ORIGINAL

ATTACHMENT A

990723-EQ

FIRST AMENDMENT TO THE MASTER AGREEMENT TO AMEND AND RESTATE CONTRACTS FOR THE PURCHASE OF FIRM CAPACITY AND ENERGY, BETWEEN FLORIDA POWER CORPORATION AND EL PASO POWER SERVICES

(redacted copy)

AFA ____
APP ____
CAF ____
CMU ____
CTR ____
EAG ____
LEG ____
MAS ____
OPC ____
PAI ____
SEC 1
WAW ____
OTH ____

FIRST AMENDMENT
TO
MASTER AGREEMENT TO AMEND AND RESTATE CONTRACTS
FOR THE PURCHASE OF FIRM CAPACITY AND ENERGY

THIS FIRST AMENDMENT ("First Amendment") to that certain **MASTER AGREEMENT TO AMEND AND RESTATE CONTRACTS FOR THE PURCHASE OF FIRM CAPACITY AND ENERGY** dated effective May 19, 1999 ("Agreement") by and between FLORIDA POWER CORPORATION ("Buyer") and EL PASO POWER SERVICES COMPANY ("El Paso"),

WITNESSETH:

WHEREAS, Buyer and El Paso executed and delivered the Agreement on May 19, 1999, for the purposes and consideration therein expressed; and

WHEREAS, Buyer and El Paso desire to amend the Agreement as hereinafter set out;

THEREFORE, FOR AND IN CONSIDERATION OF the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, all of the signatories to this First Amendment, each intending to be legally bound, agree as follows:

1. Defined Terms. Except as otherwise specifically provided herein, all capitalized words and phrases use in this Amendment that are defined in the Agreement shall have the meaning ascribed thereto in the Agreement.

2. Effective Date. This First Amendment shall be effective for all purposes as of May 19, 1999.

3. Definitions. There shall be added to Article 1 of the Agreement the following definition:

> "Firm System Need for Energy" – means a need by Buyer for Energy to avoid or mitigate the disruption in service to those demand side management customers on the Buyer's interruptible and curtailable service rate in a situation on the Buyer's electrical system in which, regardless of cause, all other demand side customers of lower service priority are experiencing disruptions.

4. Sale of Capacity and Energy. Articles 5.2.1 and 5.2.6 of the Agreement shall be deleted, and replaced with the following:

5.2.1 Commencing on the Commencement Date and throughout the Term, Buyer shall be entitled to Schedule, at Buyer's discretion at any time and from time to time, in accordance with the provisions of this Article 5.2, quantities of Energy as follows (such Energy, when Scheduled, "Call Energy"):

Time Period	Quantity (MWh perHour)
Commencement Date through August 9, 2009	74 or 110 or 184
August 10, 2009 through August 8, 2024	74 or 80 or 154
August 9, 2024 through December 31, 2025	74

Upon Buyer's Scheduling such Call Energy, Seller shall Schedule, from any sources available to Seller, the quantities of Call Energy Scheduled by Buyer for the number of hours specified by Buyer in its Schedule for such Call Energy; provided, however, that if Seller elects to Schedule the quantity of Energy Scheduled by Buyer from one or more sources designated on Exhibit G, the quantities of Energy Scheduled from such source(s) shall be subject to the "Conditions" with respect to such source(s) as set out on Exhibit G. Buyer shall purchase and Seller shall sell the Call Energy delivered to Buyer in accordance with the terms and conditions of this Agreement.

5.2.6 In the event that any of the Committed Facilities are Running at the time that Buyer Schedules Call Energy, Buyer shall give Seller at least (2) hours notice prior to the time that Buyer requires delivery of such Call Energy to commence, or at least one (1) hour prior notice in the event that Buyer certifies in its Scheduling of Call Energy that such Call Energy is being Scheduled to meet a Firm System Need for Energy. In each case when Call Energy is Scheduled, Buyer shall accept and purchase said Call Energy delivered to Buyer in accordance with terms and conditions of this Agreement for a minimum period of one (1) hour.

5. Remedies with Respect to Failure to Deliver Events of Default. In Article 10.3.3 of the Agreement, the amount [redacted] shall be deleted from the first sentence and replaced with the amount [redacted] In the second sentence of Article 10.3.3 shall be deleted in its entirety and replaced with the following:

The Liquidated Damages Cap shall be increased annually by and amount equal to the nominal interest on a nominal principal amount (the "Interest Adder"). The nominal interest shall be equal to the average Interest Rate over the twelve Months ending with and including the Month in which such anniversary falls. The nominal principal is the lesser of (I) [redacted] and (ii) the remaining unpaid amount of the Liquidated Damages Cap of the Liquidated Damages Cap. The nominal principal shall be increased annually by the Interest Adder on the first anniversary of the Commencement Date and each anniversary thereafter until the first to occur of (a) the exhaustion of the sum of the Liquidated Damages Cap by payments of liquidated damages to Buyer pursuant to Article 10.3.1 and Article 10.3.2, and (b) the expiration of the Term.

6. Exhibits. Buyer and El Paso shall detach Exhibits A and H from each original counterpart of the Agreement, and such detached Exhibits A and H shall have no further force and effect. Revised Exhibits A and H, attached to this First Amendment, shall be attached by Buyer and El Paso to each original counterpart of the Agreement, shall become a part of the Agreement and shall supersede and replace for all purposes Exhibits A and H as originally attached to the Agreement.

IN WITNESS WHEREOF, The Parties have duly executed this First Amendment effective for all purposes as of May 19, 1999.

FLORIDA POWER CORP. LEGAL DEPT. APPROVED 7/12/99 per M. Waller

FLORIDA POWER CORPORATION

By: ____________________

Title: President and Chief Executive Officer

EL PASO POWER SERVICES COMPANY

By: ____________________

Title: President

EXHIBIT A TO MASTER AGREEMENT
COMMITTED CAPACITY, AGGREGATE COMMITTED CAPACITY AND AGGREGATE CAPACITY CHARGE
(Revised)

CONTRACT	MULBERRY	ROYSTER	ORANGE				
TERM	08/08/2024	08/09/2009	12/31/2025				
CAPACITY MW	79.2	30.8	74	Aggregate Committed Capacity	Aggregate Capacity Charge	Aggregate Committed Capacity Pursuant to Adjustment as Provided by Article 5.5	Aggregate Capacity Charge Pursuant to Adjustment as Provided by Article 5.5
CAPACITY CHARGES	$/kW-mo	$/kW-mo	$/kW-mo	MW	$/kW-mo	MW	$/kW-mo
1999	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2000	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2001	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2002	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2003	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2004	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2005	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2006	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2007	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2008	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2009 –through 8/10/2009	$ [redacted]	$ [redacted]	$ [redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
8/10/2009 through 12/31/2009	$ [redacted]		$ [redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2010	$ [redacted]		$ [redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2011	$ [redacted]		$ [redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2012	$ [redacted]		$ [redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2013	$ [redacted]		$ [redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2014	$ [redacted]		$ [redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]

2015	[redacted]	[redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2016	[redacted]	[redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2017	[redacted]	[redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2018	[redacted]	[redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2019	[redacted]	[redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2020	[redacted]	[redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2021	[redacted]	[redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2022	[redacted]	[redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2023	[redacted]	[redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2024 through 8/8/2024	[redacted]	[redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
8/9/2024 through 12/31/2024		[redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]
2025		[redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]

The sole purpose for reporting the individual capacity charges associated with each contract is for the operative understanding of computing the Aggregate Capacity Charges.

EXHIBIT H TO MASTER
AGREEMENT
MAKE WHOLE CREDIT
(Revised)

Make Whole Credit Calculation Methodology

The Make Whole Credit is based upon (i) the difference between the As Available Energy Price and the QF Energy Rate, subject to certain limitations described below, and (ii) an agreed upon number of hours (Y) and an agreed upon number of annual MWH (U). The Make Whole Credit shall be paid monthly as an estimate and corrected annually as needed, and shall be calculated with respect to each of the Contracts as follows:

For each of the Y hours of the year (as Y is hereinafter defined with respect to each of the Contracts) in which the As Available Energy Price were greatest, the QF Energy Rate shall be subtracted from the lesser of the As Available Energy Price or the Strike Price. The differences shall be summed and the sum divided by the number of hours considered. If the result (the "Credit Difference") is equal to or greater than Z (as Z is hereinafter defined with respect to each of the Contracts), the Credit Difference with respect to each Contract shall be deemed to be Z. If the Credit Difference is equal to or less than W (as W is hereinafter defined with respect to each of the Contracts), the Credit Difference with respect to that Contract shall be deemed to be W. If the Credit Difference is greater than W and less than Z, the Credit Difference is the calculated value.

The Credit Difference with respect to each Contract shall be multiplied by the value of U (as U is hereinafter defined with respect to each Contract. The results of each multiplication shall be summed, and such sum shall be the annual Make Whole Credit to be paid by Seller to Buyer. The initial values of Y (expressed in hours), Z and W (each expressed in 1999 dollars per MWh), and U (expressed in MWh) are as set forth with respect to the Contracts in Tables 1 - 3 below; provided, that the values of Z and W shall be adjusted annually by application of the Annual Adjustment Factor, which shall have cumulative effect upon the values of Z and W. For any calendar year when the Master Agreement or any of the Contracts is not in effect for the full twelve months of such year, the values of Y and U for (i) all of the Contracts, with respect to the calendar year in which the Commencement Date occurs, or (ii) for any Contract that expired prior to the end of a particular calendar year, shall be prorated on a daily basis by multiplying the values reflected in Table 1 for all of the Contracts or for the expired Contract, as the case may be, by a fraction, the numerator of which is the number of days during the particular year that the Master Agreement or any of the Contracts expiring during that year was in effect, and the denominator of which is the number of days in such year. Additionally the greatest As Available Energy Prices shall be for the effective hours of the Contract. By example, if the Commencement Date of the Master Contract is August 2, 1999, the values of Y and U for each of the Contracts would be multiplied the fraction 151/365 and the As Available Energy Prices used for calculating the Make Whole payments would include August 2, 1999 through the end of that year. By further example, for calendar year 2009 during which the Royster Contract will expire on August 9, the values of Y and U for the Royster Contract would be multiplied by the fraction 145/365 and the As Available Energy Prices used in calculating the Make Whole payment for the Royster contract would include the beginning of that year through August 9, 2009.

Table 1 Mulberry Energy Make Whole Terms

VARIABLE	TERM	VALUE
Y	Number of Hours	[redacted]
Z	Maximum Difference $/MWh	$18.00
W	Minimum Difference $/MWh	[redacted]
U	MWh	[redacted]

Table 2 Royster Energy Make Whole Terms

VARIABLE	TERM	VALUE
Y	Number of Hours	[redacted]
Z	Maximum Difference $/MWh	$18.00

W	Minimum Difference $/MWh	[redacted]
U	MWh	[redacted]

Table 3 Orange Energy Make Whole Terms

VARIABLE	TERM	VALUE
Y	Number of Hours	[redacted]
Z	Maximum Difference $/MWh	$15.00
W	Minimum Difference $/MWh	[redacted]
U	MWh	[redacted]

<u>Estimated Monthly Make Whole Credit Payments</u>

CONTRACT	MWh	$/MWh	INSTALLMENT
Mulberry	[redacted]	$11.50	[redacted]
Royster	[redacted]	$11.50	[redacted]
Orange	[redacted]	$10.00	[redacted]

<u>Example of Make Whole Credit Calculation (Mulberry Contract)</u>

Step One: Identify [redacted] hours of the Year (or fewer, as reduced in proportion to the number of days of a Year in which this Agreement was in effect for only a portion of the Year, compared to 365 days, or 366 days in a Leap Year) in which the As-Available Energy Prices were greatest (during the portion of the Year that this Agreement was in effect);

Step Two: If the As-Available Energy price for any hour identified in Step One is greater than the corresponding Strike Price for that year, the Strike Price shall be used in lieu of the As-Available Energy Price for such hour (the "Applicable Price");

Step Three: Determine corresponding QF Energy Rate for each hour identified in Step One;

Step Four: For each hour identified in Step One, subtract the QF Energy Rate from the corresponding As-Available Energy Price or the Applicable Price, as the case may be. The result for each hour is the "Hourly Make Whole Difference".

Step Five: Compute the average of the Hourly Make Whole Differences. The result is the "Average Make Whole Rate".

Step Six: If the Average Make Whole Rate is greater than or equal to $18.00/MWh (for 1999) then the "Make Whole Amount" shall be equal to $18.00/MWh (for 1999).

Step Seven: If the Average Make Whole Rate is less than or equal to [redacted] MWh (for 1999), then the Make Whole Amount shall be equal to [redacted]/MWh (for 1999).

Step Eight: If the Average Make Whole Rate is less than $18.00/MWh (for 1999) and greater than [redacted]/MWh (for 1999), then the Make Whole Amount shall be equal to the Average Make Whole Rate.

Step Nine: Multiply the Make Whole Amount (in dollars per MWh) by [redacted] MWh. The result shall be the Make Whole Credit.