ORIGINAL REDACTED

060001-EI

Exhibit B

Redacted Documents

CMP ______
COM ______
CTR ______
ECR ______
GCL ______
OPC ______
RCA ______
SCR ______
SGA ______
SEC 1
OTH ______

Florida Power & Light Company
Docket No. 060001-EI
Schedule E12
Page 2 of 2

Contract	Counterparty	Identification	Contract End Date
1	Southern Power Company (Desoto)	Other Entity	May 31, 2007
2	Reliant Energy Services (Shady Hills)	Other Entity	February 28, 2007
3	Southern Power Company (Oleander)	Other Entity	May 31, 2012
4	Reliant Energy Services (Indian River)	Other Entity	December 31, 2009
5	Williams Power Company	Other Entity	December 31, 2009
6	Progress Ventures, Inc.	Other Entity	April 30, 2009

Capacity in MW

Contract	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07
1	373	373	373	322	322	-	-	-	-	-	-	-
2	468	468	-	-	-	-	-	-	-	-	-	-
3	156	156	156	156	156	158	158	158	158	158	158	158
4	576	576	576	576	576	576	576	576	576	576	576	576
5	106	106	106	106	106	106	106	106	106	106	106	106
6	105	105	105	105	105	105	105	105	105	105	105	105
Total	1,784	1,784	1,316	1,265	1,265	945	945	945	945	945	945	945

Capacity in Dollars

Contract	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07
1	[redacted]											
2												
3												
4												
5												
6												
Total	6,287,300	6,287,300	3,514,572	3,419,712	3,619,352	4,545,090	4,545,090	4,545,090	4,545,090	3,585,714	3,585,714	3,919,410

Total Short Term Capacity Payments for 2007	52,399,434	(1)

(1) September 1, 2006 Projection Filing, Appendix III, page 3, line 2

EXHIBIT B
REDACTED COPY
SEPTEMBER 22, 2006

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 060001-EI
FLORIDA POWER & LIGHT COMPANY

SEPTEMBER 1, 2006

EXHIBITS OF G. YUPP
(GJY-3, GJY-4, GJY-5, GJY-6)

REDACTED COPY

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Petition of Florida Power & Light Company to recover costs of natural gas storage project.	DOCKET NO. ________ FILED: April 28, 2006

PETITION OF FLORIDA POWER & LIGHT COMPANY TO RECOVER NATURAL GAS STORAGE PROJECT COSTS THROUGH THE FUEL COST RECOVERY CLAUSE

Florida Power & Light Company ("FPL" or the "Company"), pursuant to Section 366.06, Florida Statutes and prior orders of the Commission, hereby petitions for an order approving recovery, through the Fuel and Purchase Power Cost Recovery Clause (the "Fuel Clause"), of the costs of its participation in the subsurface natural gas storage facility, MoBay Gas Storage Hub, in Mobile County, Alabama (the "Gas Storage Facility") that is to be built and operated by Falcon Gas Storage, Inc. ("MoBay"; FPL's participation in the Gas Storage Facility will be referred to as the "Gas Storage Project"). As further discussed below and in the affidavit submitted with this Petition, the Gas Storage Project will substantially increase FPL's ability to hedge the physical supply of natural gas, resulting in a significant increase in system reliability and a reduction in natural gas price volatility. The location of the Gas Storage Facility at the termini of the Gulfstream Natural Gas Systems ("Gulfstream") and the Florida Gas Transmission ("FGT") Zone 3, Mobile Bay pipelines will also allow FPL to realize the maximum benefit of its existing firm transportation arrangements and avoid "pancaked" pipeline transportation fees. FPL currently recovers the costs of natural gas storage arrangements through the Fuel Clause, as part of its gas transportation charges. Recovery of reasonably and prudently incurred costs for the Gas Storage Project through the Fuel Clause is appropriate. In further support of this Petition, FPL states:

Background

1. FPL is a public utility subject to the regulatory jurisdiction of the Commission under Chapter 366, Florida Statutes. The Company's principal offices are located at 700 Universe Boulevard, Juno Beach, Florida.

2. All notices, pleadings and other communications required to be served on the petitioner should be directed to:

John T. Butler, Esq.
Senior Attorney
Florida Power & Light Company
9250 W. Flagler Street
Miami, Florida 33174
(305) 552-3867
(305) 552-3865 (Fax)

-and-

Mr. William G. Walker, III
Florida Power & Light Company
215 South Monroe Street, Suite 810
Tallahassee, FL 32301-1859
(850) 521-3910
(850) 521-3939 (Fax)

3. The justification for approval of the Gas Storage Project is addressed in the affidavit of Gerard J. Yupp, which is attached as Exhibit A and made part of this Petition.

Background on Natural Gas Storage

4. FPL depends upon natural gas for a substantial portion of the electric energy it generates each year. For example, slightly over 50% of FPL's 2005 total generated MWh were produced with natural gas. Unlike coal, oil and nuclear fuel, it is impractical to store significant quantities of natural gas at the generating facilities where it is burned. This means that, in the absence of off-site storage arrangements, FPL must depend on a constant supply of natural gas into the pipelines that deliver it to FPL. Any disruptions of those sources of supply by hurricanes

or other events can result in nearly immediate and quite substantial reductions in the amount of natural gas available for FPL's gas-fired generating facilities.

5. FPL has utilized small-scale natural gas storage arrangements for several years. Since 2003, FPL has recovered costs associated with those arrangements through the Fuel Clause as part of its natural gas transportation charges. Additionally, FPL has included the results of its physical hedging activities associated with natural gas storage in the Fuel Clause and in its Hedging Report filed each April.

Description of Gas Storage Project and Its Benefits

6. As explained in greater detail in Mr. Yupp's affidavit, the Gas Storage Facility is located in Mobile County, Alabama. It will entail the high pressure injection of natural gas underground into an existing, depleted oil field. The Gas Storage Facility is situated at the input termini of the Gulfstream pipeline and FGT Mobile Bay pipelines. FPL's utilization of natural gas storage over the past several years has been beneficial in enhancing the reliability of natural gas supply and mitigating some of the impact of natural gas price volatility, particularly during severe weather events. However, the 2004 and 2005 hurricane seasons presented numerous fuel supply challenges that have caused FPL to re-evaluate the extent of natural gas storage from which FPL and its customers could benefit.

7. The susceptibility of the Destin/Mobile Bay area to production shut-ins due to the threat or impact of severe weather events has proven to be a particularly significant challenge. Price volatility in the Destin/Mobile Bay area is high due to this supply limitation. Approximately 48% of the firm gas transportation capacity, on both FGT and Gulfstream, which FPL uses to supply its gas-fired generating facilities, is tied to off-shore production in the Destin/Mobile Bay area. Production shut-ins throughout this area have a significant impact on the availability of natural gas to supply both the FGT and Gulfstream pipelines. To the extent that production is curtailed in the area, FPL must find alternate means to supply gas into the FGT

and Gulfstream pipelines. FPL's existing small-scale natural gas storage arrangement is tied only to FGT and cannot provide storage for the Gulfstream pipeline. Therefore, FPL's options for obtaining natural gas supply for Gulfstream after production shut-ins are currently very limited.

8. The Gas Storage Project is a critical step in helping reduce FPL's vulnerability to natural gas supply curtailments in the Destin/Mobile Bay area and limiting FPL's exposure to the volatility inherent in relying on spot market gas or alternate fuels during severe weather events and periods of high demand. Natural gas storage also allows FPL to better manage and respond to intra-day changes in its natural gas requirements due to load variance, unit outages, etc. The ability to withdraw gas from storage on an intra-day basis allows FPL to potentially avoid having to purchase higher priced, intra-day natural gas and/or dispatching generation with alternate fuels. The Gas Storage Project will enhance FPL's ability to manage day-to-day and intra-day changes. Natural gas that is withdrawn from the Gas Storage Facility may be fed directly into the Gulfstream and/or FGT pipelines and transported to FPL's generating facilities using FPL's current firm transportation agreements. Because the withdrawn natural gas does not first have to be transported through other pipelines, FPL will not be subjected to multiple or "pancaked" transportation charges.

9. FPL will be an "anchor tenant" of the Gas Storage Facility. Its entitlement to store up to 6 million dekatherms which represents approximately 50% of the Gas Storage Facility's Phase I capacity. Six million dekatherms corresponds to approximately five days of FPL's typical natural gas consumption. Thus, the Gas Storage Project will substantially improve FPL's ability to withstand disruptions to the Gulf of Mexico production facilities, such as occurred in the 2005 hurricane season, without having to reduce the output of its gas-fired generating facilities. Moreover, as explained in Mr. Yupp's affidavit, the ability to store a substantial volume of natural gas allows FPL to be more selective as to when it purchases gas.

Timing of the Gas Storage Project

10. In order to secure a substantial participation in the Gas Storage Facility and to help ensure the facility's financial viability, FPL entered into a Firm Storage Service Precedent Agreement (the "Precedent Agreement") with MoBay on April 1, 2006. The Gas Storage Facility is scheduled to go into service between December 31, 2007 and July 1, 2008. FPL is entitled under the Precedent Agreement to terminate its involvement anytime after December 31, 2007 if the Gas Storage Facility is not yet in service and MoBay is not exercising commercially reasonable efforts to complete it. A copy of the Precedent Agreement is Attachment 2 to Mr. Yupp's affidavit.

Proposed Cost Recovery for Gas Storage Project

11. The Gas Storage Project will provide substantial additional supply-reliability and volatility-reduction benefits to FPL and its customers. As such, it is a form of expanded, non-speculative physical hedging. In approving the Hedging Resolution in Order No. PSC-02-1484-FOF-EI, Docket No. 011605-EI, dated October 30, 2002 (the "Hedging Order"), the Commission stated:

> In addition, [the Hedging Resolution] maintains flexibility for each IOU to create the type of risk management program for fuel procurement that it finds most appropriate while allowing the Commission to retain the discretion to evaluate, and the parties the opportunity to address, the prudence of such programs at the appropriate time. Further, the [Hedging Resolution] appears to remove disincentives that may currently exist for IOUs to engage in hedging transactions that may create customer benefits by providing a cost recovery mechanism for prudently incurred hedging transaction costs, gains and losses, and incremental operating and maintenance expenses associated with new and expanded hedging programs."

FPL believes that recovery of the costs for the Gas Storage Project through the Fuel Clause is appropriate and consistent with the intent of the Hedging Resolution as described in the Hedging Order.

12. As presently contemplated, the Gas Storage Project will entail the following financial responsibilities for FPL:

a. A monthly storage reservation charge.

b. In order to maintain sufficient pressure in the Gas Storage Facility to permit natural gas withdrawals as needed, FPL will either have to provide or lease from MoBay an amount of gas equal to 50% of its MSQ (this is referred to as "Base Gas" and would amount to 3 million dekatherms for FPL). Based on MoBay's pricing information, FPL expects that providing its own Base Gas will be less expensive than leasing it from MoBay for the term of the agreement.

c. Fuel retention and commodity charges for injections and withdrawals of natural gas.

d. A monthly inventory insurance charge applied to the total of a tenant's MSQ and Base Gas. This insurance protects against the risk of fire, sabotage and other risks that could result in losing all or part of the volume of the stored gas (for which tenants retain the risk of loss). FPL has the option to obtain this insurance itself rather than paying the monthly inventory insurance charge if deemed beneficial to FPL's customers.

e. Carrying costs associated with the substantial inventory balance that FPL will target for maintaining in the Gas Storage Project in order to provide the reliability and volatility-reduction benefits described above.

13. FPL proposes to recover the Gas Storage Project costs as gas transportation charges and hedging transaction costs via the Fuel Clause. Specifically, FPL proposes to charge for the cost components identified above as follows:

a. Monthly Storage Reservation Charge: This will be charged to the Fuel Clause as a gas transportation charge each month as it is incurred.

b. Base Gas: If FPL leases Base Gas, it will charge the lease payment to the Fuel Clause as a gas transportation charge each month as it is incurred. If FPL elects instead to provide its own Base Gas, it will charge the value of that natural gas to the Fuel Clause as a gas transportation charge in the month when that gas is injected into the Gas Storage Facility.[1] Eventually, the Base Gas will be withdrawn and consumed by FPL. At the time that a quantity of Base Gas is withdrawn, FPL will credit to the Fuel Clause the

[1] The Commission has historically allowed electric utilities to charge "non-recoverable oil" to the Fuel Clause at the time that the oil is placed into the utilities' storage tanks. *See* Order No. 12645, Docket No. 830001-EI, dated November 3, 1983. Base Gas will serve the same purpose in the Gas Storage Facility as non-recoverable oil serves in FPL's oil storage tanks and should be treated similarly.

amount that it had previously charged to the Fuel Clause for that quantity of Base Gas.

c. Injection/Withdrawal Charges: Fuel retention and commodity charges for the injection and withdrawal of natural gas will be charged to the Fuel Clause as gas transportation charges.

d. Monthly Inventory Insurance Charge. If FPL elects to pay MoBay for this insurance, the monthly inventory insurance charge will be charged to the Fuel Clause as a gas transportation charge each month as it is incurred. If FPL provides its own insurance at a lower cost than the Monthly Inventory Insurance Charge, it will charge the actual cost of its premiums to the Fuel Clause as a gas transportation charge in the month when those premiums accrue.

e. Inventory Carrying Costs. The inventory carrying costs will be calculated by applying the regulatory overall cost of capital times the average monthly inventory balance. This calculation is consistent with the methodology used to calculate the return on investment in all of FPL's retail cost recovery clauses. This amount will be charged to the Fuel Clause as part of the weighted average cost of gas as burned.

14. None of the costs of the Gas Storage Project are currently recovered through FPL's base rate charges or any other recovery mechanism.

15. As described in section 5, FPL has utilized small scale natural gas storage arrangements for several years. Initially, FPL purchased storage capacity on a short-term basis, but in 2003 entered into a long-term storage arrangement with Bay Gas Storage Company Limited, Ltd. (the "Bay Gas Storage Contract"). FPL has included costs associated with the Bay Gas Storage Contract in the Fuel Clause since the contract's inception in 2003. However, until now FPL has inadvertently failed to include in the Fuel Clause the carrying cost associated with natural gas inventory that it maintains at the Bay Gas storage facility. Consistent with Paragraph 13(e) above and commencing upon approval of this petition, FPL proposes to begin including in the Fuel Clause the natural gas inventory carrying costs associated with the Bay Gas Storage Contract or any successors thereto.

No Material Facts in Dispute

16. FPL is not aware of any dispute regarding the material facts contained in this petition.

Conclusion and Request for Relief

17. For the reasons discussed above and in Mr. Yupp's affidavit, the Gas Storage Project will serve as a physical hedge that provides reliability and volatility-reduction benefits to FPL's customers; its costs are not currently recovered through FPL's base rates; and recovery of those costs as gas transportation charges and hedging transaction costs via the Fuel Clause is consistent with established Commission practice and the Hedging Order. Accordingly, recovery of reasonably and prudently incurred costs for the project through the Fuel Clause is appropriate.

WHEREFORE, FPL respectfully requests that the Commission enter an order approving recovery of the reasonably and prudently incurred costs of the Gas Storage Project through the Fuel Clause.

Respectfully submitted,

John T. Butler, Esq.
Senior Attorney
Florida Power & Light Company
9250 W. Flagler Street
Miami, Florida 33174
(305) 552-3867
(305) 552-3865 (Fax)

By: ______________________
John T. Butler
Fla. Bar No. 283479

EXHIBIT A

STATE OF FLORIDA)
) AFFIDAVIT OF GERARD YUPP
PALM BEACH COUNTY)

BEFORE ME, the undersigned authority, personally appeared Gerard Yupp who, being first duly sworn, deposes and says:

1. My name is Gerard Yupp. I am currently employed by Florida Power & Light Company ("FPL") as Director of Wholesale Operations in the Energy Marketing and Trading Division. I have personal knowledge of the matters stated in this affidavit.

2. I graduated from Drexel University with a Bachelor of Science Degree in Electrical Engineering in 1989. I joined the Protection and Control Department of FPL in 1989 as a Field Engineer and worked in the area of relay engineering. While employed by FPL, I earned a Masters of Business Administration degree from Florida Atlantic University in 1994. In May of 1995, I joined Cytec Industries as a plant electrical engineer where I worked until October of 1996. At that time, I rejoined FPL as a real-time power trader in the Energy Marketing and Trading Division. Since rejoining FPL in 1996, I have moved from real-time power trading to short-term power trading, power trading manager and assumed my current position in December 2004.

3. I am responsible for managing the daily activities of the Wholesale Operations Group. Daily activities include natural gas and fuel oil procurement, fuel allocation and fuel burn management for FPL's oil and/or natural gas burning plants, coordination of plant outages with wholesale power needs, real-time power trading, short-term power trading, transmission procurement and scheduling. Longer-term initiatives include fuel planning and evaluating opportunities within the wholesale power markets based on forward market conditions, FPL's outage schedule, fuel prices and transmission availability.

4. FPL depends upon natural gas for a substantial portion of the electric energy it generates each year. For example, slightly over 50% of FPL's 2005 total generated MWh were produced with natural gas. Unlike coal, oil and nuclear fuel, it is impractical to store significant quantities of natural gas at the generating facilities where it is burned. This means that, in the absence of off-site storage arrangements, FPL must depend on a constant supply of natural gas into the pipelines that deliver it to FPL. Any disruptions of those sources of supply by hurricanes or other events can result in nearly immediate and quite substantial reductions in the amount of natural gas available for FPL's gas-fired generating facilities.

5. MoBay Gas Storage Hub, owned and operated by Falcon Gas Storage, Inc (www.falcongasstorage.com) is a HDMC (high-deliverability, multi-cycle) reservoir gas storage facility of up to 50+ Bcf of storage capacity in compartmentalized high-quality gas reservoirs. Set for phased development starting with Phase I working gas capacity of 12 Bcf and up to 50+ Bcf of working gas capacity available (Phase II) with maximum injection/withdrawal capabilities of 1.2 Bcfd+ each which will be interconnected to four different interstate pipelines: Florida Gas Transmission (FGT) Zone 3, Gulfstream Natural Gas (Gulfstream), Gulf South Pipeline (Gulf South) Zone 4, and Transcontinental Gas Pipeline (Transco) Station 85 / Zone 4. When fully developed, MoBay will be the largest, most southeasterly underground natural gas storage facility in the United States. MoBay's primary storage facilities (such as compression, controls, pipeline interconnections and meter stations) will be located

onshore in Coden, Alabama next to Gulf Stream's main compression station at the confluence of major market and supply area pipeline systems and processing plants serving natural gas and electric utilities in the Southeast and Northeast markets. It will be the only proposed HDMC storage facility of any kind capable of directly connecting with the Gulfstream pipeline system serving the Florida market. HDMC (high-deliverability, multi-cycle) reservoir storage provides shorter and lower development costs per unit than other gas storage facilities. In turn this provides operational service at far less cost than other facilities such as salt caverns. HDMC reservoir storage provides high Peak Day deliverability, very large storage volumes, allows inventory to be cycled from 1-6 times annually while virtually eliminating the kinds of catastrophic failure risks that have plagued Salt Cavern storage on a number of different occasions (e.g., Moss Bluff). Maintenance and overall site development for HDMC reservoir storage also provides far less environmental impact in development and operations. HDMC reservoir storage is conducted in depleted oil and gas reservoirs that are known geologic structures, having held oil and gas in well formed and identified geologic structures for millions of years, giving confidence in the safe, effective, active and long term storage of natural gas, unlike man-made caverns that have been known to leak and/or experience catastrophic failures, including fires and explosion. (See Attachment 1).

6. The Gas Storage Project will substantially increase FPL's ability to hedge the physical supply of natural gas, resulting in a significant increase in system reliability and a reduction in natural gas price volatility. The location of the Gas Storage Facility is close to the growing natural gas loads in the Florida markets and can provide benefits to all natural gas consumers in Florida. Additionally, this location at the termini of the Gulfstream pipeline and FGT Mobile Bay pipelines will allow FPL to realize the maximum benefit of its existing firm transportation arrangements and avoid "pancaked" pipeline transportation fees.

7. FPL will be an "anchor tenant" of the Gas Storage Facility. It will be entitled to store up to 6 million dekatherms at the Gas Storage Facility, which represents 50% of the facility's Phase I capacity. Six million dekatherms corresponds to approximately five days of FPL's typical natural gas consumption. Thus, the Gas Storage Project will substantially improve FPL's ability to withstand disruptions to the Gulf of Mexico production facilities, such as occurred in the 2005 hurricane season, without having to reduce the output of its gas-fired generating facilities. The Destin/Mobile Bay area of the Gulf of Mexico is highly susceptible to production shut-ins due to the threat or impact of extreme weather events. Approximately 48% of FPL's firm gas transportation capacity, on FGT and Gulfstream, is tied to off-shore production in the Destin/Mobile Bay area. Production shut-ins in this area have a significant impact on the availability of natural gas to supply both the FGT and Gulfstream pipelines. To the extent that production is curtailed in the area, FPL must find alternate means to supply natural gas into the FGT and Gulfstream pipelines. FPL's options for obtaining natural gas supply for Gulfstream after production shut-ins are currently very limited. The Gas Storage Project will provide FPL with an alternate gas supply source directly connected to the Gulfstream pipeline. FPL will also be able to deliver gas into FGT from the Gas Storage Facility. Natural gas supplies from this area are also subject to high price volatility, not only during extreme events, but also during high demand periods due to location and operational reasons. Therefore, the ability to store a substantial volume of natural gas will help reduce FPL's vulnerability to natural gas supply curtailments in the Destin/Mobile Bay area and help limit FPL's exposure to the volatility inherent in relying on spot market gas or alternate fuels during severe weather events and periods of high demand. The Gas Storage Facility will also enhance FPL's ability to respond to day-to-day and intra-day changes to its natural gas requirements.

8. In order to secure a substantial participation in the Gas Storage Facility and to help ensure the facility's financial viability, FPL entered into a Firm Storage Service Precedent Agreement (the "Precedent Agreement") with MoBay on April 1, 2006. The Gas Storage Facility is scheduled to go into service between December 31, 2007 and July 1, 2008. FPL is entitled under the Precedent Agreement to terminate its involvement anytime after December 31, 2007 if the Gas Storage Facility is not yet in service and MoBay is not exercising commercially reasonable efforts to complete it. [redacted] A copy of the Precedent Agreement is provided as Attachment 2.

9. As presently contemplated, the Gas Storage Project will entail the following financial responsibilities for FPL:

a. A monthly storage reservation charge of [redacted] per dekatherm of the maximum storage quantity ("MSQ"). At FPL's expected MSQ of 6 million dekatherms, this would be [redacted] per month.

b. In order to maintain sufficient pressure in the Gas Storage Facility to permit natural gas withdrawals as needed, FPL will either have to provide or lease from MoBay an amount of gas equal to 50% of its MSQ (this is referred to as "Base Gas" and would amount to 3 million dekatherms for FPL). Based on MoBay's pricing information, FPL expects that providing its own Base Gas will be less expensive than leasing it from MoBay for the term of the agreement.

c. A charge of 1% fuel retention for each dekatherm of natural gas that is injected into and 1% fuel retention for each dekatherm withdrawn from the Gas Storage Facility. Fuel retention is the percentage of each injected or withdrawn volume of fuel that the Gas Storage Facility retains to compensate for fuel used in the compression process. In addition to fuel retention, a commodity charge of [redacted] per dekatherm will be applied to all injections and withdrawals of natural gas. This commodity charge compensates the Gas Storage Facility for operation and maintenance expenses.

d. A monthly inventory insurance charge of $0.0125 per dekatherm, applied to the total of a tenant's MSQ and Base Gas. For FPL, this would be 9 million dekatherms times $0.0125, or $112,500 per month. This insurance protects against the risk of fire, sabotage and other risks that could result in losing all or part of the volume of the stored gas (for which tenants retain the risk of loss). FPL has the option to obtain this insurance itself rather than paying the monthly inventory insurance charge if deemed beneficial to FPL's customers.

e. Carrying costs associated with the substantial inventory balance that FPL will target for maintaining in the Gas Storage Project in order to provide the reliability and volatility-reduction benefits described above.

10. Attachment 3 is a table showing that the storage costs under the Gas Storage Project are favorable in comparison to FPL's existing storage arrangements. [redacted]

11. None of the costs of the Gas Storage Project are currently recovered through FPL's base rate charges or any other recovery mechanism. FPL currently recovers the costs of natural gas storage arrangements through the Fuel Clause, as part of its gas transportation charges. Attachment 4 is MFR B-18 for the Test Year 2006 showing that natural gas inventory was not included in FPL's MFR filing in Docket No. 050045-EI and, therefore, the carrying costs associated with natural gas inventory is not included in FPL's base rate charges.

12. Affiant says nothing further.

Gerard J Yupp

Gerard Yupp

SWORN TO AND SUBSCRIBED before me this 27 day of April 2006, by Gerard Yupp, who is personally known to me or who has produced __________ (type of identification) as identification and who did take an oath.

Debra Ann Dominguez

Notary Public, State of Florida

My Commission Expires: April 20, 2008

NOTARY PUBLIC STATE OF FLORIDA
Debra Ann Dominguez
Commission # DD312184
Expires: April 20, 2008
Aaron Notary 1-800-350-5161

LDC FORUM
Atlanta, Georgia April 2006

Michael E. Moore
Director of Marketing East Region

FALCON GAS STORAGE

MOBAY STORAGE HUB

Falcon Gas Storage Company, Inc.

Falcon Gas Storage Company, Inc.

- Falcon Gas Storage Company, Inc. was founded in 2000 to develop and operate underground natural gas reservoir storage facilities.
- Today, Falcon is the largest independent developer/operator of underground natural gas storage in the U.S.
- Operates 20 Bcf of high-deliverability reservoir storage capacity in Texas.
- Falcon proposes to develop the MoBay Storage Hub in Mobile County, AL.

2

FALCON GAS STORAGE

MoBay Overview

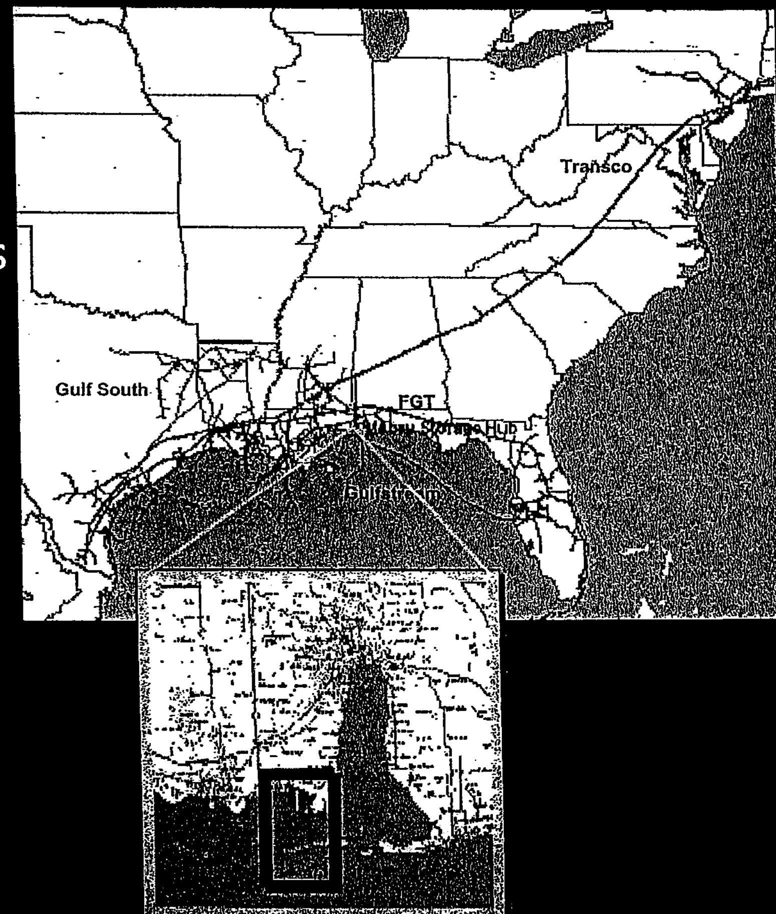
- Falcon acquired the MoBay reservoirs and production facilities from Callon Petroleum in 2003.
- Ideal porosity and permeability characteristics for HDMC gas storage.
- Ideal location to directly connect with multiple markets and supply points.
- Multiple, compartmentalized reservoirs can be developed in phases providing significant amount of new storage capacity from a single location next to major interstate pipelines and proposed LNG facilities (cumulative production: 75.8 Bcf).
- Falcon has operated MoBay production since January 2003.
- Conversion to storage operations uses standard drilling, completion, pipeline and compression technology.
- Designed for continuous operations during extreme weather events.

FALCON GAS STORAGE

Strategic Location

Ideal storage hub location:

- Offshore production
- Gas processing facilities
- Proposed LNG import facilities
- Major interstate pipelines serving Southeast and Northeast markets
  - Gulfstream
  - Transco
  - GulfSouth
  - Florida Gas Transmission



4

FALCON GAS STORAGE

Strategic Location

Direct Access to Major Markets/Supply

Southeast/Florida:

- Gulfstream (Destin via backhaul on Gulfstream)
- Florida Gas Transmission (via Transco MBL) – Zone 3
- GulfSouth Pipeline – Zone 4

Northeast Demand:

- Transco Mobile Bay Lateral - Zone 4A

Supply:

- Proposed LNG import terminals in Pascagoula/Mobile (5)
- ExxonMobil Mary Ann Plant
- Shell Yellow Hammer Plant
- Dauphin Island Gathering Partners
- Mobile Bay Processing Partners Plant
- Williams Mobile Bay Processing Plant

South East Expansion "Open Seasons"

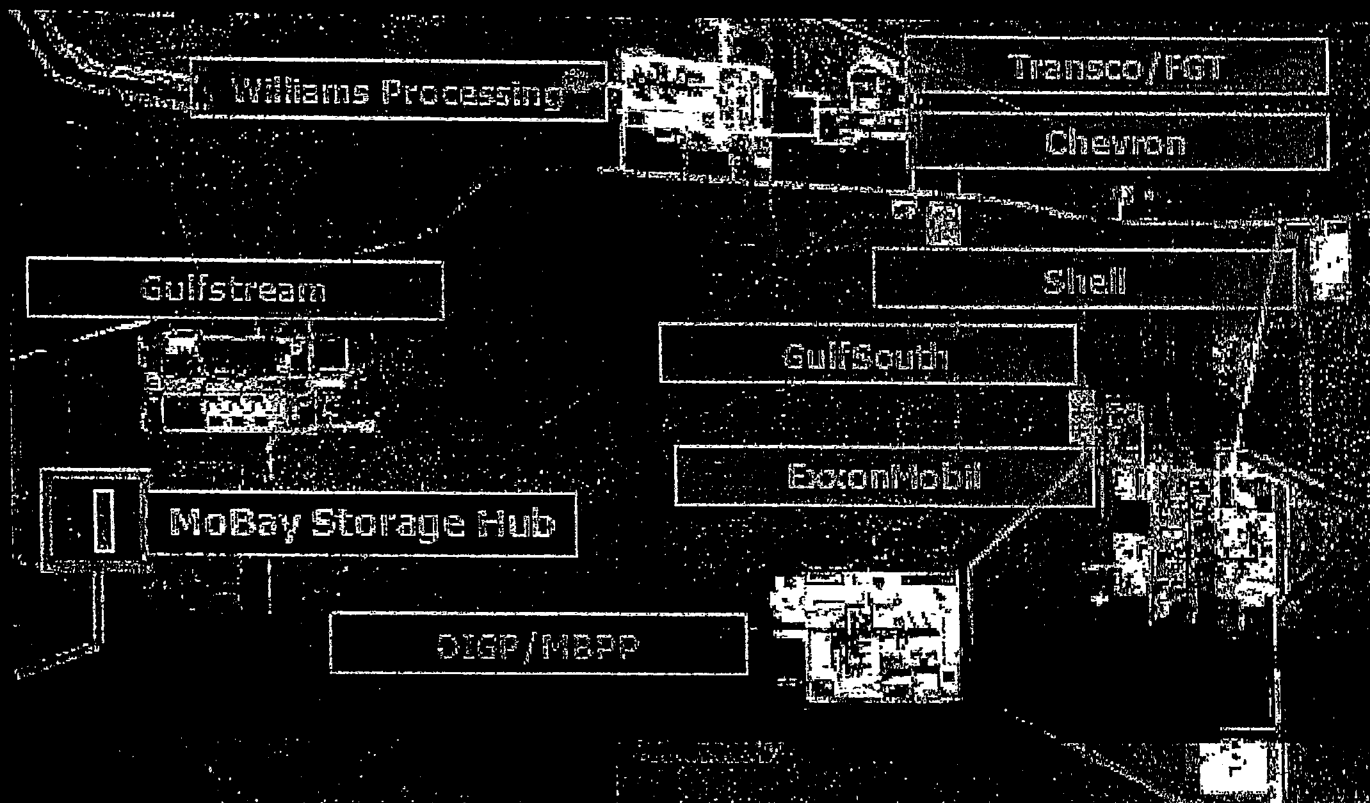
FALCON GAS STORAGE

- **Falcon's MoBay Storage and Market Hub** Open Season ran 2/15-3/15 adding 50 Bcf storage capacity in three phases
- **Duke-Center Point Southeast Supply Header** 1/20/05 to 2/18/06 connecting Perryville Hub to Gulfstream with 1 Bcf capacity
- **Gulfstream Pipeline Expansion** Open Season for 200 mmcf compression ran 2/1 to 3/1/2006
- **Gulfstream Reverse Open Season** for shipper capacity that can be turned back running 3/10 to 4/7/2006
- **Transco Mobile Bay Lateral** 700 mmcf capacity expansion from Station 85 to a new Gulfstream Point ran 2/8 to 3/10 2006

FALCON GAS STORAGE

Strategic Location

Direct Access to Major Markets/Supply



7

Facilities

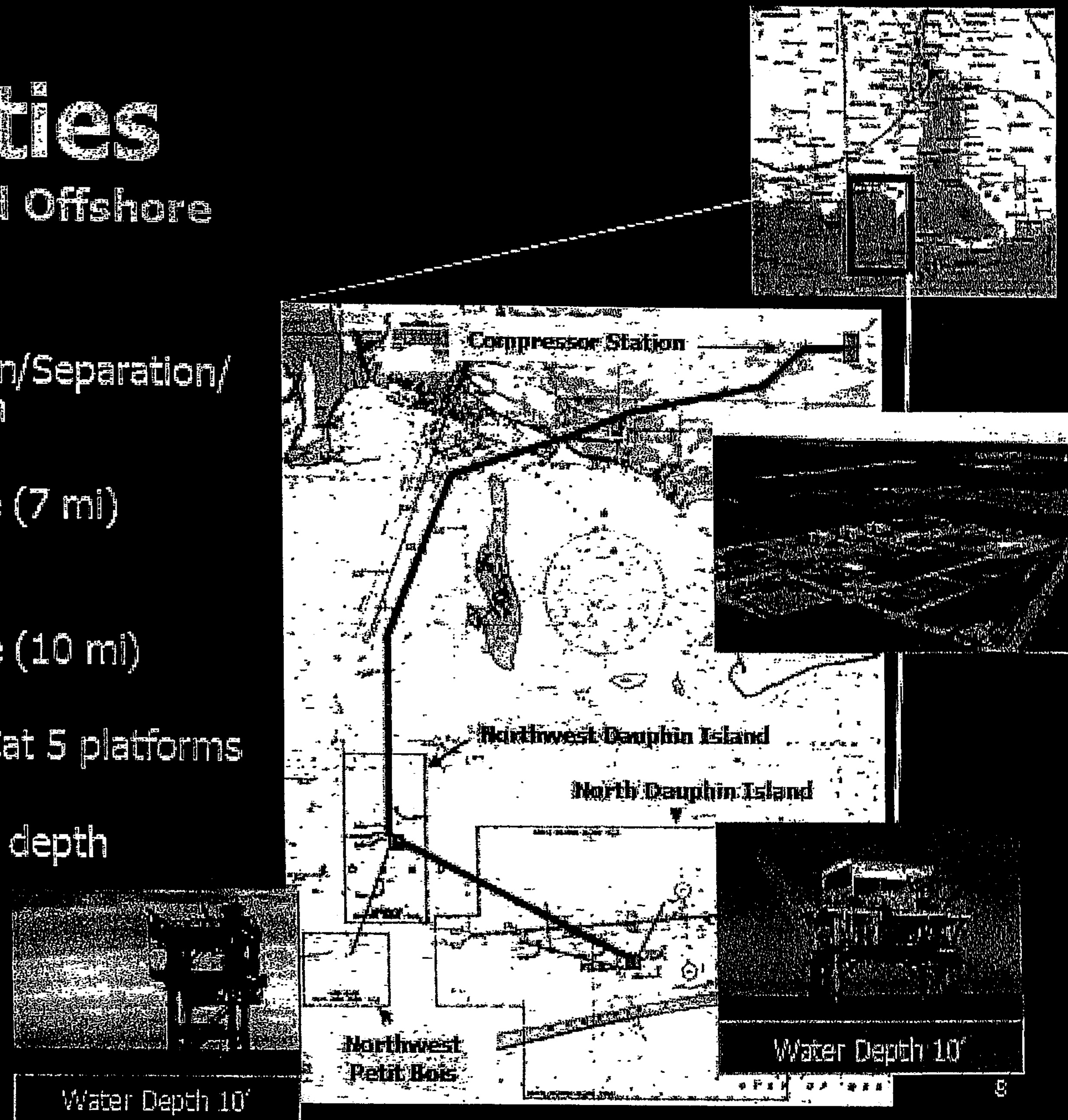
Onshore and Offshore

Onshore:

- Compression/Separation/ Dehydration
- Metering
- 36" Pipeline (7 mi)

Offshore:

- 36" Pipeline (10 mi)
- Wells
- 2 existing Cat 5 platforms
- Flow lines
- 5-10' water depth



9

FALCON GAS STORAGE

Strategic Location

Downstream of pipeline/processing constraints

- Most southeasterly storage location in the U.S.
- Multiple pipeline interconnects serving multiple markets.
- Only storage facility with direct access to Gulfstream.
- Reduces transport cost required for upstream storage holders.
- Telescoping capacity on Transco FGT limits takeaway capacity at upstream storage locations.
- Offers stronger pricing points for LNG imports: SE (Florida)/Atlantic Seaboard.
- Access to significant processing capacity at Mobile Bay.
- Well-positioned for eventual development of resources in the Eastern Gulf of Mexico.

FALCON GAS STORAGE

Market Demand

Results of Non-Binding Open Season (03/15/06)

Working Gas:	34 Bcf
Maximum Withdrawal:	1.3 Bcfd
Maximum Injection:	0.7 Bcfd
Services:	1-9 cycle storage
Term of service:	3-15 yrs
Shipper Type:	Electric utilities, LDCs, LNG terminals, Marketers, Producers, Industrials
Requested in-service:	Fall 2007

Market Demand

Services and Rates Requested

- Firm and Interruptible Storage Services
- Firm and Interruptible Wheeling Services
- Park and Loan Services
- Market-Based Rates

FALCON GAS STORAGE

Market Demand

Precedent Agreements Executed as of 04/01/06

Working Gas:	10 Bcf
Maximum Withdrawal:	400 mmcfd
Maximum Injection:	200 mmcfd
Services:	2-4 cycle service
Term:	3-15 yrs

12

FALCON GAS STORAGE

Phase I

- Construct new onshore compressor plant and meter stations:
  - Gulfstream
  - Transco MBL
  - GulfSouth
  - Florida Gas Transmission
- Construct new 36″ pipeline connecting onshore compressor station with off-shore facilities
- Reservoirs converted to storage:
  - Northwest Dauphin Island
  - Northeast Petit Bois
  - North Dauphin Island - West Section
- Total working gas: 12 Bcf

FALCON GAS STORAGE

Phase II Expansions

- Additional storage injection/withdrawal wells
- Additional compression (up to 30,000 total hp)

- Total working gas capacity: 50 Bcf
- Maximum Withdrawal Capacity: 1 Bcfd
- Maximum Injection Capacity: 1 Bcfd

FALCON GAS STORAGE

Timeline

File State and Federal Applications	May 2006
Start construction (To meet requested Phase I in-service date)	Winter 2006
Phase I in-service	October 2007
Phase II in-service	Summer 2008 – Spring 2009

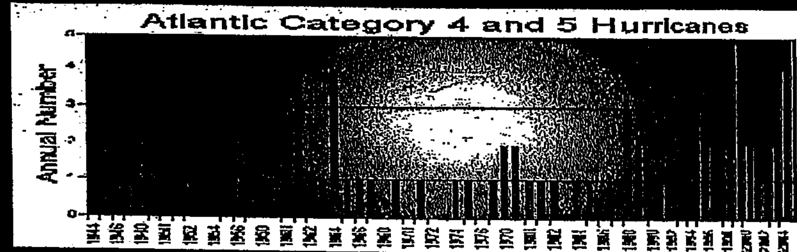
Storage and NatGas Volatility

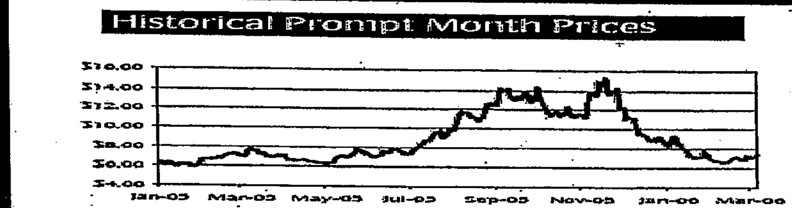
FALCON GAS STORAGE

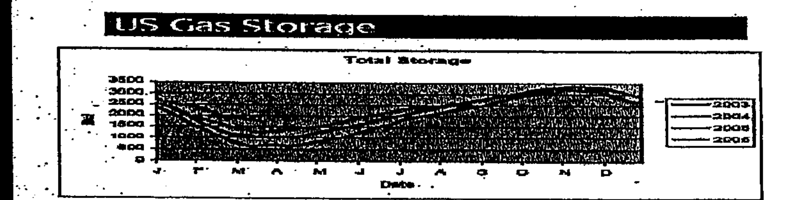
- Unseasonably warm winter-hurricane wildcard
- Current and planned gas storage committed
- Gas in-storage at all time highs
- Industrials re-emerging on base load side
- Economic growth strong
- Pipeline capacity into SE fully utilized
- Quickly changing supply/infrastructure demographics
- LNG is developing....issues are abundant
- Price signals conflicting
- What's Coal doing?
- Impacts long term planning decisions

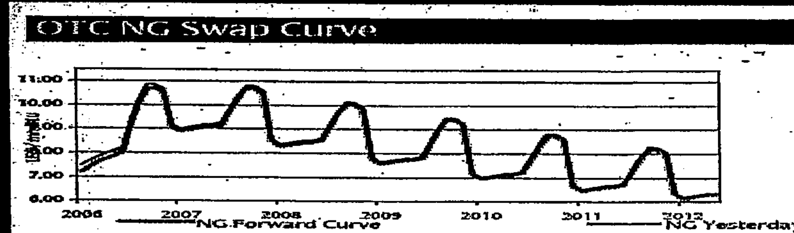
Market Drivers Today

- The South and Northeast recorded the lowest regional unemployment rates in January, 4.4 and 4.5 percent, respectively
- Among the nine geographic divisions, the South Atlantic posted the lowest unemployment rate in January, 3.9 percent.
- Florida and Virginia, 3.0 percent each
- West Virginia and Alabama 3.8 percent each
- Georgia 4.8%, North Carolina 4.3% Louisiana 4.8%
- South Carolina 6.2 percent, Mississippi 8.4%,









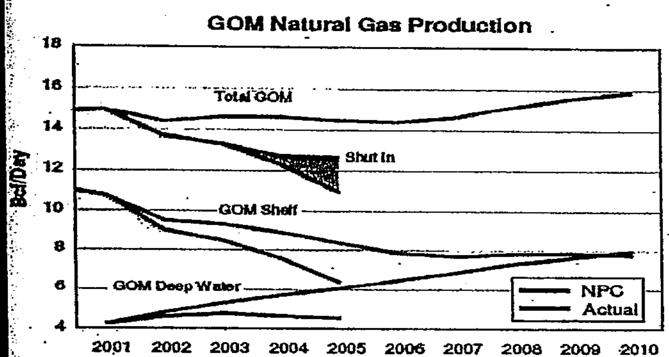
Depleting GOM NatGas Production

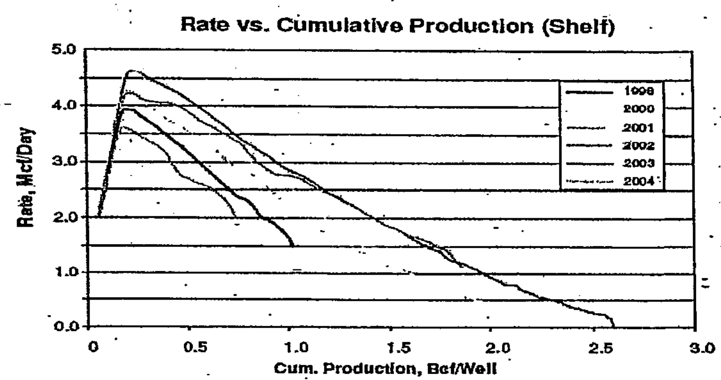
FALCON GAS STORAGE

Source: NPC Report 2005

Natural Gas Supply Overview

Gulf of Mexico Basin (Shelf/Deepwater)





- GOM shelf gas production has declined by nearly 2.6 Bcf/day, since 2001 (excluding effect of hurricanes); opportunities continue to become smaller; hurricanes reduced gas production by an additional 1.7 Bcf/day in 2005.
- Deepwater projects are delayed and less gas prone than expected.
- Sustaining GOM production will be challenging given recent disappointing exploration results.

Conclusion

- Right Place
- Right Time
- Right Facilities
- Right Markets
- Right Size
- Right Customer Base
- Thank You

FIRM STORAGE SERVICE PRECEDENT AGREEMENT

This Firm Storage Service Precedent Agreement ("Precedent Agreement") is entered into this ______ day of ____________, 2006, by and between **MoBay Storage Hub, Inc.** ("Owner"), a Delaware Corporation, and Florida Power & Light Company, a corporation formed under the laws of Florida ("Shipper"). Owner and Shipper are referred to herein individually as a "Party" and collectively "Parties".

WITNESSETH:

WHEREAS, Owner proposes to construct, own, and operate a subsurface natural gas storage facility and appurtenant facilities in Mobile, Alabama ("MoBay Storage Project") and to engage in the storage of natural gas in interstate commerce subject to the jurisdiction of the Federal Energy Regulatory Commission ("Commission" or "FERC"); and

WHEREAS, Shipper desires Owner to store Shipper's natural gas on a firm basis in the MoBay Storage Project; and

WHEREAS, subject to the terms and conditions set forth in this Precedent Agreement, Owner is willing to endeavor to construct, install or cause to be constructed or installed the necessary facilities and to provide the firm storage service as described in this Precedent Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, Owner and Shipper stipulate and agree as follows:

1. <u>Governmental Authorizations</u>. Subject to the terms and conditions of this Precedent Agreement, Owner shall use commercially reasonable efforts to obtain from all governmental and regulatory authorities having competent jurisdiction over the MoBay Storage Project, including the Commission, the authorizations and/or exemptions ("Governmental

Authorizations") that Owner determines are necessary: (i) to construct, install, own, maintain, and operate (or cause to be constructed, installed, owned, maintained, and operated) the facilities necessary to render the firm service as contemplated in this Precedent Agreement; (ii) to provide firm storage services at market-based rates; and (iii) to perform its obligations under the Firm Storage Service Agreement ("Service Agreement") attached hereto as Exhibit A and made a part hereof. Owner shall file and prosecute any and all applications for such Governmental Authorizations, any supplements and amendments thereto, and, if necessary, any court review, in such manner as it deems to be in its best interest. Shipper expressly agrees to support and cooperate, and to not oppose, obstruct, or otherwise interfere with, in any manner whatsoever, the efforts of Owner to obtain all Governmental Authorizations.

2. Execution of Service Agreement. Contemporaneously with the execution and delivery of this Precedent Agreement, Shipper and Owner have executed the Service Agreement, which provides for a firm storage reservation capacity of 6,000,000 Dth ("Initial Capacity"). Owner shall provide, and Shipper shall take and pay for, service pursuant to the Service Agreement as of the in-service date of the MoBay Storage Project established pursuant to Paragraph 4; provided, however, that the Service Agreement shall be terminated prior to such date if this Agreement is terminated pursuant to subparagraphs (b), (c), or (d) of Paragraph 6 or subparagraph (b) of Paragraph 4 and in such case neither Shipper nor Owner shall have any obligations with respect to the Service Agreement.

3. Design and Implementation of Facilities. Owner will undertake the design of facilities and any other preparatory actions necessary for Owner to complete and file its certificate application(s) with the Commission. Upon satisfaction or waiver of the conditions precedent set forth in subparagraphs (a), (b), (c), (d), (e), and (g) of Paragraph 5, Owner shall proceed with the

necessary final design of facilities, acquisition of materials, supplies, properties, rights-of-way and any other necessary preparations to implement the firm service under the Service Agreement as contemplated in this Precedent Agreement. Prior to the satisfaction or waiver of the associated conditions precedent, Owner shall have the right, but not the obligation, to proceed with the foregoing activities. If Owner elects to proceed with some of the foregoing activities prior to satisfaction of the associated condition precedent(s), such actions shall not constitute waiver of such condition precedent(s) absent written notice to that effect from Owner.

4. <u>Construction of Facilities and Commencement of Service; Expansions</u>.

(a) Upon satisfaction or waiver of the conditions precedent set forth in subparagraphs (a), (b), (c), (d), (e), and (g) of Paragraph 5, Owner shall use commercially reasonable efforts to construct the authorized facilities necessary to implement the firm service contemplated in this Precedent Agreement and the Service Agreement on or about December 31, 2007 ("Proposed In-Service Date"); provided, however, that in the event Owner's failure to complete construction of its facilities and commence the storage services contemplated hereunder is due to Owner's Force Majeure, the Proposed In-Service Date shall be extended for each day of force majeure up to a maximum of one hundred eighty (180) days. "Owner's Force Majeure" shall mean any cause whether of the kind enumerated herein or otherwise, not reasonably within the control of Owner, that renders Owner unable, wholly or in part, to construct the MoBay Storage Project. Owner's Force Majeure shall include, but not be limited to, acts of God; strikes, lockouts and industrial disputes or disturbances; inability to secure or delays in obtaining material permits or material Governmental Authorizations, material easements or rights-of-way, impossibility to secure labor, materials, supplies or inability to secure materials by reason of allocations promulgated by authorized governmental agencies; arrests and restraints of governments and people;

interruptions by government or court orders; present and future valid orders, decisions or rulings of any government or regulatory entity having proper jurisdiction; acts of the public enemy; vandalism; wars; riots; civil disturbances; blockades; insurrection; epidemics; landslides; lightening; tornadoes; hurricanes; earthquakes; fires; storms; floods; washouts; inclement weather which necessitates extraordinary measures to maintain operations; explosions; breakage, accidents and/or maintenance to plant facilities including machinery, lines of pipe, accidents and/or unscheduled maintenance of wells or subsurface storage caverns or reservoirs; testing (as required by governmental authority or as deemed necessary by Owner for the safe operation of the facilities required to perform the services hereunder); and the making of repairs or alterations to pipelines, storage, caverns or reservoirs and plant facilities including pipeline repairs of transporter(s) with which the MoBay Storage Project interconnects. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of Owner, and that Owner shall not be required to settle strikes or lockouts by acceding to the demands of opposing party when such course is inadvisable in the discretion of Owner. If, notwithstanding the commercially reasonable efforts of Owner, Owner is unable to commence the firm service for Shipper as contemplated herein by the Proposed In-Service Date, Owner will continue to proceed with commercially reasonable efforts to complete arrangements for such firm service and commence the firm service for Shipper at the earliest practicable date thereafter. Owner will not be liable nor will this Precedent Agreement or the Service Agreement be subject to cancellation (except as specifically provided pursuant to Paragraph 6) if Owner is unable to complete the construction of such authorized and necessary facilities and commence the firm service contemplated herein by the Proposed In-Service Date, except as provided in Paragraph 4(b).

(b) If Owner is unable to complete construction of its facilities and commence the storage services contemplated hereunder by the Proposed In-Service Date (as such date may be extended pursuant to Paragraph 4(a)), then Shipper shall have the right after the Proposed In-Service Date, to give Owner notice of cancellation of this Precedent Agreement and the firm storage agreement to be effective upon thirty (30) days from the date of written notice of cancellation to Owner; provided, however, that if and for so long as Owner continues to exercise commercially reasonable efforts to construct its facilities and commence the storage services, Shipper shall not be entitled to exercise its termination right until one hundred eighty (180) days after the Proposed In-Service Date.

5. <u>Conditions Precedent</u>. The Parties' rights and obligations under Paragraph 4(a) are expressly made subject to satisfaction, or waiver by Owner, of the conditions precedent (a), (b), and (c) below and the satisfaction, or waiver by Shipper, of the conditions precedent (d), (e), (f), and (g) below:

(a) receipt in a form acceptable to Owner in its sole discretion by [redacted] of the Governmental Authorizations, except for those authorizations typically received after the commencement of construction;

(b) procurement by [redacted] of all necessary rights-of-way easements or permits in form and substance acceptable to Owner in its sole discretion;

(c) receipt by Owner of approval by its Board of Directors no later than ten (10) days of the satisfaction or waiver of condition precedent 5(d) below, from its Management Committee or similar governing body to proceed with this Precedent Agreement and the Service Agreement;

(d) receipt by Shipper of approval no later than ten (10) days of the execution of this Precedent Agreement, from its Management Committee or similar governing body to proceed with this Precedent Agreement and the Service Agreement;

(e) submission by Owner to the Federal Energy Regulatory Commission of an application pursuant to Section 7 of the Natural Gas Act for a certificate of public convenience and necessity to construct, own, and operate the MoBay Storage Project by [redacted];

(f) commencement by Owner of bona fide construction of the MoBay Storage Project no later than [redacted] For purposes of this Precedent Agreement, Owner shall be deemed to have commenced bona fide construction of the MoBay Storage Project facilities when Owner has awarded the construction contract(s) to its general construction contractor(s) and such contractor(s) certifies to Shipper in writing that it has been released to commence construction of the MoBay Storage Project facilities; and

(g) receipt in a form acceptable to Shipper in its sole discretion by [redacted] of approval from the Florida Public Service Commission for Shipper to recover through the fuel cost recovery clause costs Shipper incurs pursuant to the obligations set forth in this Precedent Agreement and the Service Agreement; provided, however, that Shipper may, upon written notice provided to Owner no later than [redacted] extend the deadline for the satisfaction of this condition precedent 5(g) by up to sixty (60) days; provided further that the deadlines applicable to the conditions precedent 5(a), 5(b), 5(e), and 5(f) above shall be extended by the same number of days that Shipper elects to extend the deadline for this condition precedent 5(g).

6. Term and Termination.

(a) This Precedent Agreement shall become effective on the date set forth above and, unless terminated pursuant to Paragraph 4(b) or subparagraphs (b), (c), or (d) of this Paragraph 6, will terminate by its express terms on the date of commencement of service under the Service Agreement, as provided for in Paragraph 4(a), and thereafter Owner's and Shipper's rights and obligations related to the storage transaction contemplated herein shall be determined pursuant to the terms and conditions of such Service Agreement and Owner's FERC Gas Tariff, as effective from time to time, except that Shipper shall be required to comply with the creditworthiness provisions of Paragraph 7 for the term of the Service Agreement.

(b) At any time prior to the commencement of bona fide construction, Owner may terminate this Precedent Agreement at any time upon fifteen (15) days' prior written notice to Shipper if Owner, in its sole discretion, determines for any reason that the MoBay Storage Project contemplated herein is no longer economically viable or if substantially all of the other precedent agreements, service agreements or other contractual arrangements for the firm service to be made available by the MoBay Storage Project are terminated, other than by reason of commencement of service.

(c) Failure of Conditions Precedent.

(i) If a condition precedent set forth in Paragraphs 5(a) through (c) has not been fully satisfied, or waived by Owner pursuant to the terms of Paragraph 5, by the applicable date specified therein or if a condition precedent set forth in Paragraphs 5(d) and (g) has not been fully satisfied, or waived by Shipper pursuant to the terms of Paragraph 5 by the applicable date specified therein, then Owner may thereafter terminate this Precedent Agreement by giving ninety (90) days' prior written notice of its intention to terminate to Shipper; provided, however, if the condition precedent is satisfied, or waived by Owner or Shipper, as applicable, pursuant to the terms of Paragraph 5, within such ninety (90)-day notice period, then termination will not be effective; provided further that the foregoing cure period shall not apply to the condition precedent set for in Paragraph 5(g).

(ii) If a condition precedent set forth in Paragraphs 5(d) through (g) has not been fully satisfied by Owner or Shipper, as applicable, or waived by Shipper pursuant to the terms of Paragraph 5, by the applicable date specified therein, then Shipper may thereafter terminate this Precedent Agreement by giving forty-five (45) days' prior written notice of its intention to terminate to Owner, such notice to be given no later than ninety (90) days after the applicable date for satisfaction of the condition precedent; provided, however, if the condition precedent is satisfied, or waived by Shipper, pursuant to the terms of Paragraph 5, within such forty-five (45)-day notice period, then termination will not be effective; provided further that the foregoing cure period shall not apply to the condition precedent set for in Paragraph 5(g).

(d) If Shipper (i) fails to perform, in whole or in part, its material duties and obligations hereunder or (ii) interferes with or obstructs the receipt by Owner of the Governmental Authorizations contemplated by this Precedent Agreement as requested by Owner and Owner as a result of such interference or obstruction by Shipper, does not receive the Governmental Authorizations in form and substance as requested by Owner or does not receive such authorizations and/or exemptions at all, then Owner may, in addition to any other remedies Owner may have at law or equity, thereafter terminate this Precedent Agreement by giving sixty (60) days' prior written notice of its intention to terminate to Shipper; provided, however, if the Shipper cures its failure to perform under clause (i) above, within such sixty (60)-day notice period, then termination will not be effective.

(e) Owner agrees that the term of the Service Agreement shall be for fifteen (15) years ("Primary Term").

7. Creditworthiness.

(a) Applicability. Shipper covenants that, beginning on the commencement of service pursuant to the Service Agreement and for so long as the Service Agreement remains in effect Shipper shall, comply with the creditworthiness requirements set forth in Owner's FERC Gas Tariff, as amended by this Paragraph 8. The provisions of this Paragraph 8 shall survive the termination of this Precedent Agreement.

(b) Alternative Forms of Security. The following provisions shall replace subsections (i), (ii) and (iii) of Section 2.4(c) of the General Terms and Conditions of Owner's FERC Gas Tariff:

(i) Shipper may post and maintain in effect a standby, irrevocable Letter of Credit (aa) issued by a financial institution with combined capital and surplus of at least $500,000,000 that is rated at least A by Standard & Poor's Corporation and A2 by Moody's Investor Services, Inc., (bb) that provides for partial drawdowns, and (cc) in form and substance satisfactory to Owner. A form of letter of credit is available from Owner. The amount of the Letter of Credit shall be equal to no less than the value of applicable transportations charges for Shipper's Maximum Storage Quantity (as defined in the Service Agreement) for the lesser of (i) twenty-four months or (ii) the remaining term of the Service Agreement. If Owner draws funds under the Letter of Credit, Shipper shall replenish the Letter of Credit to the required value specified herein no later than five (5) Business Days after such drawing. As Owner recovers the cost of such facilities through its rates, the security required shall be reduced accordingly until the amount is reduced to the value of three (3) months' worth of applicable storage charges.

(ii) Shipper may provide a guaranty of all of Shipper's obligations under the Service Agreement granted to Owner by the Shipper's parent, affiliate or third party with a rating of at least the Minimum Acceptable Credit Rating, which guarantee shall be in form and substance acceptable to Owner. A form of guaranty is available from Owner.

(iii) Shipper may prepay for service via cleared check or wire transfer. The amount of the prepayment shall be equal to no less than the value of applicable transportations charges for Shipper's Maximum Storage Quantity (as defined in the Service Agreement) for the lesser of (i) twenty-four months or (ii) the remaining term of the Service Agreement. Prepayment amounts shall be deposited in an interest-bearing escrow account if such an account has been established by Shipper and Owner reasonably determines that such account is satisfactory. The costs of establishing and maintaining the escrow account shall be borne by Shipper. The escrow bank must be acceptable to Owner. The escrow agreement shall provide for prepayment amounts to be applied against Shipper's obligation under its service agreement(s) with Owner and shall grant Owner a security interest in such amounts as an assurance of future performance. The escrow agreement shall specify the permitted investments of escrowed funds so as to protect principal, and shall include only such investment options as corporations typically use for short-term deposit of their funds. If Owner is required to draw down the funds in escrow, Shipper shall replenish such funds no later than five (5) business days.

8. Assignment.

(a) Prior to the commencement of service pursuant to the Service Agreement, neither Shipper nor Owner may assign any of its rights or obligations under this Precedent Agreement without the prior written consent of the other Party hereto, which consent may be withheld in the other Party's sole discretion; provided, however, that Shipper may assign its rights and obligations under this Precedent Agreement if such assignment is mandated by a valid order of the Florida Public Service Commission and provided further that no such assignment by Shipper shall release Shipper from its obligations hereunder.

(b) Notwithstanding Section 9(a), Owner may, from time to time, without the consent of Shipper, assign this Agreement and the Service Agreement to a lender for collateral security purposes in connection with any financing or the refinancing of the Facility. Shipper agrees to cooperate within reason with the financial institutions that provide financing and/or insurance for the ownership and operation of the Facility (each a "Lender/Insurer") to the extent reasonably required by any such Lender/Insurer in order to underwrite, insure, or re-insure the Project, the operations and the liabilities associated therewith or to protect and give effect to the security interests granted to or for the benefit of the lenders to secure the performance of the obligations of Owner under the agreements and documents executed and delivered in connection with any such financing. Shipper agrees to execute reasonable and customary consenting documents. The provisions of this Paragraph 9(b) shall survive the termination of this Precedent Agreement.

(c) From and after the commencement of service under the Service Agreement, the provisions of the Service Agreement and Owner's FERC Gas Tariff shall govern the assignment of Shipper's rights and obligations under the Service Agreement and the release of all or any portion of Shipper's capacity under the Service Agreement; provided, however, that in the event of an assignment of the Service Agreement by Shipper or a permanent release of all or any portion of Shipper's capacity under the Service Agreement, Shipper's assignee or permanent replacement shipper, as the case may be, shall be required to comply with the creditworthiness provisions of Owner's FERC Gas Tariff as modified by Paragraph 8 of this Precedent Agreement for the remaining term of the Service Agreement.

9. Governing Law. This Precedent Agreement shall be governed by, construed, interpreted, and performed in accordance with the laws of the State of New York, without recourse to any laws governing the conflict of laws.

10. Notice. Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Precedent Agreement, or any notice which any Party desires to give to the others, must be in writing and will be considered duly delivered when mailed by registered or certified mail to the other Party's Post Office address set forth below:

Owner: MoBay Gas Storage Hub, Inc.
1776 Yorktown, Suite 500
Houston, Texas 77056
Attn: President
Fax: (713) 961-2676

Shipper: Florida Power & Light Company
700 Universe Blvd.
Juno Beach, FL 33408
Facsimile: (561) 625-7197
Telephone: (561) 625-7012
Attention: EMT – Gas Operations

or at such other address as any Party designates by written notice. Routine communications, including monthly statements, will be considered duly delivered when mailed by either registered, certified, or ordinary mail.

11. Representations and Warranties. Shipper represents and warrants that (a) it is duly organized and validly existing under the laws of the State of Florida and has all requisite legal

power and authority to execute this Precedent Agreement and carry out the terms, conditions and provisions thereof; (b) this Precedent Agreement constitutes the valid, legal and binding obligation of Shipper, enforceable in accordance with the terms hereof; (c) 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; and (d) the execution and delivery by Shipper of this Precedent Agreement has been duly authorized by all requisite corporate action.

12. Arbitration. Notwithstanding any provisions to the contrary, the Parties hereto agree that (i) that any dispute hereunder shall be settled pursuant to arbitration under the rules of the American Arbitration Association and (ii) that the situs of the arbitration shall be New York, New York. The provisions of this Paragraph 12 shall survive the termination of this Precedent Agreement.

[redacted]

[redacted]

14. Insurance. Owner shall use commercially reasonable efforts to maintain insurance on Shipper's gas to cover all risks including loss, damage and/or destruction whether do to (i) acts of God, (ii) third party acts or omissions including terrorism or sabotage or (iii) due to any other cause while under Owner's control and possession unless Shipper elects to have Owner reject such insurance as provided in this Paragraph 14. Specifically, Owner agrees to use reasonable efforts to (i) furnish Shipper with proof of insurance coverage, including proof of property coverage in the amount of the Replacement Cost of the stored gas prior to injection of Shipper's gas into the MoBay Storage Project and on an annual basis thereafter, (ii) require its insurance carrier thirty (30) days' prior notice to Shipper of any material change or cancellation of Owners' insurance coverage, (iii) obtain the agreement of its insurer that such insurance shall be endorsed to be primary to any insurance which may be maintained by, or on behalf of Shipper, and (iv) obtain the agreement of its insurer that Shipper shall be named an additional insured and that all applicable policies shall include waivers of subrogation in favor of Shipper. Replacement Cost shall not exceed the volume of stored gas multiplied by $15.00 per Dth. Owner shall have the right to adjust Shipper's Monthly Inventory Insurance Charge for any increases in insurance

costs required to be paid by Owner pursuant to this Paragraph 14. Shipper may elect to reject the insurance coverage to be provided by Owner at any time prior to December 31, 2006 or at any time thereafter upon written notice to Owner as set out hereinafter. Any election by Shipper to reject insurance on Shipper's gas must be made within fifteen (15) days after Owner provides Shipper with notice of the terms of the coverage, or any renewal thereof, and any such rejection shall be irrevocable. Owner shall have no further obligation to maintain such insurance. Shipper shall have the right to audit Owner's insurance costs related to this Paragraph 14. The provisions of this Paragraph 14 shall survive the termination of this Precedent Agreement.

15. Publicity. All press releases or other public communications of any nature whatsoever relating to the transactions contemplated by this Precedent Agreement, and the method of the release thereof, shall be subject to the prior written consent of Owner and Shipper, which consent shall not be unreasonably withheld, conditioned or delayed by any other Party; provided, however, that nothing herein shall prevent a Party from publishing such press releases or other public communications as such Party may consider necessary in order to satisfy such Party's obligations at law or under the rules of any stock or commodities exchange after consultation with the other Parties as is reasonable under the circumstances.

16. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the parties and there are no representations, understandings or agreements, oral or written, between the parties which are not included herein.

17. Miscellaneous.

(a) The Parties hereto expressly agree that the execution of this Precedent Agreement and the performance of the services contemplated in this Precedent Agreement are without prejudice to any rights or obligations the Parties have to each other under separate and distinct agreements.

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

(c) Except as expressly provided for in this Precedent Agreement, nothing herein expressed or implied is intended or shall be construed 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.

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

(e) 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.

(f) Unless the context of this Precedent Agreement requires otherwise, (i) the terms "Paragraph" and "subparagraph" refer to Paragraphs and subparagraphs of this Precedent Agreement, (ii) the terms "hereof," "herein," "hereby," and derivative or similar words refer to the entire agreement, including appendices, (iii) the terms "including" and "include" mean "including without limitation by reason of enumeration."

(g) Owner agrees to provide Shipper on an annual basis audited financials of Falcon Gas Storage Company, Inc. ("Falcon"). Falcon's fiscal year ends on March 31st and financials should be available each year approximately one hundred twenty (120) days thereafter.

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

"OWNER"

MOBAY STORAGE HUB, INC.

By:____________________
Printed Name: _______________
Title: ____________________

"SHIPPER"

FLORIDA POWER & LIGHT COMPANY

By:____________________
Printed Name: Terry L. Morrison
Title: Vice President

Exhibits

Exhibit A: Executed Firm Gas Storage Service Agreement

Exhibit A
Executed Firm Gas Storage Service Agreement

Service Agreement No. ___________

SERVICE AGREEMENT
(APPLICABLE TO FSS RATE SCHEDULE)

THIS AGREEMENT, made and entered into this ______ day of __________, 2006 by and between MOBAY GAS STORAGE HUB, INC. ("MoBay") and FLORIDA POWER & LIGHT COMPANY ("Shipper"), pursuant to the following recitals and representations.

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. MoBay shall perform and Shipper shall receive service in accordance with the provisions of the effective FSS Rate Schedule and applicable General Terms and Conditions of MoBay's FERC Gas Tariff, Original Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. MoBay shall store quantities of gas for Shipper up to, but not exceeding, Shipper's Maximum Storage Quantity ("MSQ") as specified in Exhibit A, as the same may be amended from time to time by agreement between Shipper and MoBay, or in accordance with the rules and regulations of the Commission. Service hereunder shall be provided subject to the provisions of Part 284 of the Commission's Regulations.

Section 2. Receipt and Delivery Points. The point(s) at which the gas is tendered by Shipper to MoBay under this contract and the point(s) at which the gas is tendered by MoBay to Shipper under this contract shall be at the point(s) located on MoBay's system designated on Exhibit B hereto.

Section 3. Rates. Shipper shall pay MoBay the charges as described in the FSS Rate Schedule, and specified in Exhibit A to this Service Agreement.

Section 4. Term. Service under this Agreement shall commence as of the in-service date of the MoBay Storage Project and shall continue in full force and effect until the fifteenth anniversary of the in-service date ("Term"). Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and MoBay's Tariff.

Section 5. Notices. Notices to MoBay under this Agreement shall be addressed to it at 1776 Yorktown, Suite 500, Houston, Texas 13501, Attention: Vice President of Marketing, and notices to Shipper shall be addressed to it at 700 Universe Blvd., Juno Beach, FL 33408 Attention: EMT - Gas Operations, until changed by either Party by written notice.

Section 6. Prior Agreements Cancelled. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreements: N/A

Section 7. Law of Agreement. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

Section 8. Warehousemen's Lien.

(a) SHIPPER HEREBY ACKNOWLEDGES THAT MOBAY SHALL BE ENTITLED TO, AND MOBAY HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY MOBAY FROM SHIPPER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY MOBAY, AS PROVIDED IN SECTION 7-209 OF THE NEW YORK UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, SHIPPER HEREBY

ACKNOWLEDGES THAT MOBAY SHALL BE ENTITLED TO, AND MOBAY HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

(b) IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202(2) OF THE NEW YORK UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY MOBAY TO SHIPPER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN SHIPPER'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE NEW YORK UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED,

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN OF THE GENERAL TERMS AND CONDITIONS, APPENDIX B OF THIS AGREEMENT, THE MONTHLY STATEMENT (AS DESCRIBED IN SECTION 8.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 1.7 OF THE GENERAL TERMS AND CONDITIONS,

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF MOBAY ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

FLORIDA POWER & LIGHT COMPANY	MOBAY GAS STORAGE HUB, INC.
By____________________	By____________________
Title____________________	Title____________________

Revision No. __________
Control No. __________

Exhibit A to Service Agreement No. __________
Under Rate Schedule FSS
Between
MoBay Gas Storage Hub, Inc. (MoBay)
And
Florida Power & Light Company (Shipper)

Maximum Storage Quantity (MSQ)	6,000,000 Dth
Base Gas Requirement Ratio	Fifty Percent
Base Gas Supplied by Shipper	3,000,000 Dth
Base Gas Supplied by MoBay	N/A Dth
Maximum Daily Withdrawal Quantity (MDWQ)	
Working Gas Inventory:	*MDWQ:*
0 to 1,750,000 Dth:	50,000 Dth per Day
1,750,000 to 2,500,000 Dth:	150,000 Dth per Day
2,500,000 to 6,000,000 Dth:	350,000 Dth per Day
Maximum Daily Injection Quantity (MDIQ)	150,000 Dth per Day
Maximum Hourly Withdrawal Quantity (MHWQ)	__________ Dth per Hour*
Maximum Hourly Injection Quantity (MHIQ)	__________ Dth per Hour*
Monthly Storage Reservation Charge (exclusive of Base Gas Charge and Inventory Insurance Charge)	[redacted] per Dth of MSQ
Monthly Base Gas Charge	$ N/A per Dth of Base Gas Supplied by MoBay
Monthly Inventory Insurance Charge	$0.0125 per Dth of Shipper Gas (MSQ + Base Gas Supplied by Shipper)
Inventory Replacement Value Cap	$15.00 per Dth
Injection Charge	[redacted] per Dth
Withdrawal Charge	[redacted] per Dth
Excess Injection Charge	Negotiable
Excess Withdrawal Charge	Negotiable
Fuel Retention (injected and withdrawn volumes)	One Percent
Authorized Overrun Service Charge	Negotiable

Shipper will __X__/will not ______ provide the Base Gas required pursuant to the Base Gas Requirement Ratio. If Shipper does not elect to provide the Base Gas within 30 days after the start of construction, then MoBay will provide the Base Gas at Shipper's expense for a Monthly Base Gas Charge. The Monthly Base Gas Charge shall be calculated as the product of the Base Gas cost, multiplied by the Monthly Base Gas Interest Rate. The Monthly Base Gas Interest Rate shall be the Prime Rate of Interest (as published in the Wall Street Journal), plus 2%, divided by 12 ((Prime Rate + 2%)/12). For example, if the cost of the base gas is $7.00 per Dth and the Prime Rate of Interest is 5%, then the Monthly Base Gas Charge will be $0.04 per Dth of Base Gas (($7.00 x (5% + 2%))/12).

MoBay will __X__/will not ______ insure the Replacement Cost of Shipper's gas (at Shipper's expense pursuant to Section 12.2 of the General Terms and Conditions) calculated as the product of the Inventory Insurance Charge, multiplied by the sum of Shipper's MSQ, plus the Base Gas Supplied by Shipper. MoBay shall have the right to adjust Shipper's Monthly Insurance Charge for any increase in insurance costs required to be paid by MoBay; provided however, that Shipper may elect to reject the insurance coverage provided by MoBay at any time upon written notice to MoBay as set out hereinafter. Any election by Shipper to reject insurance on Shipper's gas must be made within fifteen (15) days after MoBay provides notice of the terms of the coverage, or any renewal thereof, and any such rejection shall be irrevocable. Owner shall have no further obligation to maintain insurance on Shipper's gas.

* NOTE 1: The MHIQ shall equal 1/24th of the MDIQ and the MHWQ shall equal 1/24th of the MDWQ unless the Parties specifically designate otherwise on this schedule.

FLORIDA POWER & LIGHT COMPANY	MOBAY GAS STORAGE HUB, INC.
By	By
Its	Its
Date	Date

Revision No. __________
Control No. __________

Exhibit B to Service Agreement No. __________
Under Rate Schedule FSS
Between
MoBay Gas Storage Hub, Inc. (MoBay)
And
Florida Power & Light Company (Shipper)

POINTS OF RECEIPT

1. Gulfstream Pipeline
2. Transco Pipeline, Mobile Bay Lateral
3. Florida Gas Transmission (via Transco Mobile Bay Lateral)
4. GulfSouth Pipeline

For each designated point of receipt, Shipper's Maximum Daily Receipt Quantity (MDRQ) shall be the Shipper's MDIQ. Shipper's aggregate daily nominated receipt quantity shall not exceed Shipper's MDIQ.

POINTS OF DELIVERY

1. Gulfstream Pipeline
2. Transco Pipeline, Mobile Bay Lateral
3. Florida Gas Transmission (via Transco Mobile Bay Lateral)
4. GulfSouth Pipeline

For each designated point of delivery, Shipper's Maximum Daily Delivery Quantity (MDDQ) shall be the Shipper's MDWQ. Shipper's aggregate daily nominated delivery quantity shall not exceed Shipper's MDWQ.

Receipt and Delivery quantities shall be subject to applicable General Terms and Conditions of MoBay's FERC Gas Tariff, Original Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission.

CONFIDENTIAL
Florida Power and Light Company
Attachment 3
Page 1 of 1

	A	B	C	D	E	F
1–4	Storage Facilities	Firm Capacity	Withdrawal (MMBtu/day)	Injection (MMBtu/day)	Reservation Charge ($/MMBtu per month)	Annual Storage Cost per Bcf
5						
6	Bay Gas	2 Bcf	325,000	75,000	[redacted]	[redacted]
7						
8	MoBay/Falcon	6 Bcf	350,000	150,000	[redacted]	[redacted]
9						

SCHEDULE B-18

FUEL INVENTORY BY PLANT

Attachment 4
Page 1 of 3

FLORIDA PUBLIC SERVICE COMMISSION

COMPANY: FLORIDA POWER & LIGHT COMPANY AND SUBSIDIARIES

DOCKET NO. 060045-EI

EXPLANATION: Provide conventional fuel account balances in dollars and quantities for each fuel type for the test year, and the two preceding years. Include Natural Gas even though no inventory is carried. (Give Units in Barrels, Tons, or MCF)

Type of Data Shown:
X Projected Test Year Ended 12/31/2006
___ Prior Year Ended __/__/__
___ Historical Test Year Ended __/__/__
Witness: William L. Yeager

LINE NO.	(1) NAME OF PLANT FUEL TYPE	(2) MONTH	(3) BEGINNING BALANCE UNITS/	(4) BEGINNING BALANCE ($000)/	(5) BEGINNING BALANCE $/UNIT	(6) RECEIPTS UNITS/	(7) RECEIPTS ($000)/	(8) RECEIPTS $/UNIT	(9) FUEL ISSUED TO GENERATION UNITS/	(10) FUEL ISSUED TO GENERATION ($000)/	(11) FUEL ISSUED TO GENERATION $/UNIT	(12) FUEL ISSUED(OTHER) UNITS/	(13) FUEL ISSUED(OTHER) ($000)/	(14) FUEL ISSUED(OTHER) $/UNIT	(15) INVENTORY ADJUSTMENTS UNITS/	(16) INVENTORY ADJUSTMENTS ($000)/	(17) INVENTORY ADJUSTMENTS $/UNIT	(18) ENDING BALANCE UNITS/	(19) ENDING BALANCE ($000)/	(20) ENDING BALANCE $/UNIT	(21) 13 MONTH AVERAGE UNITS/	(22) 13 MONTH AVERAGE ($000)/ (See Note 1)	(23) 13 MONTH AVERAGE $/UNIT
1	HEAVY OIL BBL																						
2	RIVIERA(PRV)	Jan-06	250,000	7,699	30.80	209,043	6,490	31.05	159,043	4,916	30.91							300,000	9,273	30.91	263,846	8,197	31.64
3		Feb-06	300,000	9,273	30.91	171,450	5,214	30.41	171,450	5,269	30.73							300,000	9,218	30.73	257,692	8,178	31.74
4		Mar-06	300,000	9,218	30.73	200,361	5,968	29.79	200,361	6,081	30.35							300,001	9,108	30.36	261,538	8,247	31.53
5		Apr-06	300,001	9,108	30.35	167,450	4,990	29.80	167,450	5,049	30.15							300,000	9,046	30.16	265,385	8,321	31.35
6		May-06	300,000	9,046	30.16	326,467	9,899	30.32	326,467	9,873	30.24							300,002	9,072	30.24	269,231	8,403	31.21
7		Jun-06	300,002	9,072	30.24	329,122	10,101	30.69	329,122	10,031	30.48							300,003	9,143	30.48	273,077	8,491	31.10
8		Jul-06	300,003	9,143	30.48	366,212	11,223	30.65	366,212	11,196	30.57							300,003	9,171	30.57	276,924	8,580	30.98
9		Aug-06	300,003	9,171	30.57	345,773	10,568	30.56	345,773	10,569	30.57							300,003	9,170	30.57	280,770	8,667	30.87
10		Sep-06	300,003	9,170	30.57	336,153	10,149	30.19	336,153	10,208	30.37							300,003	9,111	30.37	284,617	8,748	30.74
11		Oct-06	300,003	9,111	30.37	279,546	8,237	29.47	279,545	8,368	29.93							300,002	8,980	29.93	288,463	8,823	30.59
12		Nov-06	300,002	8,980	29.93	117,106	3,415	29.16	117,106	3,480	29.72							300,000	8,916	29.72	292,309	8,902	30.46
13		Dec-06	300,000	8,916	29.72	160,699	4,592	28.59	160,699	4,710	29.32							300,000	8,797	29.32	296,155	8,977	30.31
14																							
15	SANFORD (PSN)	Jan-06	80,000	2,455	30.69	70,636	2,366	33.50	636	20	31.99							150,000	4,800	32.00	112,059	3,276	29.22
16		Feb-06	150,000	4,800	32.00	24	1	41.67	24	1	31.71							150,000	4,800	32.00	111,599	3,304	29.61
17		Mar-06	150,000	4,800	32.00	1,613	52	32.24	1,613	52	32.01							150,000	4,801	32.00	111,541	3,346	29.99
18		Apr-06	150,000	4,801	32.00	3,282	106	32.30	3,282	105	32.01							150,000	4,801	32.01	111,539	3,387	30.37
19		May-06	150,000	4,801	32.01	7,289	239	32.79	7,289	234	32.04							150,000	4,807	32.04	112,253	3,450	30.74
20		Jun-06	150,000	4,807	32.04	4,728	157	33.21	4,728	152	32.08							150,000	4,812	32.08	114,732	3,564	31.06
21		Jul-06	150,000	4,812	32.08	10,812	358	33.11	10,812	348	32.15							150,000	4,822	32.15	118,228	3,707	31.35
22		Aug-06	150,000	4,822	32.15	12,294	406	33.02	12,293	396	32.21							150,000	4,832	32.21	123,077	3,889	31.60
23		Sep-06	150,000	4,832	32.21	10,202	333	32.64	10,202	329	32.24							150,000	4,836	32.24	128,462	4,082	31.77
24		Oct-06	150,000	4,836	32.24	2,503	80	31.96	2,503	81	32.24							150,000	4,835	32.24	133,846	4,269	31.90
25		Nov-06	150,000	4,835	32.24	289	9	31.14	289	9	32.23							150,000	4,835	32.23	139,231	4,463	31.98
26		Dec-06	150,000	4,835	32.23	0	0	0.00	0	0	0.00							150,000	4,835	32.23	144,616	4,636	32.06
27																							
28	PORT EVERGLADES(PPE)	Jan-06	352,401	11,060	31.38	277,173	8,597	31.02	129,575	4,046	31.22							500,000	15,611	31.22	411,723	13,163	31.97
29		Feb-06	500,000	15,611	31.22	211,818	6,435	30.38	211,818	6,560	30.97							499,999	15,486	30.97	427,108	13,589	31.82
30		Mar-06	499,999	15,486	30.97	256,266	7,625	29.75	256,266	7,831	30.56							499,999	15,280	30.56	442,492	14,002	31.64
31		Apr-06	499,999	15,280	30.56	290,235	8,640	29.77	290,235	8,786	30.27							499,999	15,135	30.27	454,031	14,294	31.48
32		May-06	499,999	15,135	30.27	712,052	21,567	30.29	712,052	21,562	30.28							500,002	15,141	30.28	457,877	14,353	31.35
33		Jun-06	500,002	15,141	30.28	712,479	21,845	30.66	712,479	21,734	30.50							500,003	15,252	30.50	461,723	14,421	31.23
34		Jul-06	500,003	15,252	30.50	827,449	25,331	30.61	827,449	25,297	30.57							500,010	15,286	30.57	465,570	14,489	31.12
35		Aug-06	500,010	15,286	30.57	776,406	23,707	30.53	776,406	23,718	30.55							500,006	15,274	30.55	469,417	14,551	31.00
36		Sep-06	500,006	15,274	30.55	757,580	22,850	30.16	757,580	22,967	30.32							500,004	15,158	30.32	473,263	14,609	30.86
37		Oct-06	500,004	15,158	30.32	596,029	17,544	29.43	596,029	17,783	29.84							500,003	14,918	29.84	477,110	14,643	30.69
38		Nov-06	500,003	14,918	29.84	139,316	4,059	29.13	139,318	4,135	29.68							500,000	14,842	29.68	480,956	14,692	30.55
39		Dec-06	500,000	14,842	29.68	163,701	4,675	28.56	163,701	4,814	29.41							500,000	14,703	29.41	486,648	14,857	30.41
40																							
41	CAPE CANAVERAL(PCC)	Jan-06	306,000	9,402	30.63	255,366	7,902	30.94	110,366	3,408	30.88							450,000	13,896	30.88	339,231	11,876	35.01
42		Feb-06	450,000	13,896	30.88	232,278	7,039	30.30	232,278	7,127	30.68							450,000	13,808	30.68	350,385	11,101	31.68
43		Mar-06	450,000	13,808	30.68	267,475	7,939	29.68	267,475	8,107	30.31							450,000	13,639	30.31	361,538	11,380	31.48
44		Apr-06	450,000	13,639	30.31	278,454	8,269	29.70	278,454	8,374	30.07							450,000	13,534	30.07	368,846	11,538	31.28
45		May-06	450,000	13,534	30.07	159,653	4,824	30.22	159,653	4,807	30.11							450,000	13,550	30.11	376,154	11,706	31.12
46		Jun-06	450,000	13,550	30.11	194,467	5,948	30.59	194,467	5,883	30.25							450,000	13,614	30.25	383,462	11,882	30.99
47		Jul-06	450,000	13,614	30.25	244,410	7,464	30.54	244,410	7,419	30.35							450,000	13,659	30.35	390,769	12,059	30.86
48		Aug-06	450,000	13,659	30.35	201,481	6,137	30.46	201,481	6,122	30.39							450,000	13,674	30.39	398,077	12,235	30.74
49		Sep-06	450,000	13,674	30.39	180,018	5,416	30.09	180,018	5,456	30.30							450,000	13,635	30.30	405,385	12,407	30.60
50		Oct-06	450,000	13,635	30.30	195,663	5,744	29.36	195,663	5,873	30.01							450,000	13,507	30.01	416,538	12,696	30.48
51		Nov-06	450,000	13,507	30.01	214,438	6,231	29.06	214,438	6,370	29.71							450,000	13,368	29.71	427,692	12,985	30.36
52		Dec-06	450,000	13,368	29.71	109,578	3,121	28.48	109,578	3,229	29.47							450,000	13,260	29.47	438,846	13,273	30.24
53																							
54	MANATEE(PMT)	Jan-06	900,000	28,101	31.22	56,076	1,734	30.92	56,076	1,750	31.21							900,000	28,085	31.21	923,077	29,462	31.94
55		Feb-06	900,000	28,085	31.21	16,459	498	30.26	16,459	513	31.19							900,000	28,070	31.19	930,769	29,607	31.81
56		Mar-06	900,000	28,070	31.19	285,886	8,478	29.66	285,886	8,811	30.82							900,000	27,737	30.82	938,461	29,719	31.67
57		Apr-06	900,000	27,737	30.82	239,787	7,114	29.67	239,787	7,332	30.58							900,000	27,519	30.58	946,154	29,850	31.55
58		May-06	900,000	27,519	30.58	709,191	21,408	30.19	709,191	21,563	30.41							900,000	27,366	30.41	953,846	29,996	31.45
59		Jun-06	900,000	27,365	30.41	495,270	15,135	30.56	495,270	15,086	30.46							900,000	27,414	30.46	953,846	29,903	31.35
60		Jul-06	900,000	27,414	30.46	905,054	27,615	30.51	905,054	27,591	30.49							899,998	27,437	30.49	946,154	29,556	31.24
61		Aug-06	899,998	27,437	30.49	927,295	28,219	30.43	927,295	28,244	30.46							899,996	27,413	30.46	930,769	28,956	31.11
62		Sep-06	899,996	27,413	30.46	952,029	28,618	30.06	952,029	28,802	30.25							899,997	27,228	30.25	915,384	28,336	30.96
63		Oct-06	899,997	27,228	30.25	474,574	13,920	29.33	474,574	14,207	29.94							900,000	26,942	29.94	907,692	27,961	30.79
64		Nov-06	900,000	26,942	29.94	201,529	5,851	29.03	201,529	6,000	29.77							900,000	26,793	29.77	899,999	27,578	30.64
65		Dec-06	900,000	26,793	29.77	177,997	5,065	28.46	177,997	5,260	29.55							900,000	26,598	29.55	899,999	27,439	30.49
66																							
67	MARTIN(PMR)	Jan-06	540,000	16,837	30.81	505,472	15,674	31.01	145,472	4,496	30.91							900,000	27,815	30.91	567,693	18,088	31.86
68		Feb-06	900,000	27,815	30.91	300,448	9,125	30.37	300,448	9,245	30.77							900,000	27,695	30.77	595,385	18,842	31.65
69		Mar-06	900,000	27,695	30.77	208,781	6,210	29.74	208,781	6,384	30.58							900,000	27,521	30.58	623,077	19,592	31.44
70		Apr-06	900,000	27,521	30.58	255,654	7,608	29.76	255,654	7,771	30.40							900,000	27,358	30.40	650,770	20,346	31.26
71		May-06	900,000	27,358	30.40	719,373	21,782	30.28	719,373	21,829	30.34							899,998	27,310	30.34	678,462	21,121	31.13
72		Jun-06	899,998	27,310	30.34	715,439	21,929	30.65	715,439	21,807	30.48							899,999	27,432	30.48	706,154	21,907	31.02
73		Jul-06	899,999	27,432	30.48	810,713	24,811	30.60	810,713	24,758	30.54							899,997	27,485	30.54	733,846	22,691	30.92
74		Aug-06	899,997	27,485	30.54	766,832	23,407	30.52	766,832	23,413	30.53							899,995	27,478	30.53	761,538	23,469	30.82
75		Sep-06	899,996	27,479	30.53	749,912	22,611	30.15	749,912	22,767	30.36							899,998	27,323	30.36	789,230	24,233	30.71
76		Oct-06	899,998	27,323	30.36	661,274	19,458	29.43	661,274	19,814	29.96							899,998	26,967	29.96	816,922	24,961	30.56
77		Nov-06	899,998	26,967	29.96	369,471	10,760	29.12	369,471	10,980	29.72							900,000	26,747	29.72	844,614	25,734	30.47
78		Dec-06	900,000	26,747	29.72	385,512	11,006	28.55	385,512	11,322	29.37							900,000	26,492	29.37	872,307	26,477	30.36
79																							
80																							
81																							
82																							
83																							
84																							
85																							

86 Note 1 - Applicable only to system fuel inventory balances.

Supporting Schedules:

Recap Schedules:

FLORIDA PUBLIC SERVICE COMMISSION

COMPANY: FLORIDA POWER & LIGHT COMPANY AND SUBSIDIARIES

DOCKET NO. 050045-EI

EXPLANATION: Provide conventional fuel account balances in dollars and quantities for each fuel type for the test year, and the two preceding years. Include Natural Gas even though no inventory is carried. (Give Units in Barrels, Tons, or MCF).

Type of Data Shown:
_X_ Projected Test Year Ended 12/31/2006
___ Prior Year Ended __/__/__
___ Historical Test Year Ended __/__/__
Witness: William L. Yeager

LINE NO.	(1) NAME OF PLANT FUEL TYPE		(2) MONTH	(3) BEGINNING BALANCE UNITS/	(4) ($000)/	(5) $/UNIT	(6) RECEIPTS UNITS/	(7) ($000)/	(8) $/UNIT	(9) FUEL ISSUED TO GENERATION UNITS/	(10) ($000)/	(11) $/UNIT	(12) FUEL ISSUED(OTHER) UNITS/	(13) ($000)/	(14) $/UNIT	(15) INVENTORY ADJUSTMENTS UNITS/	(16) ($000)/	(17) $/UNIT	(18) ENDING BALANCE UNITS/	(19) ($000)/	(20) $/UNIT	(21) 13 MONTH AVERAGE UNITS/	(22) ($000)/	(23) $/UNIT (See Note 1)
1	LAUDERDALE(FLG)		Jan-06	218,934	8,725	39.85	0	0	0.00	5	0	39.80							218,929	8,726	39.85	220,739	8,797	39.85
2			Feb-06	218,929	8,725	39.85	0	0	0.00	0	0	0.00							218,929	8,725	39.85	220,470	8,786	39.86
3			Mar-06	218,929	8,725	39.85	0	0	0.00	0	0	0.00							218,929	8,726	39.85	220,202	8,776	39.86
4			Apr-06	218,929	8,726	39.85	0	0	0.00	0	0	0.00							218,928	8,725	39.85	219,953	8,766	39.86
5			May-06	218,928	8,726	39.85	0	0	0.00	2,267	90	39.86							216,661	8,634	39.85	219,534	8,749	39.85
6			Jun-06	216,661	8,634	39.85	0	0	0.00	3,544	141	39.85							213,117	8,493	39.85	218,889	8,723	39.85
7			Jul-06	213,117	8,493	39.85	0	0	0.00	9,698	386	39.85							203,419	8,107	39.85	217,518	8,668	39.86
8			Aug-06	203,419	8,107	39.85	10,293	391	37.99	13,712	545	39.76							200,000	7,952	39.76	215,899	8,603	39.85
9			Sep-06	200,000	7,952	39.76	6,245	239	38.27	6,245	248	39.72							200,000	7,943	39.72	214,314	8,537	39.84
10			Oct-06	200,000	7,943	39.72	33,536	1,296	38.65	33,536	1,327	39.56							200,000	7,913	39.56	212,758	8,471	39.81
11			Nov-06	200,000	7,913	39.56	0	0	0.00	0	0	0.00							200,000	7,913	39.56	211,291	8,408	39.79
12			Dec-06	200,000	7,913	39.56	0	0	0.00	0	0	0.00							200,000	7,913	39.56	209,834	8,348	39.77
13																								
14	COAL																							
15																								
16	SJRPP	(TONS)	Jan-06	45,218	1,771	39.16	67,221	2,669	39.70	67,221	2,646	39.36							45,218	1,794	39.67	46,609	1,823	39.10
17	(COAL & PET COKE)		Feb-06	45,218	1,794	39.67	57,320	2,276	39.71	57,320	2,267	39.55							45,217	1,802	39.86	46,609	1,824	39.12
18			Mar-06	45,217	1,802	39.86	34,537	1,371	39.70	34,537	1,368	39.62							45,217	1,805	39.93	46,609	1,826	39.18
19			Apr-06	45,217	1,805	39.93	38,498	1,533	39.82	38,498	1,529	39.71							45,217	1,810	40.03	46,609	1,830	39.26
20			May-06	45,217	1,810	40.03	66,853	2,662	39.82	66,853	2,659	39.78							45,218	1,813	40.09	46,609	1,834	39.35
21			Jun-06	45,218	1,813	40.09	69,230	2,757	39.82	64,708	2,576	39.80							49,740	1,994	40.09	46,957	1,852	39.44
22			Jul-06	49,740	1,994	40.09	66,462	2,655	39.95	66,462	2,651	39.88							49,740	1,998	40.18	46,957	1,857	39.55
23			Aug-06	49,740	1,998	40.18	66,882	2,672	39.95	66,882	2,670	39.92							49,740	2,000	40.21	46,957	1,862	39.65
24			Sep-06	49,740	2,000	40.21	64,778	2,587	39.94	64,778	2,587	39.93							49,740	2,001	40.23	46,957	1,867	39.75
25			Oct-06	49,740	2,001	40.23	61,947	2,482	40.07	66,469	2,659	40.01							45,218	1,824	40.33	46,609	1,858	39.86
26			Nov-06	45,218	1,824	40.33	65,626	2,629	40.06	65,625	2,628	40.04							45,218	1,826	40.37	46,609	1,862	39.95
27			Dec-06	45,218	1,825	40.37	67,808	2,717	40.07	67,808	2,716	40.06							45,218	1,826	40.38	46,609	1,866	40.04
28																								
29	SCHERER	(MMBTU, see Note 2)	Jan-06	2,905,543	4,629	1.59	3,916,028	6,538	1.67	3,916,028	6,410	1.64							2,905,543	4,756	1.64	2,994,941	4,776	1.59
30			Feb-06	2,905,543	4,756	1.64	3,547,635	5,923	1.67	3,547,635	5,871	1.65							2,905,543	4,808	1.65	2,994,939	4,793	1.60
31			Mar-06	2,905,543	4,808	1.65	3,971,276	6,630	1.67	3,971,276	6,605	1.66							2,905,543	4,833	1.66	2,994,938	4,809	1.61
32			Apr-06	2,905,543	4,833	1.66	3,828,738	6,392	1.67	3,828,738	6,382	1.67							2,905,560	4,843	1.67	2,994,938	4,826	1.61
33			May-06	2,905,560	4,843	1.67	3,918,985	6,543	1.67	3,918,985	6,538	1.67							2,905,560	4,847	1.67	2,994,941	4,843	1.62
34			Jun-06	2,905,560	4,847	1.67	4,097,590	6,841	1.67	3,807,038	6,354	1.67							3,196,113	5,334	1.67	3,017,293	4,898	1.62
35			Jul-06	3,196,113	5,334	1.67	3,903,393	6,517	1.67	3,903,393	6,516	1.67							3,196,113	5,335	1.67	3,017,296	4,917	1.63
36			Aug-06	3,196,113	5,335	1.67	3,918,880	6,542	1.67	3,918,880	6,542	1.67							3,196,113	5,335	1.67	3,017,299	4,935	1.64
37			Sep-06	3,196,113	5,335	1.67	3,791,358	6,329	1.67	3,791,358	6,329	1.67							3,196,113	5,336	1.67	3,017,302	4,954	1.64
38			Oct-06	3,196,113	5,336	1.67	3,595,673	6,003	1.67	3,886,225	6,488	1.67							2,905,560	4,851	1.67	2,994,954	4,936	1.65
39			Nov-06	2,905,560	4,851	1.67	3,806,688	6,355	1.67	3,806,688	6,355	1.67							2,905,543	4,851	1.67	2,994,955	4,953	1.65
40			Dec-06	2,905,543	4,851	1.67	3,934,315	6,568	1.67	3,934,315	6,568	1.67							2,905,543	4,851	1.67	2,994,954	4,970	1.66
41																								
42	NATURAL GAS	(MMBTU, see Note 2)	Jan-06				31,200,437	204,960	6.57	31,200,437	204,960	6.57												
43			Feb-06				27,686,640	180,629	6.52	27,686,640	180,629	6.52												
44			Mar-06				32,782,501	207,221	6.32	32,782,501	207,221	6.32												
45			Apr-06				32,106,797	183,606	5.72	32,106,797	183,606	5.72												
46			May-06				36,054,468	201,341	5.58	36,054,468	201,341	5.58												
47			Jun-06				37,051,212	207,203	5.59	37,051,212	207,203	5.59												
48			Jul-06				40,526,359	227,363	5.61	40,526,359	227,363	5.61												
49			Aug-06				40,487,914	227,998	5.63	40,487,914	227,998	5.63												
50			Sep-06				36,179,292	202,634	5.60	36,179,292	202,634	5.60												
51			Oct-06				38,893,107	217,450	5.59	38,893,107	217,450	5.59												
52			Nov-06				30,866,657	177,415	5.75	30,866,657	177,415	5.75												
53			Dec-06				32,804,498	194,200	5.92	32,804,499	194,200	5.92												
54																								
55																								
56																								
57																								
58																								
59																								
60																								
61	Note 1 - Applicable only to system fuel inventory balances.																							
62	Note 2 - FPL measures these items in MMBTU units.																							
63																								

Supporting Schedules: Recap Schedules:

CONFIDENTIAL

	A	B	C	D	E	F	G
1	[redacted]						
2							
3							
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Docket No. 060001-EI
Gerard J. Yupp
Exhibit GJY- 4
Total Annual Costs - SESH Pipeline Project

CONFIDENTIAL

Variable Cost Based on Calendar 2008
NYMEX Price on August 25, 2006: **$9.18**

	A	B	C	D	E
1		**Monthly Quantity** **(MMBtu/Month)**	**Fixed Cost** **($MM)**	**Variable Cost** **($MM)**	**Total Cost** **($MM)**
2	January	15,500,000	[redacted]	[redacted]	[redacted]
3	February	14,000,000	[redacted]	[redacted]	[redacted]
4	March	15,500,000	[redacted]	[redacted]	[redacted]
5	April	15,000,000	[redacted]	[redacted]	[redacted]
6	May	15,500,000	[redacted]	[redacted]	[redacted]
7	June	15,000,000	[redacted]	[redacted]	[redacted]
8	July	15,500,000	[redacted]	[redacted]	[redacted]
9	August	15,500,000	[redacted]	[redacted]	[redacted]
10	September	15,000,000	[redacted]	[redacted]	[redacted]
11	October	15,500,000	[redacted]	[redacted]	[redacted]
12	November	15,000,000	[redacted]	[redacted]	[redacted]
13	December	15,500,000	[redacted]	[redacted]	[redacted]
14					
15	**TOTAL ANNUAL**		[redacted]	[redacted]	[redacted]

Docket No. 060001-EI
Gerard J. Yupp
Exhibit GJY-5
Total Annual Costs - SESH Pipeline Project

(D) Pipeline agrees to include in its Tariff a provision which will permit Pipeline's shippers which execute firm transportation service agreements under Pipeline's Rate Schedule FTS on or before December 1, 2006 to have specified in such shipper's service agreement Receipt Point MDQ's at (i) CEGT's Carthage to Perryville system; (ii) Gulf South's (East Texas Expansion) pipeline; (iii) Columbia Gulf's system near Perryville, LA, (subject to completion of construction of such interconnection) and (iv) the proposed Continental Connector pipeline sponsored by El Paso Corporation if constructed and interconnected with Pipeline within five (5) years after the Service Commencement Date, which at each such point equal such shipper's pro rata share (based on the MDQ of such shipper's service agreement) of Pipeline's initial system capacity of 1,000,000 Dths/d.

(E) Prior to the date that Shipper and Pipeline execute this Precedent Agreement, Shipper will have a one-time election to pay for service under the Service Agreement either:

(i) Pipeline's maximum recourse rates, as such maximum recourse rates are amended or revised from time, and reflected in Pipeline's Tariff; or

(ii) A negotiated rate that is mutually agreed upon by Shipper and Pipeline. If Shipper and Pipeline agree upon a negotiated rate to be applicable to the Service Agreement, (aa) Shipper agrees to pay such rate without regard to any action or determination by the FERC with respect to Pipeline's recourse rates; and (bb) Shipper and Pipeline shall enter into a separate

Negotiated Rate Agreement and, subject to the terms and conditions of Pipeline's Tariff, the rates specified in such Negotiated Rate Agreement shall be the rates applicable to service under the Service Agreement for the term set forth in such Negotiated Rate Agreement.

4. Upon 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) June 1, 2008; or (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 associated with 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 Paragraph 7(A)(v)), 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, including the interconnection between Pipeline's facilities and CEGT's Carthage to Perryville system, and to implement the firm transportation service contemplated in this Precedent Agreement on or about June 1, 2008. Notwithstanding Pipeline's due diligence, if Pipeline is unable to commence the firm transportation service for Shipper as contemplated herein by June 1, 2008, 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. [redacted] 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 June 1, 2008.

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) Pipeline's receipt and acceptance by [redacted] 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 and to charge the initial Section 7(c) rates requested, as contemplated in this Precedent Agreement;

(ii) Pipeline's receipt by [redacted] 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;

(iii) 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)(i);

(iv) Pipeline's procurement of all necessary rights-of-way easements or permits in form and substance acceptable to Pipeline;

(v) 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 [redacted]

(vi) [redacted]

(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 on or before [redacted] of approval from its senior management, in its sole discretion, to enter into this Precedent Agreement and the Service Agreement;

(ii) Shipper's receipt in a form acceptable to Shipper in its sole discretion by November 15, 2006 of approval from the Florida Public Service Commission for Shipper to recover through the fuel cost recovery clause costs Shipper will incur pursuant to the obligations set forth in this Precedent Agreement and the Service Agreement; provided, however, the Parties may on or before November 20, 2006, by written agreement extend for a mutually agreeable period up to ninety (90) days the deadline for satisfying or waiving this condition precedent (the Parties agree that if the Parties mutually agree upon a later date for satisfaction of this condition precedent then all other dates for satisfaction of conditions precedent set forth in Paragraphs 7(A) and 7(B) shall be extended by the same number of days by which the date for satisfaction or waiver of the condition precedent in Paragraph 7(B)(ii) is extended);

(iii) [redacted]

[redacted]

[redacted]

[redacted]

(iv) [redacted]

(v) [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Unless otherwise provided for herein, the Commission authorization(s) and approval(s) contemplated in Paragraph 1 of this Precedent Agreement must be issued in form and substance satisfactory to both Parties hereto. For the purposes of this Precedent Agreement, such Commission authorization(s) and approval(s) shall be deemed satisfactory if issued or granted in form and substance as requested, or if issued in a manner acceptable to Pipeline and such authorization(s) and approval(s), as issued, will not have a material adverse effect on Shipper. Shipper shall notify Pipeline in writing not later than fifteen (15) days after the issuance of the Commission certificate(s), authorization(s) and approval(s), including any order issued as a preliminary determination on non-environmental issues, contemplated in Paragraph 1 of this Precedent Agreement if such certificate(s), authorization(s) and approval(s) are not satisfactory to Shipper. All other governmental authorizations, approvals, permits and/or exemptions must be issued in form and substance acceptable to Pipeline. All governmental approvals required by this Precedent Agreement 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.

8. [redacted]

[redacted]

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 [redacted], and this Precedent Agreement has not been terminated pursuant to Paragraph 9(B) of this Precedent Agreement, then either Pipeline or Shipper may thereafter terminate this Precedent Agreement and the related Service Agreement by giving [redacted]

[redacted]

(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 [redacted] by providing written notice to the other Party hereto if Pipeline, in its sole discretion, determines for any reason that the Project contemplated herein is no longer economically viable or 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. In the event that Pipeline terminates this Precedent Agreement pursuant to this Paragraph

9(B) termination will be effective on the date written notice is provided by Pipeline to Shipper.

(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(A) and that, upon request by Pipeline, Shipper shall promptly provide evidence to Pipeline of same:

[redacted]

[redacted]

(B) [redacted]

(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 Florida 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. [redacted]

[redacted]

(b) [redacted]

14. Except as expressly provided for in this Precedent Agreement, nothing herein expressed or implied is intended or shall be construed 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.

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 governed by, construed, interpreted, and performed in accordance with the laws of the Texas, without recourse to any laws governing the conflict of laws.

18. Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Precedent Agreement, or any notice which either Party desires to give to the other, must be in writing and will be considered duly delivered when mailed by registered or certified mail to the other Party's Post Office address set forth below:

Pipeline:	Southeast Supply Header, LLC 5400 Westheimer Court Houston, TX 77056 Facsimile: (713) 627-5658 Telephone: (713) 627-4419 Attention: Vice President, Marketing
Shipper:	Florida Power & Light Company 700 Universe Blvd. Juno Beach, Florida, 33408 Facsimile: (561) 625-7197 Telephone: (561) 625-7012 Attention: EMT – Gas Operations

or at such other address as either Party designates by written notice. Routine communications, including monthly statements, will be considered duly delivered when mailed by either registered, certified, or ordinary mail.

19. [redacted]

20. [redacted]

[redacted]

21. [redacted]

22. [redacted]

[redacted]

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.

Southeast Supply Header, LLC	**Florida Power & Light Company**
By: ____________________	By: ____________________
Title: ____________________	Title: Vice President

Exhibit A

1 [redacted]

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

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[redacted]

1 [redacted]

2 [redacted]

3 [redacted]

4 [redacted]

5 [redacted]

6 [redacted]

August 2, 2006

Mr. Terry Morrison
Vice President
Florida Power and Light Company
700 Universe Blvd.
Juno Beach, Florida 33408

Re: [redacted]

Dear Mr. Morrison:

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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[redacted]

[redacted]

[redacted]

If the foregoing accurately sets forth your understanding of the matters covered herein, please so indicate by having a duly authorized representative sign in the space provided below and returning an original signed copy to the undersigned.

Sincerely,

Southeast Supply Header, LLC

____
Vice President

ACCEPTED AND AGREED TO:
This __ Day of August, 2006

Florida Power and Light Company

By:______________________

Title:_____________________

August 2, 2006

Mr. Terry Morrison
Vice President
Florida Power and Light Company
700 Universe Blvd.
Juno Beach, Florida 33408

Re: [redacted]

Dear Mr. Morrison:

[redacted]

[redacted]

[redacted]

[redacted]

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If the foregoing accurately sets forth your understanding of the matters covered herein, please so indicate by having a duly authorized representative sign in the space provided below and returning an original signed copy to the undersigned.

Sincerely,

Southeast Supply Header, LLC

____
Vice President

ACCEPTED AND AGREED TO:
This __ Day of August, 2006

Florida Power and Light Company

By:________________________

Title:______________________

Date:(1) August 2, 2006 Contract No.(1A)840002

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Southeast Supply Header, LLC("Transporter") and (2)Florida Power & Light Company ("Shipper").

WHEREAS, in connection with the firm transportation service contemplated herein, Shipper and Transporter are contemporaneously herewith executing a precedent agreement dated August 2, 2006, which sets forth certain conditions precedent to Shipper's and Transporter's rights and obligations under this Agreement and which is referred to herein as the ("Precedent Agreement")(capitalized terms used herein that are not defined herein or in Transporter's Tariff shall have the meaning set forth in the Precedent Agreement);

In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Transporter agrees to provide and Shipper agrees to take and pay for service under this Agreement pursuant to Transporter's Rate Schedule FTS and the General Terms and Conditions of Transporter's Tariff, which are incorporated herein by reference and made a part hereof.

2. The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit C attached hereto. The Points of Receipt are listed on Exhibit A attached hereto and the Point(s) of Delivery are listed on Exhibit B attached hereto. Exhibit(s) A, B and C are incorporated herein by reference and made a part hereof.

3. This Agreement shall be effective on (5A) August 2, 2006. [redacted]

[redacted]

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted or negotiated rate to which Shipper and Transporter have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Service Agreement. Provisions governing such negotiated rate and term shall be as specified on an appropriate rate sheet filed, with the consent of Shipper, as part of Transporter's Tariff. It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

5. Unless otherwise required in the Tariff, all notices shall be in writing and mailed to the applicable address below or transmitted via facsimile. Shipper or Transporter may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Transporter:	Southeast Supply Header, LLC	
	5400 Westheimer Court	
	Houston, Texas 77056	
	Facsimile:	(713) 627-5658
	Telephone:	(713) 627-4419
	Attention:	
Shipper:(6)	Florida Power & Light Company	
	700 Universe Blvd.	
	Juno Beach, Florida, 33408	
	Facsimile:	(561) 625-7197
	Telephone:	(561) 625-7012
	Attention:	EMT - Gas Operations

6. The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Texas, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

7. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below, if applicable,

(7) Not Applicable

[redacted]

[redacted]

[redacted]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

SHIPPER: (2) Florida Power & Light Company	SOUTHEAST SUPPLY HEADER, LLC
By:________________________	By:________________________
Title:______________________	Title:______________________

EXHIBIT A

Point(s) of Receipt

Dated: (8) August 2, 2006

To the service agreement under Rate Schedule FTS between Southeast Supply Header, LLC (Transporter) and (2)Florida Power & Light Company (Shipper) concerning Point(s) of Receipt.

The points of receipt available to Shipper pursuant to Section 4.1 of Rate Schedule FTS include the following, and any additional receipt points constructed after the effective date of this Agreement:

Receipt Point	Receipt Point MDQ
[redacted]	
[redacted]	
[redacted]	

Signed for Identification

Transporter: ______________________________

Shipper: ______________________________

Supercedes Exhibit A Dated (9) N/A

Exhibit B

Point(s) of Delivery

Dated: (11) August 2, 2006

To the service agreement under Rate Schedule FTS between Southeast Supply Header, LLC (Transporter) and (2)Florida Power & Light Company (Shipper) concerning Point(s) of Delivery.

Primary Point of Delivery	Delivery Point MDQ	Minimum Delivery Pressure
[redacted]		
[redacted]		

Signed for Identification

Transporter: ______________________

Shipper: ______________________

Supersedes Exhibit B Dated (12) N/A

Exhibit C

Transportation Quantities

Dated: (14) August 2, 2006

To the service agreement under Rate Schedule FTS between Southeast Supply Header, LLC (Transporter) and (2) Florida Power & Light Company (Shipper) concerning transportation quantities.

MAXIMUM DAILY QUANTITY (MDQ): [redacted]

Signed for Identification

Transporter: ____________________

Shipper: ____________________

Supersedes Exhibit C Dated (15) ______ N/A ______

Date:(1)August 2, 2006, Contract No.(1A)840001

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Southeast Supply Header, LLC("Transporter") and (2)Florida Power & Light Company ("Shipper").

WHEREAS, in connection with the firm transportation service contemplated herein, Shipper and Transporter are contemporaneously herewith executing a precedent agreement dated August 2, 2006; which sets forth certain conditions precedent to Shipper's and Transporter's rights and obligations under this Agreement and which is referred to herein as the ("Precedent Agreement")(capitalized terms used herein that are not defined herein or in Transporter's Tariff shall have the meaning set forth in the Precedent Agreement);

In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Transporter agrees to provide and Shipper agrees to take and pay for service under this Agreement pursuant to Transporter's Rate Schedule FTS and the General Terms and Conditions of Transporter's Tariff, which are incorporated herein by reference and made a part hereof.

2. The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit C attached hereto. The Points of Receipt are listed on Exhibit A attached hereto and the Point(s) of Delivery are listed on Exhibit B attached hereto. Exhibit(s) A, B and C are incorporated herein by reference and made a part hereof.

3. This Agreement shall be effective on (5A) August 2, 2006. [redacted]

[redacted]

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted or negotiated rate to which Shipper and Transporter have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Service Agreement. Provisions governing such negotiated rate and term shall be as specified on an appropriate rate sheet filed, with the consent of Shipper, as part of Transporter's Tariff. It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

5. Unless otherwise required in the Tariff, all notices shall be in writing and mailed to the applicable address below or transmitted via facsimile. Shipper or Transporter may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Transporter:

Southeast Supply Header, LLC
5400 Westheimer Court
Houston, Texas 77056
Facsimile: (713) 627-5658
Telephone: (713) 627-4419
Attention:

Shipper:(6)

Florida Power & Light Company
700 Universe Blvd.
Juno Beach, Florida, 33408
Facsimile: (561) 625-7197
Telephone: (561) 625-7012
Attention: EMT - Gas Operations

6. The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Texas, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

7. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below, if applicable,

(7) Not Applicable

[redacted]

[redacted]

[redacted]

[redacted]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

SHIPPER:(2)Florida Power & Light Company

By:______________________________

Title:___________________________

SOUTHEAST SUPPLY HEADER, LLC

By:______________________________

Title:___________________________

EXHIBIT A

Point(s) of Receipt

Dated: (8) August 2, 2006

To the service agreement under Rate Schedule FTS between Southeast Supply Header, LLC (Transporter) and (2)Florida Power & Light Company (Shipper) concerning Point(s) of Receipt.

The points of receipt available to Shipper pursuant to Section 4.1 of Rate Schedule FTS include the following, and any additional receipt points constructed after the effective date of this Agreement:

Receipt Point	Receipt Point MDQ
[redacted]	
[redacted]	
[redacted]	

Signed for Identification

Transporter: ______________________

Shipper: ______________________

Supercedes Exhibit A Dated (9) N/A

Exhibit B

Point(s) of Delivery

Dated: (11) August 2, 2006

To the service agreement under Rate Schedule FTS between Southeast Supply Header, LLC (Transporter) and (2)Florida Power & Light Company (Shipper) concerning Point(s) of Delivery.

Primary Point of Delivery	Delivery Point MDQ	Minimum Delivery Pressure
[redacted]		
[redacted]		

Signed for Identification

Transporter: ______________________________

Shipper: ______________________________

Supersedes Exhibit B Dated (12) N/A

Exhibit C

Transportation Quantities

Dated: (14) August 2, 2006

To the service agreement under Rate Schedule FTS between Southeast Supply Header, LLC (Transporter) and (2)Florida Power & Light Company (Shipper) concerning transportation quantities.

MAXIMUM DAILY QUANTITY (MDQ): [redacted]

Signed for Identification

Transporter: ______________________________

Shipper: ______________________________

Supersedes Exhibit C Dated (15) N/A

PRECEDENT AGREEMENT

This PRECEDENT AGREEMENT ("Precedent Agreement") is made and entered into this 2nd day of August, 2006, between Southeast Supply Header, LLC, a Delaware limited liability company ("Pipeline") and Florida Power & Light Company, a Florida corporation ("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 header 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 CenterPoint Energy Gas Transmission Company ("CEGT") near Delhi, LA, in a southeasterly direction through the states of Mississippi and Alabama with a terminus at the proposed interconnection with Gulfstream Natural Gas System, L.L.C. ("Gulfstream") near Mobile, Alabama (the "Project");

WHEREAS, the Project will also interconnect with certain interstate pipelines, intrastate pipelines and storage facilities located along and/or proximate to the route of the Project, including but not limited to Columbia Gulf Gas Transmission ("Columbia Gulf"), Gulf South Pipeline Company ("Gulf South"), Texas Eastern Transmission, LP ("Texas Eastern"), Copiah Storage Company (if and after it is constructed), Southern Natural Gas Company ("Sonat"), Transcontinental Gas Pipeline Corporation

("Transco"), Tennessee Gas Pipeline Company ("Tennessee") and Florida Gas Transmission Company ("FGT");

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 [redacted]

2. [redacted]

3. (A) To effectuate the firm transportation service contemplated herein, Shipper and Pipeline are contemporaneously executing a firm transportation service agreement under Pipeline's Rate Schedule FTS [redacted] which: (i) specifies a Maximum Daily Quantity ("MDQ") of 400,000 dekatherms per day ("Dth/d"), exclusive of fuel requirements; (ii) specifies a primary term of [redacted] years; (iii) subject to the provisions of Pipeline's FERC Gas Tariff, as amended from time to time ("Tariff") will provide Shipper with access to all receipt points available on Pipeline's system on a Priority Class One basis [redacted] (iv) specifies a primary point(s) of delivery at the Gulfstream Delivery Point and the FGT Delivery Point (as such delivery points are defined on Exhibit A hereto); and (v) shall, subject to Paragraph 3(E), be subject to an NGA Section 7(c) initial rate, plus fuel retainage, if any, and plus any other charges and surcharges specified in Pipeline's Tariff. [redacted]

(B) To effectuate the firm transportation service contemplated herein, Shipper and Pipeline are contemporaneously executing a firm transportation service agreement under Pipeline's Rate Schedule FTS [redacted] which: (i) specifies a MDQ of 100,000 dekatherms per day ("Dth/d"), exclusive of fuel requirements; (ii) specifies a primary term [redacted] (iii) subject to the provisions of Pipeline's Tariff will provide Shipper with access to all receipt points available on Pipeline's system on a Priority Class One basis [redacted] (iv) specifies a primary point(s) of delivery at the Gulfstream Delivery Point and the FGT Delivery Point (as such delivery points are defined on Exhibit A hereto); and (v) shall, subject to Paragraph 3(E), be subject to an NGA Section 7(c) initial rate, plus fuel retainage, if any, and plus any other charges and surcharges specified in Pipeline's Tariff. [redacted]

(C) [redacted]