Amendment Summary for 5761

Amendment	Description	Effective Date
1	Temporary Release of capacity to CF Industries for 1/1/1998 - 12/31/2003	1/1/1998
2	First Revised Exhibit A - Increase of Receipt Point volume; First Revised Exhibit B - Increase in Delivery Point volume; Adds 250 MDQ May - Sept in Zone 1 and adds Sunrise as a Delivery Point for 250 MDQ May - Sept	5/1/2000
3	Second Revised Exhibit A - Decrease of Receipt Point volume; Second Revised Exhibit B - Decrease in Delivery Point Volume; Removes 250 MDQ May - Sept in Zone 1 and reduces the Sunrise Delivery Point to zero	10/1/2000
4	No documentation available	n/a
5	No documentation available	n/a
6	No documentation available	n/a
7	Third Revised Exhibit A -adjusting volume between Receipt Points	8/1/2001
8	Rollover Option - Contract Extension through January 31, 2017	11/29/2005
9	Change Delivery Point from CF Industries to Sunrise	3/1/2007
10	Increase delivery capacity at Sunrise and increase capacity at receipt points in FGU Aggregated FTS-1 contract 5141	3/1/2007

5761 AMENDMENT 1

Florida Gas Transmission Company

P. O. Box 1188 Houston, Texas 77251-1188 (713) 853-6161

January 8, 1998

City of Sunrise
Attn: Mr Henry Zehender
4747 Nob Hill Road, Ste. 5
Sunrise, FL 33351

Re: Relinquishment Amendment to Firm Transportation Service Agreement No. 5761

Dear Mr. Zehender:

Enclosed please find two (2) originals of the Amendment to the referenced FTS-1 Agreement for volumes relinquished to CF Industries, Inc. for the period January 1, 1998 thru December 31, 2000.

After execution by you, please return both originals to me at FGT. Upon execution by FGT, one (1) original will be returned for your files.

If you have any questions, please call me at (713) 853-5127.

Sincerely,

Georgi Landau

Georgi A. Landau
Market Service Representative

GAL/ag
Sunr198

Enclosures

cc: CK #5761
File

AMENDMENT
TO FTS-1 SERVICE AGREEMENT

Contract No. 5761
Offer No. 4029

Florida Gas Transmission Company ("Transporter") and Shipper hereby amend their existing FTS-1 Service Agreement to reflect that Shipper has relinquished or acquired firm transportation capacity rights pursuant to the Capacity Relinquishment provisions of Transporter's FERC Gas Tariff for the effective period beginning **January 1, 1998** and ending **December 31, 2003**. The rate bid by the acquiring shipper for the subject capacity is reflected immediately below. Transporter shall invoice Shipper consistent with Transporter's FERC Gas Tariff. Such capacity rights ___ **ARE** _X_ **ARE NOT** subject to a right of recall.

Rate Bid: Bid not applicable - temporary prearranged relinquishment at max rate only.

Maximum Daily Quantities* (MMBtu)

Point of Receipt		Oct	Nov-Mar	Apr	May-Sept
2978	LRC Kaplan	400	400	400	400

***Exclusive of Transporter's Fuel. Shipper to provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.**

Maximum Daily Transportation Quantities (MMBtu)

Point of Delivery		Oct	Nov-Mar	Apr	May-Sept
39028	CF Industries, Inc.	390	390	390	390
3226	CF Industries-Bartow	10	10	10	10
	TOTAL MDTQ	400	400	400	400

Shipper's Divisional and/or Contract MDTQ shall be adjusted to reflect this Amendment.

Please execute this Amendment and return by fax to Transporter by noon tomorrow, January 9, 1998 (Fax #: 713/853-6756)

"SHIPPER" ___ **Acquired** _X_ **Relinquished**

CITY OF SUNRISE

By: Larry Zehnder

Title: ~~Gas Department~~ Director

Attest: Rosanna Caiazza

Title: Secretary to Director
(To be attested if not signed by an officer of the company)

"TRANSPORTER"

FLORIDA GAS TRANSMISSION COMPANY

By: R. E. Hayes
R. E. HAYES

Title: VICE PRESIDENT OF MARKETING

MJK

CONTRACT\RELIN\SunrCFIn.doc

5761 FTS-1

FIRST REVISED EXHIBIT A
TO
FIRM TRANSPORTATION SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY
AND
CITY OF SUNRISE
DATED
JANUARY 1, 1998

Receipt Point Description	DRN	Maximum Daily Quantity (MMBtu)* Oct	Nov-Mar	Apr	May-Sep
PRODUCTION ZONE 1					
MOPS Refugio	25809	0	0	0	250
Zone 1 Total CS 7 Eunice	6489	0	0	0	250
PRODUCTION ZONE 2					
LRC Kaplan	10876	400	400	400	400
Zone 2 Total CS 8 Zachary	7995	400	400	400	400
PRODUCTION ZONE 3					
Zone 3 Total CS 11 Mt Vernon	716	0	0	0	0
TOTAL MDQ:		400	400	400	650

*Exclusive of Transporter's fuel. Shipper to provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.

The parties agree that a facsimile of this exhibit, when properly executed and transmitted, shall be considered for all purposes to be an original document and shall be deemed for all purposes to be signed and constitute a binding agreement. To submit via FAX, the entire exhibit must be returned to Transporter's Contract Department. Upon Transporter's acceptance and execution, an executed copy will be returned via FAX to such number as directed by the Shipper.

SHIPPER:
CITY OF SUNRISE

By: _____

Title: Director of Gas System

TRANSPORTER:
FLORIDA GAS TRANSMISSION COMPANY

By: _____

Title: R.E. HAYES VICE PRESIDENT OF MARK...

This First Revised Exhibit A supersedes and replaces Original Exhibit A dated January 1, 1998. Effective: May 1, 2000.

Contract 5761 FTS-1

5761 PTS-1

FIRST REVISED EXHIBIT B
TO
FIRM TRANSPORTATION SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY
AND
CITY OF SUNRISE
DATED
JANUARY 1, 1998

Delivery Point Description	DRN	Maximum Daily Quantity (MMBtu)* Oct	Nov-Mar	Apr	May-Sep
CF Industries	39028	390	390	390	390
CF Industries-Bartow	3226	10	10	10	10
Sunrise	2978	0	0	0	250
TOTAL MDTQ:		400	400	400	650

The parties agree that a facsimile of this exhibit, when properly executed and transmitted, shall be considered for all purposes to be an original document and shall be deemed for all purposes to be signed and constitute a binding agreement. To submit via FAX, the entire exhibit must be returned to Transporter's Contract Department. Upon Transporter's acceptance and execution, an executed copy will be returned via FAX to such number as directed by the Shipper.

SHIPPER:
CITY OF SUNRISE

By: _____

Title: Director of Gas System

TRANSPORTER:
FLORIDA GAS TRANSMISSION COMPANY

By: _____
R.E. HAYES

Title: ~~VICE PRESIDENT OF MARKETING~~

This First Revised Exhibit B supersedes and replaces Original Exhibit B dated January 1, 1998. Effective: May 1, 2000.

Contract 5761 PTS-1

5761 FTS-1

SECOND REVISED EXHIBIT A
TO
FIRM TRANSPORTATION SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY
AND
CITY OF SUNRISE
DATED
JANUARY 1, 1998

Receipt Point Description	DRQ	Maximum Daily Quantity (MMBtu)* Oct	Nov-Mar	Apr	May-Sep
PRODUCTION ZONE 1					
MOPS Refugio	25809	0	0	0	0
Zone 1 Total CS 7 Eunice	5489	0	0	0	0
PRODUCTION ZONE 2					
LRC Kaplan	10876	400	400	400	400
Zone 2 Total CS 8 Zachary	7995	400	400	400	400
PRODUCTION ZONE 3					
Zone 3 Total CS 11 Mt Vernon	716	0	0	0	0
TOTAL MDQ:		400	400	400	400

*Exclusive of Transporter's fuel. Shipper to provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.

The parties agree that a facsimile of this exhibit, when properly executed and transmitted, shall be considered for all purposes to be an original document and shall be deemed for all purposes to be signed and constitute a binding agreement. To submit via FAX, the entire exhibit must be returned to Transporter's Contract Department. Upon Transporter's acceptance and execution, an executed copy will be returned via FAX to such number as directed by the Shipper.

SHIPPER:
CITY OF SUNRISE

By: _____

Title: _____

TRANSPORTER:
FLORIDA GAS TRANSMISSION COMPANY

By: _____
R.G. HAYES

Title: VICE PRESIDENT OF MARKETING

This Second Revised Exhibit A supersedes and replaces First Revised Exhibit A dated May 1, 2000; Effective October 1, 2000.

Contract 5761 FTS-1

SECOND REVISED EXHIBIT B
TO
FIRM TRANSPORTATION SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY
AND
CITY OF SUNRISE
DATED
JANUARY 1, 1996

Delivery Point Description	DRQ	Maximum Daily Quantity (MMBtu)* Oct	Nov-Mar	Apr	May-Sep
CF Industries	39028	390	390	390	390
CF Industries-Bartow	3226	10	10	10	10
Sunrise	2978	0	0	0	0
TOTAL MDTQ:		400	400	400	400

The parties agree that a facsimile of this exhibit, when properly executed and transmitted, shall be considered for all purposes to be an original document and shall be deemed for all purposes to be signed and constitute a binding agreement. To submit via FAX, the entire exhibit must be returned to Transporter's Contract Department. Upon Transporter's acceptance and execution, an executed copy will be returned via FAX to such number as directed by the Shipper.

SHIPPER:
CITY OF SUNRISE

By: _____

Title: _____

TRANSPORTER:
FLORIDA GAS TRANSMISSION COMPANY

By: _____
R.E. HAYES

Title: VICE PRESIDENT OF MARKETING

This Second Revised Exhibit B supersedes and replaces First Revised Exhibit B dated May 1, 2000; Effective October 1, 2000.

Contract 5761 FTS-1

No Documentation Available

No Documentation Available

No Documentation Available

THIRD REVISED EXHIBIT A
TO
FIRM TRANSPORTATION SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY
AND
CITY OF SUNRISE
DATED
JANUARY 1, 1998

Receipt Point Description	DRN	Maximum Daily Quantity (MMBtu)* Oct	Nov-Mar	Apr	May-Sep
PRODUCTION ZONE 1					
MOPS Refugio	25809	0	0	0	0
Zone 1 Total CS 7 Eunice	6489	0	0	0	0
PRODUCTION ZONE 2					
AMR Krotz Springs	10036	335	330	358	331
Koch St. Landry	10034	65	70	42	69
Zone 2 Total CS 8 Zachary	7995	400	400	400	400
PRODUCTION ZONE 3					
Zone 3 Total CS 11 Mt Vernon	716	0	0	0	0
TOTAL MDQ:		400	400	400	400

*Exclusive of Transporter's fuel. Shipper to provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.

The parties agree that a facsimile of this exhibit, when properly executed and transmitted, shall be considered for all purposes to be an original document and shall be deemed for all purposes to be signed and constitute a binding agreement.

SHIPPER:
CITY OF SUNRISE
By: [signature]
Title: Director
(To be attested if not signed by an officer of the company)

TRANSPORTER:
FLORIDA GAS TRANSMISSION COMPANY
By: [signature]
Title: Sr. Vice President of Marketing

This Third Revised Exhibit A supersedes and replaces Second Revised Exhibit A dated October 1, 2000; Effective August 1, 2001.

Contract 5761 FTS-1

** TOTAL PAGE. 02 **

** TOTAL PAGE. 02 **

Florida Gas Transmission Company
P.O. Box 4967, Houston, TX 77210-4967

November 9, 2005

City of Sunrise
Sunrise – Gas Admin Center
Harry Zehender
4401 NW 103rd Avenue
Sunrise, Florida 33351-7915

Re: FGT Contract No. 5761 Rollover Option

Dear Mr. Zehender:

Florida Gas Transmission Company ("Transporter") and City of Sunrise ("Shipper") are parties to the referenced Firm Transportation Service Agreement ("Agreement"). Pursuant to such Agreement, the primary term expires on 1/31/2007. "In accordance with the Shipper's exercise of its rollover rights pursuant to Section 20 of the General Terms and Conditions of Transporters FERC Gas Tariff", Transporter and Shipper hereby amend the Agreement by deleting and replacing Section 6.1 of Article VI Term of Agreement as follows:

6.1 The term of this Agreement shall commence on 2/01/2007 and shall continue in effect through 1/31/2017.

Except as herein amended, the Agreement shall remain in full force and effect.

Respectfully,

Dale D. Eldridge
Sr. Contract Administrator

cc: John Long
Contract File: 5761

AGREED TO AND ACCEPTED THIS 29th DAY OF November, 2005 XXXXX

Shipper
CITY OF SUNRISE

By: Harry Zehender
Title: Director

Transporter
FLORIDA GAS TRANSMISSION COMPANY

By: J.E. Thayer
Title: Sr. Vice President & C.C.O.

FGU

MAR-06-2007 11:56 FGT FAX

Florida Gas Transmission Company, LLC

Amendment to Firm Transportation Agreement

Date: 3-1-07

Shipper's Name: SUNRISE, CITY OF

Contract Number: 5761

Amendment Number: 9

Request Number: 118685

The above mentioned Agreement is hereby amended as follows:

The parties hereby agree to amend the agreement to decrease firm delivery capacity at 16272/3229/C F INDUSTRIES-BARTOW, 16282/38029/C F INDUSTRIES and increase firm delivery capacity at 16111/2878/SUNRISE (POI#/DRN#/PointName).

The parties agree that a facsimile of this agreement, when properly executed and transmitted, shall be considered for all purposes to be an original contract, and shall be deemed for all purposes to be signed and constitute a binding agreement. To submit a transportation service agreement via FAX, the entire agreement must be faxed to Transporter's Contract Department. The agreement must also be properly and fully executed. Upon Transporter's acceptance and execution, an executed copy will be returned via FAX to such number as directed by the Shipper.

This agreement, as amended, constitutes the entire agreement between the parties with respect to the subject matter of this Amendment and shall be binding upon and shall ensure to the benefit of the parties hereto and the respective successors and assigns. No promises, agreements or warranties additional to this Amendment other than as may be contained in Florida's tariff will be deemed to be part of this Amendment nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

The effective date of this Amendment is 03/01/2007

Except as amended herein, all provisions of the Agreement are hereby confirmed by the parties to be and remain in full force and effect.

FLORIDA GAS TRANSMISSION COMPANY, LLC

By: R.C. Troyer

Title: Sr. V.P. & COO

Date: 4/9/2007

SUNRISE, CITY OF

By:

Title: Director

Date: 3/7/07

Exhibit B

to

Firm Gas Transportation Service Agreement

Between

Florida Gas Transmission Company, LLC

and

SUNRISE, CITY OF

Dated

01/01/1998

Date Range: 03/01/2007 to 12/31/2999

Point(s) of Delivery			Maximum Daily Quantity (MMBtu)*			
Point Description	Point	DRN	Apr	May-Sept	Oct	Nov-Mar
SUNRISE	16111	2978	400	400	400	400
Total MDTQ:			400	400	400	400

* Exclusive of Transporter's fuel. Shipper to provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's F.E.R.C. Gas Tariff, General Terms and Conditions.

Contract No: 5761

FGU

5761 AMENDMENT 9

TOTAL P.03

FGU

Florida Gas Transmission Company

Amendment to Firm Transportation Agreement

Date: 02/28/2007

Shipper's Name: FLORIDA GAS UTILITY

Contract Number: 5141

Amendment Number: 77

Request Number: 118615

The above mentioned Agreement is hereby amended as follows:

The parties hereby agree to increase the Maximum Daily Transportation Quantity (MDTQ) of the agreement per attached Exhibits.

The parties hereby agree to amend the agreement to increase firm delivery capacity at 16111/2978/SUNRISE.

The parties hereby agree to amend the agreement to increase firm receipt capacity at 10102/10034/GULF SOUTH-ST. LANDRY FGT, 78303/314571/ANR/FGT ST LANDRY PARISH EXCHNG.

The parties agree that a facsimile of this agreement, when properly executed and transmitted, shall be considered for all purposes to be an original contract, and shall be deemed for all purposes to be signed and constitute a binding agreement. To submit a transportation service agreement via FAX, the entire agreement must be faxed to Transporter's Contract Department. The agreement must also be properly and fully executed. Upon Transporter's acceptance and execution, an executed copy will be returned via FAX to such number as directed by the Shipper.

This agreement, as amended, constitutes the entire agreement between the parties with respect to the subject matter of this Amendment and shall be binding upon and shall ensure to the benefit of the parties hereto and the respective successors and assigns. No promises, agreements or warranties additional to this Amendment other than as may be contained in Florida's tariff will be deemed to be part of this Amendment nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

The effective date of this Amendment is 03/01/2007.

Except as amended herein, all provisions of the Agreement are hereby confirmed by the parties to be and remain in full force and effect.

FLORIDA GAS TRANSMISSION COMPANY
By: R.C. Bruger
Title: Sr. V.P. & CCO
Date: 4/7/07

FLORIDA GAS UTILITY
By: Kathryn P. Vaughan
Title: General Manager
Date: 3/2/07