

010001-3I

ATTACHMENT E

*mk 2-13-01*  
**DECLASSIFIED**

DOCUMENT NUMBER-DATE

06407 JUL -68

FPSC-RECORDS/REPORTING



Oct 30, 1994  
 Amendments to Coal Supply Agreement Between  
 Arizona Power Company and Hingo Logan  
 Coal Company effective July 1, 1989

Price adjustment for Materials + Supplies Inflation  
 Deflation (+) \$1.06 per ton amount.

Clarification of issues arising out of the processing  
 of the first claim subsequent to the beginning of  
 shipments under this Agreement

1 The components of the Base Price shall be  
 escalated after the 1st Month of Delivery  
 January, 1994

2 Wages and Benefits (Sect 4.05) shall be escalated  
 semi-annually on each January 1 and July 1  
 with the first escalation at July 1, 1994

3 Materials and Supplies (Section 4.06) and  
 Inflation/Deflation (sect 4.07) shall be  
 escalated quarterly on each January 1,  
 April 1, July 1 and Oct 1, with the first  
 escalation at April 1, 1994

4 The fourth quarter 1994 GNP-IPD shall be  
 used in Base Index for the Materials and  
 Supplies Sect (4.06) escalation. The  
 third quarter, fourth quarter, first quarter  
 and second quarter GNP-IPD shall be  
 used for comparisons in determining the  
 Jan 1, April 1, July 1 and Oct 1 adjustments  
 respectively.

5 The SIC Code 12 shall replace SIC Code  
 11, 12 for escalation of Wages component  
 (Sect 4.05)

6 Producer Price Index 4981-136 shall replace  
 Producer Price Index 6540-1617 for escalation  
 of the materials and Supplies component.



TPU

Review of [redacted]

TYE 3/31/92

RC  
5-18-92

04/30, 1994

Amendment to Agreement between Georgia Power and Hodge Lignite Coal Company effective 7/1/87

As of January 1, 1994 which is the date of the first delivery, the Base Components have been established as follows:

Components	700
Wages and Benefits	700
Materials and Supplies	750
Inflation	680
West Virginia Severance Tax	139
Government Impositions (Other than Severance Tax)	122
Unescalated	255
	<u>2780</u>

After January 1, 1994 the Base Price includes a component for West Virginia Severance Tax of 5% of the Base Price.



Amendment to Contract between Norfolk Southern Railway Company and Georgia Power Company

Base Rates - Article 2c

The following rates shall apply during the period June 15, 1984 through June 30, 1984

From	Rate	Cars Per Shipp	# of Shipp
Benedict VA	11.26	85 to 95	One
Timber WV	12.77	85 to 95	One
Marionbone WV	13.62	85 to 95	One

Amendment of Accepted Commercial Offer Number 87-C1-2 JEA Contract 2210

FPL offers to increase by 50,000 short tons the tonnage for contract year 1984 under the STRAP Terms Supply Contract

Coal purchased shall increase from 130,000 short tons to 135,000 short tons plus or minus 5,000 short tons

Billing price shall be as provided in contract



FPL

Review of Contract

File 3/31/95

20  
1-8-95

Amendment  
GAS Sales Contract by + between FPL and  
Citius Trading Corp (Trading) 11/27/89

### Interim Period provisions

April 1, 1994 through May 31, 1994 (the interim period)  
FPL shall purchase and receive from Trading  
2,800,000 MMBtu/day plus fuel during April 1994  
and 420,000 MMBtu/day, plus fuel during May 1994.  
The price of gas sold during the interim  
period shall be the cost of Contract Gas  
provided that the cost of contract gas shall  
not exceed \$2.138/MMBtu for April 1994  
and \$2.169/MMBtu for May 1994.

### Disposition of Amoco Contract + Pan National Contract

Trading has informed FPL that it intends  
to liquidate (financially, contract sale,  
contract settlement, price swap etc) in whole  
or part the Amoco Contract + Pan Nat Contract.

Subject to Section II Trading will provide  
FPL with a one time right of first  
refusal to match any third party offer to  
purchase on an all in basis either of  
both of the Amoco Contract and the  
Pan National Contract.

### Restructuring of the Trading Contract and CISCO Contract

The parties agree to negotiate and finalize  
by August 31, 1994 written agreement  
(the Trading II Agreement) that would  
restate in greater detail the terms and  
conditions of this agreement.

### A Contract Restructuring Fee

In consideration for FPL's agreeing to  
enter into this agreement, Trading

9-21-95  
11/5



will deposit into a commodity adjustment credit tracking account (CACTA) designated by FPC to Trading in writing on the 15th day of the month following each month below.

The amounts to be deposited in CACTA represents the parties agreement as to certain values that potentially would have accrued to FPC under the Trading contract and the CISCO Contract.

The parties agree that the amounts deposited into CACTA shall be the exact amounts as in Sch A and shall not be subject to later adjustments or revisions for any reason except to account for the Southern Natural Gas Co annual take or pay surcharge.

On the 15th day of the month following each month from 6-1-94 through 11-27-94 the any Southern Natural Gas annual take or pay surcharge or similar charge (eg GSR surcharge) is in effect. Trading shall deposit into CACTA an additional amount equal to the HPCQ Max Daily Contract Quantities for such month, times the number of days in such month, times such SNG surcharge.

### Billing + Payment

Trading shall tender an interim payment invoice to FPC for 80% of the estimated payment due for Gas made available to and required to be taken by FPC at the receipt points during the preceding month.



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43  
THE WALTER LAMMA COMPANY  
1750 145-8787

COMPANY: FPL  
 TITLE: CITRUS TRADING GAS INVOICES PER CONTRACT NO.370-28870-301 (FORMERLY 5009)  
 PERIOD: 12 MONTHS ENDED 3-31-95  
 AUDITOR: RAYMOND GRANT  
 DATE: 5-24-95  
 WP:

(1) Date	(2)	(3) Invoice	(4) Vendor	(5) Volume MMBTU	(6) Avg Price	(7) Total
5-4-94	4/94	G940-400002	CITRUS	8,663,760	\$1.9987	\$17,316,257.11
6-1-94	5/94	G940-500002	CITRUS	13,748,562	\$1.9774	\$27,186,406.50
7-1-94	6/94	G940-600002	CITRUS	13,305,060	\$1.8779	\$24,985,656.00
8-1-94	7/94	G940-700001	CITRUS	13,629,925	\$2.0726	\$28,249,175.60
9-1-94	8/94	G940-800001	CITRUS	13,629,925	\$1.8439	\$25,131,932.74
10-10-94	9/94	G9409-25	CITRUS	12,840,672	\$1.5814	\$20,305,966.72
11-1-94	10/94	G9410-28	CITRUS	8,875,300 *	\$1.6049	\$14,243,798.81
12-1-94	11/94	G9411-34	CITRUS	7,822,140	\$1.7359	\$13,578,423.21
1-3-95	12/94	G9412-149	CITRUS	8,028,878	\$1.7328	\$13,912,084.73
12-5-94	11/94	G9411-55	CITRUS			\$78,000.00 X
2-1-95	1/95	G9501-228	CITRUS	8,076,554	\$1.6353	\$13,207,872.26
3-1-95	2/95	G9502-300	CITRUS	7,294,952	\$1.4400	\$10,504,643.41
4-1-95	3/95	G9503-380	CITRUS	3,176,570	\$1.4891	\$4,730,271.40
4-3-95	3/95	G9503-379	CITRUS	6,334,540	\$1.4526	\$9,201,717.58

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SOURCE: CITRUS INVOICES, MONTHLY MARKET RECAP BY DEL. POINT & SHIPPER Sch. REPORT

X AS THE NOVEMBER 1994 CONTRACT CONTINUED TO TREND DOWNWARD, FLP SOLD OFF 1/3 (26 CONTRACTS) OF A PREVIOUS COMMITMENT AT \$1.95 FOR 78,000 CONTRACTS. (10% OF THE MONTHLY TOTAL.)

\$260,000  
30.00%

=====  
\$78,000  
=====

X - Traced to FGT Shippers Report.

2/13/95



# Citrus Trading Corp.

An **ENRON/SONAT** Affiliate

**RECEIVED**

NOV 1 1994

*DUE DATE*

*Wire Payment*

CUSTOMER INFORMATION	INVOICE INFORMATION	CONTRACT INFORMATION	PAYMENT INFORMATION
<b>FLORIDA POWER &amp; LIGHT CO</b> FUEL MANAGEMENT DEPARTMENT NATURAL GAS GROUP P.O. BOX 029100 MIAMI, FLORIDA 33102 ATTN: DONA GUSSOW	INVOICE NUMBER: G-9410-28 INVOICE DATE: <b>NOVEMBER 1, 1994</b> DUE DATE: <b>NOVEMBER 16, 1994</b>	CONTRACT NO: 370-28870-302 CONTRACT DATE: MAY 10, 1994 VOLUME BASIS: MMBTU 14.73 DRY	<b>WIRE TRANSFER:</b> CITRUS TRADING CORP. NATIONS BANK-HOUSTON ACCOUNT NUMBER 4140327964  ABA #111000025

FOR FURTHER INFORMATION CALL: **ANNE BERTINO (713) 853-5321 FAX (713) 646-3653**

DESCRIPTION	UNIT	START	END	PRICE	QTY	AMOUNT	TAX	TOTAL
<b>FGT ZONE 1-DEFAULT PRICE</b>		10/1/94	10/31/94			51,594		1,599,419
<b>FGT ZONE 1-NEGOTIATED PRICE - 1</b>		10/1/94	10/31/94	6,980		6,980		216,366
-NEGOTIATED PRICE - 2		10/1/94	10/31/94	7,794		7,794		241,609
-NEGOTIATED PRICE - 3		10/1/94	10/31/94	5,816		5,816		180,305
-NEGOTIATED PRICE - 4		10/1/94	10/31/94	10,353		10,353		320,943
-NEGOTIATED PRICE - 5		10/1/94	10/31/94	9,073		9,073		281,276
-NEGOTIATED PRICE - 6		10/1/94	10/31/94	11,633		11,633		360,610
<b>FGT ZONE 2-DEFAULT PRICE</b>		10/1/94	10/31/94			66,228		2,053,082
<b>FGT ZONE 2-NEGOTIATED PRICE - 1</b>		10/1/94	10/31/94	8,959		8,959		277,734
-NEGOTIATED PRICE - 2		10/1/94	10/31/94	10,004		10,004		310,136
-NEGOTIATED PRICE - 3		10/1/94	10/31/94	7,466		7,466		231,445
-NEGOTIATED PRICE - 4		10/1/94	10/31/94	13,289		13,289		411,972
-NEGOTIATED PRICE - 5		10/1/94	10/31/94	11,647		11,647		361,054
-NEGOTIATED PRICE - 6		10/1/94	10/31/94	14,932		14,932		462,890
<b>FGT ZONE 3-DEFAULT PRICE</b>		10/1/94	10/31/94			25,252		782,799
<b>FGT ZONE 3-NEGOTIATED PRICE - 1</b>		10/1/94	10/31/94	3,416		3,416		105,900
-NEGOTIATED PRICE - 2		10/1/94	10/31/94	3,815		3,815		118,255
-NEGOTIATED PRICE - 3		10/1/94	10/31/94	2,847		2,847		88,250
-NEGOTIATED PRICE - 4		10/1/94	10/31/94	5,067		5,067		157,085
-NEGOTIATED PRICE - 5		10/1/94	10/31/94	4,441		4,441		137,670
-NEGOTIATED PRICE - 6		10/1/94	10/31/94	5,694		5,694		176,500
<b>FIXED FEE-DEFAULT PRICE</b>		10/1/94	10/31/94	0		0		0
<b>FIXED FEE-NEGOTIATED PRICE</b>		10/1/94	10/31/94	0		0		0
<b>TOTAL AMOUNT</b>						<b>286,300</b>		<b>8,875,300</b>

**B-94517-90004-001**

LI	RCN	AMOUNT
0001	025	7,100,240
		<b>\$11,395,039.04</b>

**VERIFIED**

BY: *[Signature]* DATE: *11/16/94*  
 BALANCE DUE-80% ESTIMATE  
 AUTHORIZED BY: *[Signature]* DATE: *11/16/94*  
 ATTACHED SHEETS FOR CALCULATION  
 FILE: *Mgt. - Nat. Gas - 051*  
 EST TO ACT - REVISED ESTIMATE, RA - REVISED ACTUAL

This combined confirmation and invoice is subject to the provisions in the sales agreement specified above. The information above reflects the transactions between us during the time period indicated. Each B70 and B71 charge(s) set forth above are effective for the time period(s) and are applicable to the quantities as indicated above.



**Citrus Trading Corp.**

An **ENRON/SONAT** Affiliate

**RECEIVED**

NOV 9 1994

**DONA G. GUSSOW**

**Wire Payment**

PAGE 1

CUSTOMER INFORMATION	INVOICE INFORMATION	CONTRACT INFORMATION	PAYMENT INFORMATION
<b>FLORIDA POWER &amp; LIGHT CO.</b> ATTN: DONA GUSSOW FUEL MANAGEMENT DEPARTMENT NATURAL GAS GROUP P. O. BOX 029100 MIAMI, FL 33102	INVOICE NUMBER: <b>G-9410-29</b> INVOICE DATE: NOVEMBER 9, 1994 DUE DATE: NOVEMBER 25, 1994	CONTRACT NO: <b>370-28870-302</b> CONTRACT DATE: MAY 10, 1994 VOLUME BASIS: <b>MMBTU 14.73 DRY</b>	VIA WIRE TRANSFER: NATIONS BANK OF TEXAS (DALLAS) CITRUS TRADING CORP. 4140327964 - 111000025

Fax #: (305) 552-2888 FOR FURTHER INFORMATION CALL: **ANNE H. BERTINO @ (713) 853-5321** FAX # (713) 646-3653

FACILITY PIPE1/METER PIPE2/METER	DESCRIPTION	DATES		TIER	VOLUMES			INDEX	PRICE		DOLLARS	
		START	END		TIER VOL	PER	MMBTU		ADJUSTMENTS	FINAL	AMOUNT	TAX

**TO INVOICE YOU FOR NATURAL GAS SALES:**

25306	FGT/25306	COMPRESSOR STATION 7	10/01/1994	10/31/1994	1	0	M	(2,149.760)		\$1.60490		(\$3,450,149.82)
	Reversal of Invoice 00000028		10/01/1994	10/31/1994	1	0	M	2,687,200		\$1.60490		\$4,312,687.28
DELIVERY POINT SUBTOTAL								537,440				\$862,537.46
25309	FGT/25309	COMPRESSOR STATION 11	10/01/1994	10/31/1994	1	0	M	(1,350,007)		\$1.60490		(\$2,166,626.55)
	Reversal of Invoice 00000028		10/01/1994	10/31/1994	1	0	M	1,687,509		\$1.60490		\$2,708,283.19
DELIVERY POINT SUBTOTAL								337,502				\$541,656.64
25412	FGT/	STATION 8 TRANSFER POINT	10/01/1994	10/31/1994	1	0	M	(3,220,864)		\$1.60490		(\$5,169,164.63)
	Reversal of Invoice 00000028		10/01/1994	10/31/1994	1	0	M	4,026,080		\$1.60490		\$6,461,455.79
DELIVERY POINT SUBTOTAL								805,216				\$1,292,291.16
803231	TENN/020366	FGT/10258	TENN/FGT (CARNES)	10/01/1994	10/31/1994	1	0	M	(152,365)		\$1.60490	(\$244,530.26)
	Reversal of Invoice 00000028			10/01/1994	10/31/1994	1	0	M	190,456		\$1.60490	\$305,662.83
DELIVERY POINT SUBTOTAL								38,091				\$61,132.57
817162	UNTD/10293	FGT/10109	UNTD/FGT MONTPELIER	10/21/1994	10/31/1994	1	0	M	(227,244)		\$1.60430	(\$364,567.78)
	Reversal of Invoice 00000028			10/21/1994	10/31/1994	1	0	M	284,055		\$1.60430	\$455,709.72
DELIVERY POINT SUBTOTAL								56,811				\$91,141.94

TOTAL DUE CITRUS TRADING CORP

**B-94511-90004-001**

Entered by: *DDG* 11/9/94  
 Del Loc: 032 Phone: 552-3445  
 AUTHORIZED BY: *eta* DATE: 11/9/94  
 Title: *MANAGER, NAT GAS*  
 Mktg/Spec Pk  
 Form 370 4363 (12/93)

LI	RCN
0001	026

A 232131999 X 790

1,775,060

\$2,848,759.77

**VERIFIED**

ITEM	BY	DATE
QUANTITY	<i>DDG</i>	11/2/94
QUALITY	<i>DDG</i>	11/9/94
PRICE	<i>DDG</i>	11/9/94
ADDITION	<i>DDG</i>	11/9/94
PRM DATE	<i>DDG</i>	11/25/94

**PAY.**

PAGE .002/010  
 TO 913055522888  
 FROM EGM-MKTG-HTX-2939EB  
 NOV 9 '94 11:17

Citrus Trading Invoiced  
 11/9/94  
 3/31/95

11/11/95  
 6/1/95  
 RC

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