



1 Sec 3. Title, Warranty + Risk of Loss  
2 Title - Risk perfect S of letter agreement  
3

4 Sec 4 Quality - sell & deliver ORI which  
5 conform w/ specifications - Quality analyzed  
6 by independent inspector - sets out preferred  
7 method of inspection. FPL + Seller will  
8 analyze sample. If ORI does not meet  
9 stds - See Sec 10 of letter agreement.  
10

11 Sec 5 - Delivery - Seller obligated to deliver at  
12 Seller exp to Delivery Port + on specified delivery  
13 date. Sets out conditions of notification (hours  
14 for notification). FPL provide dis charging berth,  
15 laytime per vessel for delivery. Vessel owned  
16 by seller, talks about what to do about a  
17 spill,  
18

19 Sec 6 - Price + Payment - See WP  $\frac{1}{2} + \frac{1}{2}$   
20 Price is fixed reference base price per MM BTU  
21 delivered by seller to FPL per Sec 1 of letter  
22 agreement, adjusted by Temp. Price Adjustment  
23 per short ton. set forth w Sec 3 of letter agreement  
24 Net invoice determined in accord w method  
25 in Attachment V, in addition pollution control  
26 taxes in Sec 9.4 herein as separate

Ref. copy of  
letter V  
also attach  
FPL copy  
of factor 27

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**STANDARD TERMS AND CONDITIONS  
FOR THE FPL SANFORD PLANT UNIT NO. 4  
CONVERSION TEST PERIOD  
DATED MARCH 15, 1991**

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These Standard Terms and Conditions set forth for the FPL Sanford Plant Unit No.4 Conversion Test Period, dated March 15, 1991, (the "Standard Terms and Conditions"), are intended to be part of the Letter Agreement dated March 28, 1990, (the "Letter Agreement") by and between Florida Power & Light Company ("FPL") and Bitor America Corporation ("SELLER"), relating to the purchase, sale and delivery of ORIMULSION. The Letter Agreement is attached hereto as Attachment VII and is incorporated herein by this reference.

In consideration of the mutual covenants and premises contained in the Letter Agreement, FPL and SELLER agree as follows:

**1.0 DEFINITIONS**

All capitalized terms shall have the meaning(s) set forth in the Letter Agreement unless otherwise defined herein. When used herein with initial capitalization, whether in the singular or plural, the following terms shall have the following meanings:

**1.1 Alternative Fuel**

Liquid fuel burnable by FPL and conforming with the quality specifications shown in Attachment IA, hereto. To the extent ORIMULSION is not able to be delivered pursuant to Section 2.0 hereto, all terms relating to the sale and delivery of ORIMULSION, except for those provisions specific to ORIMULSION relating to quantity measurement or quality specifications, shall apply to the

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**6.0 PRICE AND PAYMENT**

6.1 The price to be paid for a specified delivery of ORIMULSION purchased hereunder shall be the fixed reference base price per MMBTU delivered by SELLER to FPL set forth in Section 1 of the Letter Agreement, adjusted by the Temporary Price Adjustment per Short Ton received by FPL set forth in Section 3 of the Letter Agreement. The net invoice amount shall be determined in accordance with the method shown on Attachment V hereto, which provides a sample calculation using example values. Additionally, any applicable State of Florida pollution control taxes, as defined in Section 9.4 herein, shall be shown as a separate line item on SELLER's invoice to FPL for ORIMULSION purchased hereunder.

6.2 FPL shall make payment in full by wire transfer of United States funds for the ORIMULSION received, within ten (10) days from date of receipt of correct invoice and supporting documents, to SELLER's designated account in accordance with SELLER's written instructions to FPL. If such invoice and supporting documents are received by FPL after 4:45 p.m. Eastern Standard Time, then such date of receipt shall be considered the subsequent banking day. If the date payment is due as described above falls on a non-banking day, then such payment will be due on the next banking day after the date payment would otherwise be due.