniens to transfer any dispute to a jurisdiction other than the one where the project is located.

6. Any provision of this Agreement found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions to the extent provided by Florida severability law.

7. Notices required to be given to another party under the provisions of this Agreement may be given to such party by any one or more of the following methods: prepaid U.S. certified mail, return receipt requested, overnight next day courier service, facsimile or email transmission or by delivery in person.

FDOT: Florida Department of Transportation

Name of contact:
Telephone No.:
Fax No.:
Email address:

FGT: Florida Gas Transmission Company, LLC:

Name of contact:
Telephone No.:
Fax No.:
Email address:

Either party to this Agreement may, from time to time, change the contact information set forth above by giving notice of such change by any one or more of the methods specified.

8. Either FDOT or FGT may terminate this Agreement in accordance with the [AGREEMENT AND GLOBAL SETTLEMENT between FGT and the FDOT dated August 21, 2013 and/or the ENCROACHMENT AGREEMENT between FGT and the FDOT dated _____, 20__]; provided, however, that the termination shall not relieve FDOT of the responsibility to reimburse FGT for costs incurred or services satisfactorily performed before the effective date of the termination.

[9. FGT shall comply with the Required Contract Provisions for Federal Aid Contracts (Appendix A of Assurances), attached hereto as Exhibit A; provided, however, to the extent any provisions of Exhibit A are inconsistent with the provisions of paragraph __ of the AGREEMENT AND GLOBAL SETTLEMENT between FGT and the FDOT dated August 21, 2013, such other provisions shall control.]

Paid by Escrow Agreement?

Yes: __ If Yes, attach Escrow Agreement.

No: __

FLORIDA GAS TRANSMISSION
COMPANY, LLC

FLORIDA DEPARTMENT OF
TRANSPORTATION

By _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____

Legal Review:

Exhibit A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
(Appendix A of Assurances)

710-010-08
UTILITIES
OGC-01/13

Financial Project ID:	Federal Project ID:
County:	State Road No.:
District Document No:	
Utility Agency/Owner (UAO):	

During the performance of this Agreement, the **Utility Agency Owner (UAO)**, for itself, its assignees and successors in interest (**hereinafter referred to as the UAO**), agrees as follows:

(1) **Compliance with Regulations:** The **UAO** will comply with the Regulations of the **FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT)** relative to nondiscrimination in Federally-assisted programs of the **DEPARTMENT** (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The **UAO**, with regard to the work performed by it after award and prior to completion of the **UAO** work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurement of materials or leases of equipment. The **UAO** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A & B of the Regulations.

(3) **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the **UAO** for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the **UAO** of the **UAO's** obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **"Buy America" Material Certification Requirements:** The **UAO** will only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. The **UAO** will ensure that all manufacturing processes for this material occur in the United States. As used in this provision, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that are not incorporated into the finished work. The **UAO** will provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include a statement that the product was produced entirely within the United States. The **UAO** will furnish each such certification to the Florida Department of Transportation prior to incorporating the material into the project.

(5) **Information and Reports:** The **UAO** will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **DEPARTMENT** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **UAO** is in the exclusive possession of another who fails or refuses to furnish this information, the **UAO** shall so certify to the **DEPARTMENT** or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(6) **Sanctions for Noncompliance:** In the event of the **UAO's** noncompliance with the nondiscrimination provisions of paragraphs (1) through (4), the **DEPARTMENT** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the Agreement until the **UAO** complies; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
(Appendix A of Assurances)

710-010-08
UTILITIES
OGC-01/13

(7) **Incorporation of Provisions:** The **UAO** will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The **UAO** will take such action with respect to any subcontract, procurement or lease as the **DEPARTMENT** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the **UAO** becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such direction, the **UAO** may request the State to enter into such litigation to protect the interests of the State, and, in addition, the **UAO** may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT D

EXHIBIT D

**NOTICE OF TERMINATION OF NATURAL GAS PIPELINE EASEMENT
AGREEMENT**

WHEREAS, Florida Gas Transmission Company, LLC (hereinafter "FLORIDA GAS"), is an interstate natural gas pipeline company operating a natural gas pipeline system in the State of Florida, which pipeline system is located, in part within the right-of-way of Florida's Turnpike pursuant to the applicable provisions of the Agreement dated October 10, 1958, the Easement and Right-of-Way Agreement dated December 14, 1967, the Amendment to Easement and Right-of-Way Agreement dated December 22, 1987, and the Stipulation of Settlement executed in January 2011 (such documents, collectively, "Original Turnpike Easements"); and

WHEREAS, State of Florida, Department of Transportation (hereinafter, "FDOT") is the State Agency responsible for the planning, construction, maintenance, and operation of the State Highway System which includes the Florida's Turnpike; and

WHEREAS, FLORIDA GAS and the FDOT entered into a Natural Gas Pipeline Easement Agreement dated August 21, 2013 in order to modify and harmonize the Original Turnpike Easements ; and

WHEREAS, the parties agreed that termination of the Natural Gas Pipeline Easement Agreement may occur upon the occurrence of certain events and further agreed that the Natural Gas Pipeline Easement Agreement should be terminated and, in that event, that the Original Turnpike Easements shall be reinstated, valid, enforceable, and binding upon the occurrence of said certain events; and

WHEREAS, the aforementioned certain events have come to pass; and

WHEREAS, this Notice of Termination of Natural Gas Pipeline Easement Agreement is intended to memorialize the termination of the Natural Gas Pipeline Easement Agreement and to reinstate the Original Turnpike Easements as of the date of the execution of this document;

NOW THEREFORE, in consideration of the promises, premises and covenants exchanged between the parties pursuant to the Natural Gas Pipeline Easement Agreement dated August 21, 2013 and for other good and valuable consideration exchanged between FLORIDA GAS and FDOT on their own behalf, and on behalf of their successors and assigns, hereby proclaim as follows:

1. Pursuant to paragraph 13.f. of the Natural Gas Pipeline Easement Agreement, FLORIDA GAS and FDOT hereby TERMINATE the Natural Gas Pipeline Easement Agreement;

2. The Original Turnpike Easements are hereby reinstated, and are valid, enforceable, and binding.

3. Pursuant to the Natural Gas Pipeline Easement Agreement dated August 21, 2013, the termination of the Natural Gas Pipeline Easement Agreement shall not relieve either party of the obligation to pay any amounts due to the other party as of the date of this termination.

IN WITNESS WHEREOF, Florida Gas Transmission Company, LLC and the State of Florida, Department of Transportation, have caused these presents to be duly executed in their name by their undersigned officers thereunto lawfully authorized the day and year first above written.

WITNESSES :

FLORIDA GAS TRANSMISSION COMPANY, LLC, a Delaware limited liability company

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ of FLORIDA GAS TRANSMISSION COMPANY, LLC, a Delaware limited liability company, on behalf of the company. He or She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

WITNESSES:

**STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION**

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ of STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, on behalf of the State of Florida. He or She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: