

1
2
3
4
5

6
7

The amounts for the interest paid were recorded in balance sheet account 182.301, and is being amortized over 5 years in account 431.540.

8

CONFIDENTIAL

9
10
11
12
13
14
15
16

[REDACTED]

17

CONFIDENTIAL

18
19
20
21
22
23
24
25
26
27
28

[REDACTED]

**BASE CONTRACT FOR SHORT-TERM
 SALE AND PURCHASE OF NATURAL GAS**

This Base Contract is entered into as of the following date: March 11, 1998.
 The parties to this Base Contract are the following:

FLORIDA POWER & LIGHT COMPANY
 Energy Marketing & Trading Division
 11770 U.S. Highway One, South Tower, 4th Floor
 North Palm Beach, FL 33408
 Duns # 00-692-2371
 Contract # CX98-116
 Attn: Contract Department
 Phone: 561 625-7500 Fax 561 625-7504
 Federal Tax ID Number: 59-0247775

and **FPL ENERGY SERVICES, INC.**
 700 Universe Boulevard
 P.O. Box 14000
 Juno Beach, FL 33408
 Duns # 79-47-86665-19-717-7672
 Contract # _____
 Attn: Richard N. Deluga
 Phone: 561 694-3611 Fax: 561 694-4193
 Federal Tax ID Number: 65-006-4000

Invoices and Payments:
See attached sheet

Invoices and Payments:
See attached



Attn: _____
 Phone: _____ Fax: _____
 Wire Transfer or ACH Nos. (if applicable) Per Invoice Instructions

Attn: _____
 Phone: _____ Fax: _____
 Wire Transfer or ACH Nos. (if applicable)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Short-Term Sale and Purchase of Natural Gas published by the Gas Industry Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions (select only one from each box, but see "Note" relating to Section 2.24.):

Section 1.2 Transaction Procedure	<input checked="" type="checkbox"/> Oral <input type="checkbox"/> Written	Section 6. Taxes	<input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point <input type="checkbox"/> Seller Pays Before and At Delivery Point
Section 2.4 Confirm Deadline	<input checked="" type="checkbox"/> 2 Business Days after receipt (default) <input type="checkbox"/> Business Days after receipt	Section 7.2 Payment Date	<u>25th</u> date of Month following Month of delivery
Section 2.5 Confirming Party	<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer	Section 7.2 Method of Payment	<input type="checkbox"/> Wire Transfer (WT) <input checked="" type="checkbox"/> Automated Clearinghouse (ACH) <input type="checkbox"/> Check
Section 3.2 Performance Obl	<input checked="" type="checkbox"/> Cover Standard <input type="checkbox"/> Spot Price Standard <i>Note: The following Spot Price Publication applies to both of the immediately preceding Standards and must be filled in after a Standard is selected.</i>	Section 13.5 CHOICE OF LAW:	<u>TEXAS</u>
Section 2.24 Spot Price Publication	<u>[REDACTED]</u>	Special Provisions: Number of sheets attached: <u>1</u> - Exhibit B	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

FLORIDA POWER & LIGHT COMPANY

 (Party Name)
 By Paul A. Karns
 Title Paul A. Karns, Director of Contracts

FPL ENERGY SERVICES, INC.

 (Party Name)
 By [Signature]
 Title Vice President

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. This Contract is intended for interruptible transactions or firm transactions of one month or less and may not be suitable for firm transactions of longer than one month. Further, GISB does not mandate the use of this Contract by any party. GISB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO GISB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT GISB KNOWS, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL GISB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.

CONFIDENTIAL

FPL Energy Services Natural Gas Marketing MAP Calculation

2
3
4
5
6
7
8
9

Customer:	<u>Any Customer</u>
Date	2/22/02
LDC:	PGS
Rate Class:	GSLV-2
Current Supplier:	unknown
Contract Expiration:	3/31/03

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

(A) (B) (C) (D) (E) (F) (G)

Month	Year	(A)	(B)	(C)	(D)	(E)	(F)	(G)
Apr	2002	1172	\$	2.458	\$	\$	\$	\$
May	2002	384	\$	2.506	\$	\$	\$	\$
Jun	2002	784	\$	2.575	\$	\$	\$	\$
Jul	2002	867.1	\$	2.655	\$	\$	\$	\$
Aug	2002	863.7	\$	2.673	\$	\$	\$	\$
Sep	2002	766.8	\$	2.674	\$	\$	\$	\$
Oct	2002	1222	\$	2.700	\$	\$	\$	\$
Nov	2002	843	\$	2.947	\$	\$	\$	\$
Dec	2002	735	\$	3.182	\$	\$	\$	\$
Jan	2003	777	\$	3.285	\$	\$	\$	\$
Feb	2003	931	\$	3.223	\$	\$	\$	\$
Mar	2003	883	\$	3.125	\$	\$	\$	\$
		10,228.6	\$	2.834	\$	\$	\$	\$

25
26
27
28

Proposed Price: [REDACTED]

29
30
31
32
33

(A) (B)

Notes:

(1) [REDACTED] close as of: 21-Feb-02

(2) Contract start date: 1-Apr-02

(3) [REDACTED] [REDACTED]

(C)

Estimated Financials:

Gross Margin	\$	[REDACTED]
SG&A	\$	[REDACTED]
Contr. Margin	\$	[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

**FPL Energy Services
Natural Gas Marketing
2002 Operating Metrics**

	(A)	(B)	(C)
			2002 Est/Act
<u>Assumptions</u>			
<u>Expenses</u>		<u>Total</u>	
Sales			
<u>General & Administrative</u>		<u>Total</u>	
Marketing			
Operations			
Bad Debt			
IM			
Customer Care			

2002 Factors	Sales	
	G&A	

Note, Sales Expense equals [REDACTED]

CONFIDENTIAL

Est. No. 382