

CONFIDENTIAL

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Rev. 2 1/28/93

LINE#

- 1 6) Inform the Supplier of the out-of-specification result.
2 Acquire the Supplier's concurrence to test the "official" fuel
3 oil receipt referee sample for the parameter in question. The
4 Supplier has the option to waive testing of the referee sample
5 and use the FPL Power Plant Service Central Laboratory result
6 as the mutually agreed upon final result.
7
8 7) If the referee sample result meets the quality specifications
9 agreed upon for this delivery, then no claim is necessary. If
10 the referee sample result does not meet the quality
11 specification, then bill the Supplier for the appropriate
12 reimbursement. In the event that the FPL Power Plant Services
13 Central Laboratory result is mutually agreed upon by the
14 Supplier and FPL as the "official" result for a quality claim,
15 then bill the Supplier for the appropriate reimbursement using
16 this result.
17
18 8) Retain all claim documents: Miscellaneous Bill, FPL-Supplier
19 correspondence, lab reports, Supplier invoices, check payment
20 copy, etc. (see attached examples) in a centralized book.
21 Input the necessary claim information into the Fuel Oil
22 Receipt System. Use the Misc. Bill Tracking Sheet to track the
23 bills sent out to Suppliers and the date we receive payment
24 for these bills. Compare this data with the information listed
25 on the monthly trial balance for our location to ensure that
26 payment is collected and documented in Accounting.
27
28 9) On a monthly basis (the 15th calendar day following the month
29 completed), generate the computer report titled, "Fuel Oil
30 Deliveries Below 151,000 Btu/gal" from the Fuel Oil Receipt
31 System. This report will list all the deliveries for the
32 preceding month, the minimum heat of combustion requirements
33 for these receipts, and the Plant Services Central
34 Laboratory's results. It will also identify those cargos (both
35 Spot and Contract purchases) that did not meet the minimum
36 heat requirements. Verify that Steps # 5 thru 8 were performed
37 for the out-of-specification cargos identified in this report.
38 (Only the Spot oil purchases and Contract oil purchases with
39 cargo by cargo requirements (Vitol and Rio) should be
40 considered for this analysis. The Contract oil purchases with
41 either quarterly or semi-annual weighted average heat of
42 combustion requirements are analyzed in a separate report.)
43 Retain this report and any claim documents associated with the
44 deliveries listed in the Contract/Spot Heat Value Claims Book.

DECLASSIFIED

DOCUMENT NUMBER-DATE

06967 JUN 28 83

FPOB RECORDS/GENERAL SERVICES

PSC-94-0954 10

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FLORIDA POWER & LIGHT COMPANY (FPL)
DELIVERY OR WORK AUTHORIZATION

PO# 90499-90017
DATE: DECEMBER 31, 1997

TO: ENJET, INC.

DELIVER MATERIAL/PERFORM WORK
ATTN: MR. TED KRISS
P.O. BOX 029100
MIAMI, FLORIDA 33102

ATTENTION: MR. RAY MT. JOY
5375 WEST ALABAMA, SUITE 502
HOUSTON, TEXAS 77056

ITEM	QTY	DESCRIPTION	RWG	ER	ACT	LOCN	EAC	AMOUNT
		<p>THIS IS YOUR AUTHORIZATION TO PROVIDE NO. 6 FUEL OIL UNDER THE FOLLOWING CONDITIONS:</p> <p>DATE RANGE: 1/1/98 - 12/31/98</p> <p>LOCATION: PORT EVERGLADES</p> <p>GRADE: 1.0% SULFUR FUEL OIL MAX.</p> <p>QUANTITY: 105,000/BELS +/- 10% FOR VESSEL ALLOWANCE</p> <p>PRICE: \$13.95/BEL. FIXED</p> <p>QUALITY:</p> <p>SULFUR - 1.0% MAX.</p> <p>API GRAVITY: 8 MIN.</p> <p>VISCOSITY - MAX 300 SSF @ 122 DEG F</p> <p>ASPHALTENES - 0 MAX.</p> <p>150,000/BUS MINIMUM</p> <p>ALL OTHER TERMS AND CONDITIONS PER FPL/ENJET PURCHASE ORDER</p>						
								\$1,650,000

REQUESTED BY: 

APPROVED BY: _____ AUTHORIZED BY: 

PURPOSE & NECESSITY:

SEE SPOT OIL REQUISITION F930110

FPL

DATE Jan. 26 1993

ACCOUNTING REFERENCE

Miscellaneous Bill / Account No. 143100 LAC 032 / Message Claim / Account No. 143500 LAC 011

TOTAL AMOUNT \$ 9,060.43

DUE WHEN RECEIVED Net 10 days K.O.I.

PLEASE BRING OR MAIL UPPER PORTION WITH CHECK TO: TR-203

Other Account No. 143.43/032

DEBIT ACCOUNT WITH

Enjet, Inc. 5373 West Alabama, Suite 502 Houston, Texas 77056 Attn: Ms. Cheryl Perryman

FPL P.O. Box 029100 Miami, FL. 33102 Attn: Elaine Callander Fuel Management Dept.

DATE	DETAILS	AMOUNT
1-26-93	To charge your account for the reimbursement that pertains to the discharge of the "Texas" at Port Everglades on Jan. 5, 1993 (your invoice # 93-01-0007) (FPL Ref. # F930110)	
	Excess water and sediment of 0.62Z of 104,233.37 BBLs = [redacted] Equivalent BBLs @ \$13.95/BBL + \$0.07/BBL (Pollutant Tax)	9,060.43
	Note: Payable upon receipt of invoice to the attn: Manger Of Oil Acquisition	
	B S & W Claim (see Attached documentation)	
	This Invoice Amount	9,060.43
	Previous Balance	
	Total Amt. Now Due	9,060.43

Please Return the Lower Portion of Invoice For Your Records.

- 1 Complete form as indicated
- 2 Check the appropriate box for Account Reference See GO Proc. 320
- 3 Enter full name and address of person or company being billed Indicate Company employee, Social Security No. and Payroll Location Code
- 4 Enter type of transaction using subheadings listed in GO Proc. No. 320. Include Account Type Code for Damage Claim invoices
- 5 Enter appropriate point account, location code and amount on Debit side of Account Distribution block.
- 6 Enter the account distribution you want receipt credited to, on the credit side of account distribution block Print clearly (on hard surface) description after PAGE blocks Verify all copies are legible
- 7 Refer to GO Proc. No. 320 for further instructions For Damage Claim invoices, also refer to GO Proc. No. 410.3
- 8 Distribute as indicated on copies

*Description is duplicated for all entries unless specified differently.

DEBIT						CREDIT						PAGE NO.	DESCRIPTION*	
ACCOUNT DISTRIBUTION						ACCOUNT DISTRIBUTION								
Vendor/Work Order	Account	Location	Amount	Rate	Code	Vendor/Work Order	Account	Location	Amount	Rate	Code	AMOUNT	LAC	
	143	43	0	032										

Phone No. (305) 552-4521 Date: 1-26-93

Prepared by: H.V. Besada FR/GO

[Signature]

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

Florida Power & Light Co.

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Misc. Bill. Type 3-31-93

[Signature]

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FR0-92-249

9/2/92

Line #	Description
1	Add New Section 9.1.3. A —
2	For 0.7% and 1.00% Sulfur Grade Products
3	with 200 SSF @ 122 °F maximum viscosity
4	and 8% maximum asphaltene, seller will
5	reduce the contract price per Barrel by ten cents (\$0.10)
6	
7	Add New Section 9.1.3. B —
8	
9	For 0.7% and 1.00% Sulfur Grade Products
10	with 225 SSF @ 122 °F maximum viscosity
11	and 8% maximum asphaltene, seller will
12	reduce the contract price per Barrel by four
13	cents (\$0.04)
14	
15	Add new Section 9.1.3. C —
16	..
17	For 0.7% and 1% Sulfur Grade Products with a
18	200 SSF @ 122 °F maximum viscosity and 8%
19	maximum asphaltene, seller will reduce the
20	contract price by fourteen cents (\$0.14)
21	
22	
23	Replace Sect 9.1.5 —
24	The contract price for Intermediate and 2.0% Sulfur Grade
25	products purchased by FPS shall be
26	the lower of the product base price or
27	the product reference price plus intermediate
28	cost.
29	
30	Add New Section 9.1.12.
31	The following is a sample calculation of 100 of
32	the contract price per Barrel for 2.5% Sulfur
33	Grade delivered by Seller to Port of Sale
34	Beach Florida
35	
36	Halt US Gulf Coast Underbase
37	3.00% Sulfur High Paraffin \$9.00
38	Petroleum Assoc US Gulf Coast 3% Sulfur High Paraffin \$9.00
39	Phibro US Gulf Coast Product Port 1% Sulfur \$12.75
40	Phibro US Gulf Coast Product Paraffin
41	for 3% Sulfur \$9.00
42	

93
2 A

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FR0-92-249

9/2/92

LINE #		
1		
2	1	$BP = (9.00) + 9.00 + 1.25$
3	2	2
4	3	$BP = 1.50 + 4.50 + 1.25$
5	4	
6	5	$BP = 10.25 \text{ per Barrel}$
7	6	
8	7	$RP = [12.75 \times .25] + [9.00 \times .75] + 1.25$
9	8	
10	9	$RP = 3.1875 + 6.75 + 1.25 = 11.1875$
11	10	
12	11	$RP = 11.188$
13	12	BP is lower than RP.
14	13	
15	14	Transportation Charge = TC
16	15	TC for Port of Palm Beach = 1.27
17	16	Contract Price = BP + TC
18	17	Contract Price = RP + TC
19	18	Contract Price = $\$10.25 + 1.27$
20	19	Contract Price = 11.52 per Barrel
21	20	
22	21	
23	22	All pricing formulas and sample calculations
24	23	shall be reviewed by one per barrel to
25	24	determine the new contract price for
26	25	the term of the new contract
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FPL

Terminating Agreement - Jacksonville Fla. (Review of Fuel Contract)
Between FPL and Stewart Agip 3/30/93

TUE 3/31/93

LINE#	
1	In a letter to FPL Fuel Management
2	Vice President of Stewart Agip stated the
3	terminating and payment terms proposed
4	for: the new fuel Oil Terminating contract
5	effective 4-1-93 and constitute the
6	commencement of the new contract as to
7	throughout for the first contract year.
8	
9	1. Operator shall provide segregated # 6 Fuel Oil
10	as follows:
11	Three (3) seventy-eight thousand five hundred
12	(78,500) net barrel tanks identified as
13	No 3, 14, and 17.
14	
15	2. Operator shall on an on available basis,
16	provide tankage in addition to that
17	specified in Paragraph 1 above, upon
18	FPL request. Any # 6 Fuel Oil accepted
19	into tankage by Operator on an on available
20	basis shall be removed by FPL within
21	thirty (30) days of the completion of the
22	receipt of such # 6 Fuel Oil into the
23	additional tankage.
24	
25	2. FPL shall pay Operator a minimum fee of
26	fifty-nine thousand - five hundred and eighty
27	three (\$59,583.00) dollars per month for
28	the segregated tankage described in paragraph
29	1.
30	
31	4. FPL shall pay Operator a fee of thirty (30)
32	cents per net barrel of No 6 Fuel Oil
33	received into a available storage tank
34	described in Paragraph 2 above.
35	
36	5. In addition to charges in Paragraph 2 above,
37	FPL shall pay Operator forty
38	(40) cents per net barrel for the first
39	one million (1,000,000) net barrels of
40	# 6 Fuel Oil received into tankage during

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	LINE #								
1									
2	1	any contract year, and five (\$0.05)							
3	2	cents per net barrel of No 6 fuel							
4	3	oil for any barrels exceeding one							
5	4	million (1,000,000) net barrels received							
6	5	into tankage during any contract year							
7	6								
8	7	6 Any No 6 Fuel Oil purchased by Fec							
9	8	from operator shall be exempt from							
10	9	charges under this agreement							
11	10								
12	11	7 Operator will invoice Fec monthly (5) days							
13	12	in advance of each storage month							
14	13	for the minimum monthly fee detailed							
15	14	in Paragraph 3							
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5/13
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