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Florida
Power
CORPORATION

JAMES A. McGEE
SENIOR COUNSEL

November 15, 1994

Ms. Blanca S. Bayó, Director
Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399-0870

Re: Docket No. 940797-EQ

Dear Ms. Bayó:

Enclosed for filing in the subject docket are fifteen copies of Florida Power Corporation's Second Supplemental Filing to Petition for Approval, to the Extent Required, of Certain Actions Relating to Approved Cogeneration Contracts.

Please acknowledge your receipt of the above filing on the enclosed copy of this letter and return to the undersigned. Also enclosed is a 3.5 inch diskette containing the above-referenced document in Word Perfect format.

ACK ✓
AFA ____
APP ____
CAF ____
CMU ____
CTR ____
EAG Shiva
LEG Brown
LIN le
OPC ____
RCH ____
SEC 1
WAS ____
OTH ____

RECEIVED & FILED
FPSC-BUREAU OF RECORDS

Very truly yours,

James A. McGee

JAM/jb
Enclosures
cc: All parties of record

DOCUMENT NUMBER-DATE
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FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Docket No. 940797-EQ

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of Florida Power Corporation's Second Supplemental Filing to Petition for Approval, to the Extent Required, of Certain Actions Relating to Approved Cogeneration Contracts has been served by U.S. Mail on the 16th day of November, 1994 to the following:

Orange Cogen Limited
c/o Ark/CSW Development Partnership
23293 South Pointe Drive
Laguna Hills, CA 92653

NationsBank of Florida, NA
600 Peachtree Street, NE
Atlanta, GA 30308

GECC
1600 Summer Street
Stamford, Connecticut 06927

TIFD-C, Inc.
c/o GECC
1600 Summer Street, 6th Floor
Stamford, Connecticut 06927
Attn: Manager,Energy Portfolio Admin

Lake Cogen, Ltd.
1551 N. Tustin Avenue, Suite 900
Santa Ana, CA 92701

Mr. Macauley Whiting, Jr.
Ridge Generating Station
400 North New York Ave., Suite 101
Winter Park, FL 32789

Wheelabrator Ridge Energy
3131 K-Ville Avenue
Auburndale, FL 33823

Mr. Jerome L. Glazer
Auburndale Power Partners
12500 Fair Lakes Circle, Suite 420
Fairfax, Virginia 22033

Mr. Don Fields
Executive Director
Auburndale Power Partners
1501 Derby Avenue
Auburndale, FL 33823

Mr. Roger Fernandez
Cargill Fertilizer, Inc.
8813 Highway 41 South
Riverview, FL 33569

Bankers Trust Company
Four Albany Street
New York, New York, 10015
Attn: Corporate Trust & Agency Group

The Prudential Insurance Company of America
Three Gateway Center
Newark, NJ 07102-4077
Attn: Asset Unit/IAU Management

Dade Power Incorporated
1551 N. Tustin Avenue, Suite 900
Santa Ana, CA 92701

The Prudential Insurance Company of America
Four Gateway Center
Newark, NJ 07102-4069
Attn: Project Management Team

Pasco Cogen, Ltd.
220 East Madison Street, Suite 526
Tampa, FL 33602
Attn: Elliott White

Tiger Bay Limited Partners
2500 City West Boulevard
Houston, TX 77042

The Fuji Bank and Trust Company
Two World Trade Center
New York, New York 10048

Mr. Dennis Carter
Assistant City Manager
Metro-Dade Center
111 NW 1st Street, 29th Floor
Miami, FL 33128

Mr. Juan Portuando
President
Montenay International
3225 Aviation Avenue, 4th Floor
Coconut Grove, FL 33133

Ms. Gail Fels
Assistant County Attorney
Metro-Dade Center
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Miami, FL 33128

Polk Power Partner, L.P.
c/o Polk Power GP, Inc.
1027 South Rainbow Boulevard
Suite 360
Las Vegas, Nevada 89128

TIFD VIII-J, Inc.
c/oGeneral Electric Capital Corporation
1600 Summer Street
Stamford, Connecticut 06927

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Johnson and Associates
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Tallahassee, FL 32301

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Orlando Cogen Limited, L.P.
c/o Air Products and Chemicals
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Allentown, PA 18595-1501

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New York Branch
One World Trade Center, Ste. 954G
New York, NY 10048

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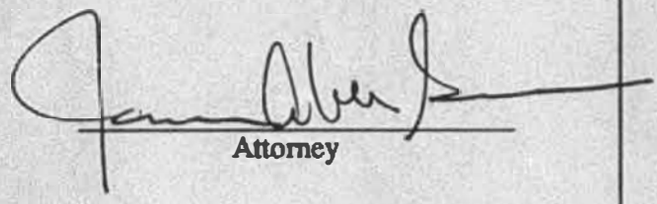
Palm City, FL 34990



Attorney

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Florida Power Corporation for Approval, to the Extent Required, of Certain Actions Relating to Approved Cogeneration Contracts.	Docket No.940797-EQ Submitted for filing: November 16, 1994

SECOND SUPPLEMENTAL FILING TO PETITION FOR APPROVAL, TO THE EXTENT REQUIRED, OF CERTAIN ACTIONS RELATING TO APPROVED COGENERATION CONTRACTS

Florida Power Corporation ("FPC") hereby submits the second supplement to its July 28, 1994 petition to the Florida Public Service Commission ("Commission"), which sought approval, to the extent required, with respect to certain actions taken during the course of performance of Commission-approved cogeneration contracts. This second supplementation relates to certain letter agreements, executed after the filing of Florida Power's petition, between FPC and Ridge Generating Station, L.P.; FPC and Orange Cogeneration; FPC and Pinellas County; and FPC and Lake Cogen, LTD. FPC supplements its petition to include the following agreements:

1. On July 27, 1994 FPC and Ridge Generating Station L.P., entered into a letter agreement to confirm and memorialize their understanding with respect to the clarification, interpretation and amelioration of certain terms and conditions of the March 1991 Negotiated Contract For the Purchase of Firm Capacity and Energy From A Qualifying Facility. The clarifications set forth generally in this agreement can be described as inherent in the routine administration of the contract by the parties. For example, the letter agreement clarifies the parties understandings related to such provisions as interconnections, limitations of sales, scheduled maintenance outages, monthly capacity payment [illegible]

Income Tax treatment of accelerated capacity payments, letters of credit, and so forth.

2. On October 4, 1994 FPC and Orange Cogeneration entered into a Letter Agreement regarding Dual Fuel Capability and Back-up Fuel Storage Capability. Under this agreement Orange Cogen has agreed that, prior to November 1, 1998, it shall acquire and install Dual Fuel Capability and Back-Up Fuel Storage Capability at the facility. In addition, the parties have agreed that if the cost of acquisition and installation exceeds $1.3 million FPC shall have the option to pay the difference. However, if FPC either elects not to pay the excess amount, or fails to agree in writing to pay within 60 days, then Orange shall have no obligation to acquire and install the Dual Fuel Capability and Back-up Fuel Storage Capability

3. Also on October 4, 1994 FPC and Orange Cogeneration entered into a second Letter Agreement to clarify and confirm the understanding of Florida Power Corporation and Orange Cogeneration Limited regarding certain terms and conditions of the November 18, 1991 Dispatchable Contract for the Purchase of Firm Capacity and Energy from a Qualified Facility. The clarifications set forth generally in this agreement can be described as inherent in the routine administration of the contract by the parties. For example, the letter agreement clarifies the parties understandings related to such provisions as annual outages, curtailment, Off-Line Hour obligations to sell and receive electric energy, billing information calculations, operational tests, dispatch and calculations for the annual capacity factor.

4. On October 11, 1994 FPC and Pinellas County reached an agreement confirming and formalizing the parties understanding regarding commitments and

responsibilities with respect to reducing the sale and delivery of electric energy generated at the County's Resource Recovery Facility during low electric energy load periods. FPC and Pinellas County agree that during periods of low electric energy load Pinellas County will reduce its electric output by approximately 20 MW for three calendar weeks each year during the months of October and November. In addition, Pinellas County will exercise all reasonable efforts to perform scheduled and unscheduled maintenance during FPC's low electric energy load periods.

5. On October 14, 1994, FPC and Lake Cogen, LTD executed a written agreement whereby Lake Cogen will reduce its output to 95 MW during all off-peak hours under normal operating conditions. This Curtailment Agreement will be in full force and effect through May 15, 2000, and may be extended beyond that time upon the mutual agreement of the parties.

6. Accordingly, FPC now supplements its earlier petition in the instant docket to add the above mentioned agreements. A copy of these agreements are attached hereto and supplement the Appendix to FPC's Petition at Tab 3 (CFR), Tab 13 (Lake Cogen), Tab 19 (Pinellas County), and Tab 21 (Ridge Generating Station).[1]

7. As set forth in the petition (at ¶¶12-14 and 21-22), FPC believes that no further approval of such letter agreements is required. The cogeneration contracts themselves incorporate the Commission's rules, which expressly authorize FPC to modify its purchase power agreements for various reasons, including economic ones. Indeed, by entering into these agreements rather than

[1] Also attached is a revised cover page for Tabs 3, 13, 19 and 21 of the Appendix.

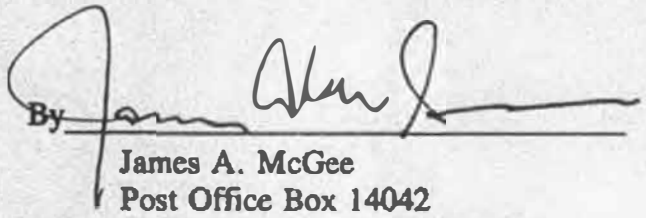
unilaterally exercising its contract rights, FPC acts to ensure a more orderly and well-planned understanding of the contracts than could otherwise occur.

8 Moreover, to the extent that further approval of such agreements is necessary, FPC submits that such approval should issue. As also set forth in the Petition (id.), modifications of the agreements such as those referenced here is consistent with the interests of the public and FPC's ratepayers since it avoids possible impairment of the reliability and efficiency of FPC's system.

9 In sum, in supplementing the Petition, FPC restates its view that these Letter Agreement with Orange Cogeneration Limited, Lake Cogen, Pinellas County and Ridge Generating Station require no further Commission approval. However, if the Commission disagrees with that view, the Commission should approve this agreement as in the public interest, the interest of FPC's ratepayers, and the interests of the contracting parties.

Respectfully submitted,

OFFICE OF THE GENERAL COUNSEL
FLORIDA POWER CORPORATION

By 

James A. McGee
Post Office Box 14042
St. Petersburg, FL 33733-4042
Telephone: (813) 866-5184
Facsimile: (813) 866-4931

AMENDED SUMMARY

CFR BIO-GEN CORP. (11/19/91 Negotiated Dispatchable contract)

Assignments

- •• Contract expressly authorizes FPC to consent to assignments of obligations, benefits & duties (Art. XXIII)
- •• 06/10/92: FPC consents to Assignment to AP Cogen, L.P.
  - ••• FPC's consent expressly recites that the assignment does not alter FPC's rights against CFR and that CFR is only discharged from its obligations to the extent of performance of them by AP Cogen
  - ••• AP Cogen is a group comprised of the original contracting party and additional investors
- •• 01/29/93: FPC consents to an Assignment to Diamond Energy, Inc., as security in connection w/financing
- •• 04/30/93: FPC consents to Assignment to Orange Cogeneration Limited Partnership
  - ••• FPC's consent expressly recites that the assignment does not alter FPC's rights against AP Cogen and that AP Cogen is only discharged from its obligations to the extent of performance of them by Orange
  - ••• Orange is also know as Ark and CSW Energy; CSW Energy is comprised of a large group of utilities based in the southwest United States (principally Texas)
- •• 04/30/93: FPC consents to an Assignment to Diamond Energy, Inc., as security in connection w/financing
- •• 04/30/93: FPC consents to an Assignment to Stewart and Stevenson Services, Inc., and General Electric Capital Corp., as security in connection w/financing

CFR BIO-GEN CORP. cont.

- Back-Up Fuel Installation

  - 10/04/94: Letter Agreement regarding Dual Fuel Capability and Back-up Fuel Storage Capability

    - Orange agrees that prior to November 1, 1998, Orange shall acquire and install Dual Fuel Capability and Back-Up Fuel Storage Capability at the facility. In addition, if the cost of acquisition and installation exceeds $1.3 million, FPC shall have the option of to pay the difference. However, if FPC either elects not to pay the excess amount, or fails to agree in writing to pay within 60 days, then Orange shall have no obligation to acquire and install the Dual Fuel Capability and Back-up Fuel Storage Capability

- Annual Outages

  - 10/04/94: The parties agree that on or before October 31 of each year, FPC will notify Orange of the dates, during the next succeeding calendar year, it proposes for the Annual Outage

- Curtailment

  - 10/04/94: The parties agree that Orange shall not be required to sell energy to FPC and FPC shall not be required to buy energy from Orange during the hours of 11:00 PM to 7:00 AM Eastern time during any day from November 1 through March 31, and the hours of 12:00 Midnight to 8:00 AM Eastern time during any day from April 1 through October 31.

- Event of Default

  - 10/04/94: The parties agree that, in the event of default, Orange shall have a reasonable opportunity to cure said default, including the opportunity to redemonstrate the Facilities Commercial In-Service Status

ORANGE COGENERATION

October 4, 1994

Mr. Robert Dolan
Manager Cogeneration Contracts and Administration
FLORIDA POWER CORPORATION
3201 34th Street South
St Petersburg, FL 33711

Re: Dispatchable Contract for the Purchase of Firm Capacity and Energy from a Qualifying Facility, between CFR/Biogen and Florida Power Corporation, dated November 18, 1991, as amended (as further amended, modified or supplemented from time to time, the "Contract")

Dear Mr. Dolan:

The purpose of this letter agreement (this "Letter Agreement") is to clarify and confirm the understanding of Florida Power Corporation (the "Company") and Orange Cogeneration Limited Partnership (the "QF") regarding certain terms and provisions of the Contract. Terms which are not otherwise defined herein (including the definitions set forth in Exhibit A hereto) shall have the meaning provided them in the Contract. In consideration of the mutual covenants and promises contained herein and in a separate Letter Agreement between the Company and the QF of even date herewith, the Company and the QF hereby clarify, confirm and agree to the following:

1. The Contract shall be construed to provide the Company and the QF with the following additional rights and impose on them the following additional obligations:

   (a) Subject to the requirements set forth in this Paragraph 1(a), the QF shall cease sales of energy to the Company during an annual fourteen (14) day period (each such aggregate fourteen (14) day period shall be referred to herein as the "Annual Outage") during each full calendar year of the Term after the Contract In-Service Date. On or before October 31 of the calendar year prior to each such calendar year, the Company shall notify the QF of the dates during such next succeeding calendar year, which shall be, unless otherwise mutually agreed, during the period from June 15 through October 31 of such next succeeding calendar year, that the Company proposes for the Annual Outage. The Annual Outage shall consist of two (2) separate or consecutive seven (7) consecutive calendar day periods. The Annual Outage shall occur on the dates proposed by the Company unless the QF can demonstrate to the reasonable satisfaction of the Company that such dates will have a material adverse impact on the maintenance and/or operational requirements of the Facility. If the QF is able to make such demonstration for any Annual

3750 South Jones Boulevard • Suite 12 • Las Vegas, Nevada 89103 • Tel (800) 772-5146 • Fax (714) 588-3972
Mailing Address: 23046 Avenida de la Carlota, Suite 400 • Laguna hills, California 92653 • Tel (714)588-3767 • Fax (714) 588-3972

Outage, the Company and the QF shall, in good faith, attempt to agree on alternative dates for such Annual Outage. Notwithstanding the foregoing, the Company acknowledges and agrees that when a major overhaul is required, the Annual Outage shall, at the QF's request, be for a fourteen (14) consecutive calendar day period.

(b) Except as expressly provided in Paragraph 1herein to the contrary, the QF shall not be required to sell energy to the Company nor shall the Company be required to buy energy from the QF during the hours of 11:00 PM to 7:00 AM Eastern time during any day from November 1 through March 31, and the hours of 12:00 Midnight to 8:00 AM Eastern time during any day from April 1 through October 31 (these hours shall be defined as the "Off-Line Hours").

(c) If the Company desires that the QF sell energy to the Company during any portion of the Off-Line Hours, the Company shall make such request to the QF at least twenty-four (24) hours prior to the commencement of the applicable Off-Line Hours, and such request shall contain a forecast of (i) how much energy the Company will need from the QF during such Off-Line Hours and (ii) the applicable As-Available Energy Cost. If the QF elects to sell such energy to the Company, then, in addition to paying the QF for such energy as required under the Contract, the Company shall also pay the QF the Incremental Fuel Costs (as defined below) for such applicable Off-Line Hours. Within three (3) business hours (being 8:00 a.m. to 5:00 p.m., Eastern time) after the Company requests that the QF sell energy to the Company during the Off-Line Hours, the QF shall provide the Company, by facsimile, an estimate of the fuel and fuel transportation rates that will be used to calculate the Incremental Fuel Costs. The Company shall have two (2) hours after the Company receives such estimate within which to rescind the Company's earlier request for the QF to sell energy during the Off-Line Hours. If the Company does not rescind such earlier request, the Company shall be obligated to purchase energy produced by the QF during such Off-Line Hours, up to the amount requested by the Company, and shall pay the Incremental Fuel Costs as required by this Paragraph 1(c). For purposes of this Letter Agreement, "Incremental Fuel Costs" shall mean the difference between (i) the fuel and fuel transportation costs that the QF incurs for the quantity of fuel used to generate energy during the Off-Line Hours, and (ii) the fuel and fuel transportation costs that the QF paid, or would have paid, for the same quantity of fuel during the non-Off-Line Hours of the day in which the Off-Line Hours commenced. By way of example, but not limitation, if the Company asks the QF to operate the Facility during all of the Off-Line Hours beginning at midnight on July 15, and the QF uses 2,000 MMBtu at a price of $2.50 per MMBtu to produce energy during such Off-Line Hours, and the price the QF paid for 2,000 MMBtu during the non-Off-Line Hours of July 15 (i.e. after 8:00 a.m. on July 15) was $2.00 per MMBtu, then, in

addition to the amount the Company would pay the QF for the energy produced during the Off-Line Hours, the Company would also pay the QF an additional $1,000, i.e. ($2.50 x 2,000) - ($2.00 x 2,000) = $1,000.

(d) Within ten (10) calendar days after the QF receives all of the billing information required to calculate the Incremental Fuel Costs for a calendar month, the QF shall calculate and submit an invoice (with reasonable supporting documentation) to the Company for payment of the Incremental Fuel Costs for such calendar month. The Company shall pay such invoice within fifteen (15) calendar days after receiving such invoice.

(e) From time to time after the Contract In-Service Date, the QF will be required to conduct reasonable operational tests at the Facility to demonstrate satisfaction of permitting or regulatory requirements or contractual tests. Such operational tests may require the QF to operate at load levels and/or during times (including, without limitation, the Off-Line Hours) that differ from the load levels and/or times required or requested by the Company. The QF shall provide notice to the Company of such operational tests at least 48 hours prior to the commencement of such operational tests. Notwithstanding anything to the contrary, the Company agrees to purchase all of the energy produced by the Facility during such tests without any penalty or discount.

(f) The QF shall have the right, at its sole and absolute discretion, not to operate during the Off-Line Hours.

(g) For purposes of start-up and shut-down of the Facility, a Dispatch Period shall not commence within two (2) hours following the end of the Off-Line Hours, nor shall a Dispatch Period end within one (1) hour of the commencement of the Off-Line Hours.

2. For purposes of calculating the On-Peak Equivalent Availability Factor, the Equivalent Availability Factor and the Committed Capacity under the Contract, the Company and the QF clarify and confirm the following:

(a) All of the time required to install the Dual Fuel Capability and Back-up Fuel Storage Capability (for purposes of this Letter Agreement, said terms shall have the same definitions as set forth in that certain Letter Agreement, between the QF and the Company, dated as of even date herewith), if such Dual Fuel Capability and Back-up Fuel Storage Capability are installed, plus all of the hours during each Annual Outage, plus two (2) hours after the Off-Line Hours and one (1) hour before the Off-Line Hours, shall be excluded for purposes of calculating the Equivalent Availability Factor and the On-Peak Equivalent Availability Factor.

(b) All calculations of performance parameters, including without limitation, hourly KW output, made in order to demonstrate or redemonstrate Commercial In-Service Status will be adjusted to an annual average ambient temperature of 72°F.

(c) Subject to the terms and conditions of this Letter Agreement, the On-Peak Hours for November through March are all days 6:00 a.m. to 12:00 Noon and 5:00 p.m. to 10:00 p.m., Eastern time, and for April through October are all days 11:00 a.m. to 10:00 p.m., Eastern time.

3. During the month in which the Contract In-Service Date occurs and for the first three (3) full billing months after the Contract In-Service Date (the "Shake-Down Period"), the Committed EAF for purposes of the Contract shall be deemed to be eighty percent (80%). During the Term, the O.P.E.A.F. in the Capacity Payment Adjustment on Schedule 5 of Appendix C shall be calculated in accordance with Paragraph 20 of this Letter Agreement. Section 8.4 of the Contract shall be modified by having the following phrase added to the end of the Section: "and (vi) the ratio of the total number of hours in the billing period less the number of hours during which the QF is being paid for energy pursuant to Section 9.1.1 to the total number of hours in the billing period." The intent of the parties is that the QF shall receive a pro rata capacity payment for the month in which the Contract In-Service Date occurs, calculated in accordance with Section 8.4 of the Contract, as amended by this Paragraph 3 and Paragraph 20 below.

4. During (a) the hours of each Annual Outage, (b) all hours that are not in a Dispatch Period, and (c) the time required to install the Dual Fuel Capability and Back-up Fuel Storage Capability, if such Dual Fuel Capability and Back-up Fuel Storage Capability are installed, the Performance Adjustment shall not be less than zero (0). During the Excluded Hours (as hereinafter defined), the Performance Adjustment shall be deemed to be zero (0). For purposes of this Letter Agreement, the "Excluded Hours" shall be those hours that the QF designates as the "Excluded Hours" for each calendar month, up to an aggregate total of four hundred (400) hours in each calendar year. The QF shall designate the "Excluded Hours" for a calendar month on or before the fifteen (15th) day immediately following such calendar month.

5. The Company shall support all of the QF's Federal Energy Regulatory Commission ("FERC") pleadings or recertifications that the QF reasonably believes it is required to file to reflect changes resulting from this Letter Agreement.

6. Except as provided in Paragraph 1 hereof, the QF also shall sell and deliver or arrange for the delivery of electric energy to the Company and the Company agrees to purchase, accept, and pay for such electric energy that is made available for sale to and received by the Company at the Point of Delivery. Such electric energy, expressed in KWH, accumulates over time from the electric output, expressed in KW, that is net of any electric

energy used on the QF's side of the Point of Delivery and in excess of that electric energy generated to meet the obligations of the TECO Contract (as hereinafter defined) as long as that energy is made available at the Point of Delivery. In other words, the Company will purchase all of the net electric energy, KWH, that comes from all of the Facility's output, KW, even though that net output is greater than the Committed Capacity. This interpretation shall survive after the QF no longer has an obligation under the TECO Contract (as hereinafter defined). The parties recognize that the provisions of this Paragraph 6 shall be subject to, and limited by, the provisions of the Contract and Florida Public Service Commission ("FPSC") rules with respect to the pricing of energy deliveries from "Qualifying Facilities".

7. As long as FERC's grant of QF Status (as defined below) is effective and has not been canceled by FERC, the QF will have QF Status for purposes of the Contract. If the QF were to temporarily lose its thermal host or otherwise be in a factual circumstance whereby it may not be in compliance with the applicable requirements for "Qualifying Cogeneration Facility" status ("QF Status"), the Company will rely only upon FERC's determination of QF Status. The Company shall not rely upon any independent, factual determination of such QF Status. The QF shall not be in default under the Contract for failing to maintain its QF Status if the QF is using reasonable efforts to be in compliance with the requirements imposed pursuant to FERC's grant of QF Status, and has notified FERC and has taken actions to remedy the situation. In such case, the Company shall abide by FERC's final determination, subject to any judicial appeal(s) of such determination. Nothing in this Paragraph 7 shall prevent the Company from protesting the Facility's QF Status before FERC, except to the extent such protest is not allowed under Paragraph 5 of this Letter Agreement. Nothing in this Paragraph 7 shall prevent the QF from exercising any rights it may have under the Contract to declare a Force Majeure Event.

8. **[INTENTIONALLY DELETED]**

9. Appendix C, Schedule 4, Column 2, entitled "Normal Payment Rate" is replaced with the attached schedule on Exhibit B entitled "Negotiated Payment Rate". In connection with the Capacity Account that the QF must establish at the time the QF is first entitled to receive capacity payments under the Contract, the Company agrees that the QF may execute an agreement in form and substance reasonably satisfactory to the Company, the QF and the Senior Lenders (as defined below) for purposes of evidencing its promise to repay any credit balance in the Capacity Account as required pursuant to Section 8.5.4 of the Contract. In addition, the Company agrees that to satisfy the QF's repayment obligations with respect to any credit balance in the Capacity Account up to a maximum of Five Million Dollars ($5,000,000), the Company will accept a lien that is junior to the Senior Lenders but senior to all other loans and a security interest in the Facility assets from the QF. The QF hereby agrees to execute and deliver security documents and

financing statements in form and substance reasonably satisfactory to the Company, the QF and the Senior Lenders (as defined below) to evidence such junior lien and security interest. The Company acknowledges that the junior lien to be granted by the QF to secure the QF's obligations to repay any credit balance in the Capacity Account shall be expressly subordinated to the senior liens contemplated to be granted by the QF to the lenders providing construction and permanent financing for the Facility (whether through debt or equity financings) (such lenders, the "Senior Lenders"). The Company further acknowledges that the Senior Lenders may require the Company to execute and deliver subordination and intercreditor agreements to set forth the relative rights of the Senior Lenders and the Company and hereby agrees to execute and deliver such normal and customary subordination and intercreditor agreements as may be reasonably requested by the Senior Lenders with respect to the senior liens and security interests of the Senior Lenders. The Company further agrees that the QF may grant such additional liens and security interest to the extent that such additional liens are junior to and do not encumber the liens of the Company. The QF acknowledges that the Company may require additional lenders to execute and deliver subordination and intercreditor agreements to set forth the relative rights of the Company and the additional lenders and the additional lenders shall execute and deliver such normal and customary subordination and intercreditor agreements as may be requested by the Company with respect to the lien and security interest of the Company.

10. During all hours of each Dispatch Period, the Company agrees, notwithstanding any other provision of the Contract to the contrary, that the Company shall Dispatch the QF at the Committed Capacity unless the QF and the Company mutually agree to an alternate Dispatch Level. The Company's agreement to Dispatch the Facility at the Committed Capacity shall not be interpreted as eliminating the QF's right as set forth in Section 5.3 of the Contract to control the Facility in the event of an emergency affecting the Facility, the Interconnection Facilities or the Company's electrical system, nor shall it be interpreted as affecting the provisions of Paragraph 6 of this Letter Agreement.

11. The Company and the QF agree that the third (3rd) sentence of Section 5.4.1 of the Contract shall be interpreted to provide that the fifty percent (50%) minimum annual capacity factor will be reduced by the number of total hours the Facility is on a (i) scheduled partial outage, (ii) scheduled full outage, (iii) forced partial outage, (iv) forced full outage, or (v) has been totally disconnected from the Company's distribution system pursuant to the Company's exercise of its rights, if any, under Section 15.3 or Section 3.0 of Appendix B of the Contract. In calculating the annual capacity factor pursuant to Section 5.4.1 of the Contract, the Off-Line Hours shall be deemed to be included only in the denominator of such calculation. The terms in clauses (i) - (iv) of the first sentence of this Paragraph 11 shall be interpreted in accordance with the standards set forth from time to time by the North American Energy Reliability Council.

12. The Company agrees to incorporate the following provision into the Dispatch protocol for the Facility:

(a) To meet the requirement of Section 5.4.3 of the Contract, the QF will provide the Company with a generator capability curve for the Committed Capacity sixty (60) days prior to the Contract In-Service Date. The Company may request that the QF adjust the Facility MVAR output level according to such Facility generator capability curve, proportionate to the relationship between the Dispatch Level and the Committed Capacity and the QF shall not refuse any reasonable request to make such an adjustment.

(b) The Company agrees that it will not utilize Automatic Generation Control to Dispatch the Facility. The QF shall not, under any circumstances, be subject to the five percent (5%) non-AGC penalty set forth in Section 5.4.2 of the Contract.

(c) The Company agrees not to require the QF to start-up or shutdown any combustion turbine at the Facility more than once in a Dispatch Period. If the Company requests or requires the QF to shutdown a combustion turbine during a Dispatch Period, the Company shall not be permitted to require the QF to start-up such combustion turbine until the next succeeding calendar day, and the QF shall not be subject to Dispatch during the remainder of the calendar day in which such shut-down occurred.

13. **[INTENTIONALLY DELETED]**

14. By 12:00 Noon of each calendar day during the Term after the Facility achieves Commercial In-Service Status, the Company shall provide the QF with a forecast (the "Daily Forecast") of the Dispatch Periods and the As-Available Energy Cost for the forty-eight (48) hour period commencing at 12:00 Midnight of the day immediately after the Daily Forecast is provided by the Company. The Daily Forecast shall comply with all applicable requirements of the Contract and this Letter Agreement. Since the QF will utilize the portion of the Daily Forecast describing the applicable Dispatch Period to purchase fuel and fuel transportation services, and schedule energy deliveries to Tampa Electric Company ("TECO"), the Company agrees that the Company will provide the QF with twelve (12) hour advance notice of any change in the Dispatch Period that will result in a change in the timing of the Facility being Dispatched on or off.

15. FPC will, when and if it becomes practicable, attempt to provide the QF's operators at the Facility with real-time estimates of the prevailing As-Available Energy Cost, for the operators to use in regulating the Facility's energy deliveries. If FPC is unable to provide real-time estimates of the As-Available Energy Cost, the QF will utilize the forecasted As-Available Energy Cost to govern the Facility's energy deliveries; provided, however,

actual billing of the deliveries will be based on the actual As-Available Energy Cost data as opposed to the forecasted data.

16. **[INTENTIONALLY DELETED]**

17. **[INTENTIONALLY DELETED]**

18. **[INTENTIONALLY DELETED]**

19. **[INTENTIONALLY DELETED]**

20. The O.P.E.A.F. referenced in Schedule 5 of Appendix C of the Contract shall equal the Rolling Average EAF calculated below. The remainder of Section 8.3 of the Contract after the first sentence shall be deleted in its entirety and replaced by the following:

The EAF for the period shall equal the sum of (a) the EAF for the applicable billing month, as defined below (the "EAFM"), and (b) the sum of the EAFMs for the eleven (11) immediately preceding consecutive months (or if there have not been eleven (11) such months since the Contract In-Service Date, the EAFMs for the immediately preceding consecutive months since the Contract In-Service Date), divided by the number of months used in both (a) and (b). Such calculation is represented by the following formulae:

$$\text{Rolling Average EAF} = \frac{\sum_{j=1}^{n} \text{EAFM}_j}{n}$$

Where:

n = Number of months to be included in the rolling average calculation, and,

EAFM shall be calculated using the following formula:

$$\text{EAFM} = \frac{\sum (\text{mWh})}{\text{m} \times \text{CC}}$$

Where, for purposes of the EAFM definition

The numerator sums the energy delivered to FPC during all the On-Peak Hours of the month falling within the Dispatch Periods in which FPC requests energy deliveries at the Committed Capacity.

CC = the Committed Capacity

m = Number of On-Peak Hours in the month falling within the Dispatch Periods in which FPC requests energy deliveries at the Committed Capacity.

For each month used in calculating monthly Equivalent Availability Factor (EAFM) during the Shake-Down Period, the EAFM for such month shall be adjusted as follows.

$$[\text{Adjusted EAFM for each Month during the Shake-Down Period}] = \frac{[\text{EAFM}]}{[\ 80\%\ ]}$$

21. The QF and the Company hereby certify, confirm and agree as follows:

(a) That the contest by the QF of any proceedings before any federal, state or local government authority (provided that such contest is pursued in good faith by appropriate proceedings diligently conducted and such contest does not subject the Facility to risk of forfeiture) will not violate the covenant of the QF set forth in Section 14.1.2 of the Contract. Section 1.12(i) of the Contract will be deemed satisfied if the QF is not in violation of the covenant set forth in Section 14.1.2 of the Contract.

(b) In the event the Facility experiences an Event of Default pursuant to Section 15.3.2 of the Contract, the QF's right to a reasonable opportunity to cure shall include, but not be limited to, the right to complete such repairs and modifications, if any, as the QF determines are required and diligently pursues and to schedule additional tests and to redemonstrate the Facility's Commercial In-Service Status; provided, however, that the QF will provide not less than twenty-four hours prior notice to the Company of each such redemonstration and the Company shall be permitted to attend such redemonstration.

(c) The Facility is not located North of the latitude of FPC's Central Florida Substation. Therefore, no Import Capability, as described in Article II of the Contract, is required and Article II of the Contract is of no force or effect.

(d) Sections 1.49, 4.2(i) and 15.1.3, Appendix A Section 2.2h and Appendix D of the Contract, which are applicable solely to a non-interconnected facility, and Sections 11.1, 22.2, and 22.3 and Appendix A Section 2.1 of the Contract, to the extent such sections make reference to the Transmission Service Utility, are of no force or effect.

(e) The Contract is corrected so that the reference to Section 13.3 in Section 1.41 of the Contract is to Sections 13.2 and 13.3.

22. The Company agrees to enter into a Consent and Agreement in connection with QF's construction and long term financing which shall be in substantially the same form and substance as the Consent and Agreement attached hereto as Exhibit C.

23. The Company shall use its best efforts to prevent the terms of this letter agreement from encumbering the QF's ability to receive benefits from that certain Standard Offer Contract for the Purchase of Firm Energy and Capacity from a Qualifying Facility, between Tampa Electric Company and the Polk Power Project, dated April 17, 1989, including any amendment, restatement, replacement or addition thereto, (the "TECO Contract"). The QF has an agreement to acquire the TECO Contract from Polk Power Partners, L.P., an affiliate of the QF.

24. Except as provided herein to the contrary, nothing in this Letter Agreement shall be deemed to alter the rights and obligations of the parties pursuant to the Contract or pursuant to FPSC Rules 25-17.080 - 25-17.092, as the same may be amended from time to time.

25. Except as expressly modified, clarified, explained, expanded or replaced herein, the terms and provisions of the Contract shall remain in full force and effect.

Very truly yours,

ORANGE COGENERATION LIMITED PARTNERSHIP
by ORANGE COGENERATION G.P., INC.,
its General Partner

By: _____
Name: Arnold R. Klann
Title: President

FLORIDA POWER CORP.
LEGAL DEPT.
APPROVED
Date 10/14/94
By JBN

ACCEPTED AND AGREED
FLORIDA POWER CORPORATION

By: _____
Name: PHILIP C HENRY
Title: SR VICE PRESIDENT ENERGY DELIVERY

EXHIBIT A

As used in this Letter Agreement, each of the following terms shall have the meanings set forth below, unless the context or this Letter Agreement requires otherwise.

Dispatch Levels shall mean the operating load levels that the Company schedules for the Facility during a Dispatch Period in connection with the delivery of energy to the Company, which load levels shall be the Committed Capacity, unless the parties otherwise mutually agree on a different load level.

Dispatch Period shall mean those hours (none of which being Off-Line Hours) during each calendar day as identified in the applicable Daily Forecast in accordance with Paragraph 14 of this Letter Agreement that the Company will Dispatch the Facility. A Dispatch Period shall consist of a single consecutive period of hours in each calendar day.

Initial Operating Characteristics shall mean for any Dispatch Period the time of the commencement of such Dispatch Period and the Dispatch Level of the Facility (which shall be the Committed Capacity, unless the parties otherwise mutually agree on a different load level).

Exhibit B

Orange Capacity Payment Rates

Year	Negotiated Payment Rate ($/kW-mo)
1995	17.08
1996	17.92
1997	18.81
1998	19.74
1999	20.72
2000	21.74
2001	22.82
2002	23.96
2003	25.14
2004	26.39
2005	27.71
2006	29.10
2007	30.55
2008	32.08
2009	33.69
2010	35.38
2011	37.14
2012	35.97
2013	37.81
2014	39.74
2015	41.76
2016	43.90
2017	46.13
2018	48.49
2019	50.95
2020	53.55
2021	56.29
2022	59.15
2023	62.18
2024	65.35
2025	68.65

EXHIBIT C
CONSENT AND AGREEMENT

This Consent and Agreement (this "Consent") dated as of _____, by and among _____, a _____ corporation, as Collateral Agent (together with its successors and assigns, the "Collateral Agent"), _____, a _____ corporation in the capacity described in Section 13, ORANGE COGENERATION LIMITED PARTNERSHIP, a Delaware limited partnership (together with its successors and assigns, the "Borrower"), and FLORIDA POWER CORPORATION, a private utility corporation organized under the laws of the State of Florida (together with its successors and assigns, the "Contracting Party").

WITNESSETH:

WHEREAS, the Contracting Party and the Borrower are parties to those agreements defined in Schedule 1 attached hereto (and made a part hereof) as the Orange Contract and the Wheeling Contract.

The Orange Contract and the Wheeling Contract are individually and collectively referred to herein as the "Contracting Party Documents".

WHEREAS, in order to finance the development, acquisition, construction, equipping, start-up and operation of the Borrower's 102 MW (nominal) combined cycle cogeneration power plant located in Polk County, Florida (the "Project") and certain related expenditures, the Borrower has entered into various agreements with the Collateral Agent and certain other parties;

WHEREAS, the Borrower and the Collateral Agent have entered into the [Name of Primary Loan Agreement], dated as of _____ (as such agreement may be amended, modified, restated or supplemented from time to time, the "Loan Agreement"), among the Borrower, Orange Cogeneration GP, Inc., a Delaware corporation and the general partner of the Borrower (the "General Partner"), _____ in its capacity as the letter of credit issuer (the "Letter of Credit Issuer"), each of the financial institutions that are or from time to time may be parties to the Loan Agreement (each a "Lender" and collectively, the "Lenders") and the Collateral Agent (the Collateral Agent, together with the Letter of Credit Issuer and the Lenders, the "Secured Parties") pursuant to which the Lenders and the Letter of Credit Issuer have agreed to provide credit facilities to the Borrower in connection with the construction and operation of the Project;

WHEREAS, as of the date of the execution of this Consent, the Borrower and the Collateral Agent are entering into an assignment and security agreement dated as of _____ (the "Security Agreement"), pursuant to which the Borrower is pledging, assigning and transferring to the Collateral Agent for the benefit of the Secured Parties, and granting to the Collateral Agent a lien on, among other things, all of the Borrower's right, title and interest in and to the Contracting Party Documents; and

WHEREAS, the Contracting Party is agreeable to consenting to such assignment of

and lien and security interest on the Borrower's right, title and interest in the Contracting Party Documents;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Collateral Assignment and Duties of the Borrower.

(a) The Contracting Party acknowledges and consents to the collateral pledge and assignment by the Borrower to, and creation by the Borrower of a lien and security interest in favor of the Collateral Agent pursuant to the Security Agreement on all of the right, title and interest of the Borrower in, to and under (but, except as otherwise expressly provided below, not its obligations, liabilities or duties with respect to) the Contracting Party Documents, as security for the payment and performance of all or any part of the Borrower's obligations to the Secured Parties.

(b) The Borrower hereby agrees that it shall remain liable to the Contracting Party for each and every duty, liability and obligation of the Borrower under the Contracting Party Documents.

Section 2. Representations and Warranties. The Contracting Party represents and warrants as follows:

(a) Corporate Power and Authority. Each of this Consent and the Contracting Party Documents has been duly authorized, executed and delivered by the Contracting Party, is in full force and effect and is a legal, valid and binding obligation of the Contracting Party, enforceable against the Contracting Party in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally.

(b) Corporate Status. The Contracting Party is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business in the State of Florida, the only jurisdiction in which the performance of its obligations under the Contracting Party Documents makes such qualification necessary. The Contracting Party has the corporate power and authority to carry on its business as currently being conducted and to execute, deliver, and perform its obligations under this Consent and the Contracting Party Documents.

(c) No Default. To the best knowledge of the Contracting Party, the Borrower is not in default under any material covenant or obligation under the Contracting Party Documents, and no such default has occurred prior to the date hereof. The Contracting Party has duly performed and complied with all covenants, agreements and conditions contained in the Contracting Party Documents, and to the best knowledge of the Contracting Party, none of the Borrower's rights under the Contracting Party Documents have been

waived.

(d) Approvals. To the best knowledge of the Contracting Party, the Contracting Party has obtained all governmental permits, certificates or other authorizations it is required to obtain as a prerequisite to engaging in the activities provided for in the Contracting Party Documents (collectively, the "Authorizations"). If the Contracting Party becomes aware of any additional required Authorizations, the Contracting Party agrees to seek to obtain such additional required Authorizations. Nothing in this Consent should be deemed to affect the parties' rights and responsibilities under Florida Public Service Commission Rule 25-17.086.

(e) No Violation. The execution, delivery and performance of this Consent and the Contracting Party Documents by the Contracting Party have not resulted in any violation of any applicable law, rule, or regulation to which the Contracting Party is subject, which violation individually or in the aggregate could have a material adverse affect on the ability of the Contracting Party to perform its obligations under this Consent or the Contracting Party Documents.

Section 3. Collateral Agent Cure Rights.

(a) The Contracting Party agrees that it will not suspend or terminate the performance of its obligations under any of the Contracting Party Documents without first giving the Collateral Agent notice. Notice of any such suspension or termination shall be given by the Contracting Party at least five Business Days prior to the proposed date of suspension or termination. For the purposes of this Consent, "Business Day" means Monday through and including Friday other than any such day on which banking institutions in New York or Florida are authorized or required to close.

(b) The parties acknowledge that Sections 15.1 and 15.3 of the Orange Contract, specify pre-operational events of default and operational events of default upon the occurrence of which the Contracting Party is authorized to exercise remedies as set forth in Sections 15.2 and 15.4 respectively of such Contract. The parties acknowledge that the Collateral Agent shall be authorized to effect any and all cure rights belonging to the Borrower under such sections as provided herein. Provided, however, that nothing in this Consent shall be deemed as extending the period of time required before the Contracting Party may exercise its remedies under Sections 15.2 and 15.4 of the Orange Contract except as expressly set forth herein. Section 15.4.1 of the Orange Contract grants to the Borrower the reasonable opportunity to cure certain operational events of default. The parties hereby agree that, upon the Borrower's receipt of notice from the Contracting Party any operational event of default for which the Borrower is entitled a reasonable opportunity to cure pursuant to said Section 15.4.1, the Borrower and the Contracting Party shall agree on an amount of time which shall constitute a reasonable opportunity to cure the subject event of default (the "Reasonable Period"). If, thirty days after receipt of such notice by the Borrower, the parties have not agreed as to a Reasonable Period for such event of default, either the Contracting Party or the Borrower may petition the Florida Public Service Commission (FPSC) for a

determination of the Reasonable Period for such event of default and the FPSC's determination of such Reasonable Period shall be conclusive and binding to all parties hereto.

(c) Following receipt of notice of termination pursuant to Section 3(a) for any pre-operational event of default under Section 15.1 of the Orange Contract, the Collateral Agent shall have the right for an additional period of time not to exceed Fifteen Business Days from receipt of notice of termination to cure the Borrower's pre-operational event of default. Further, following receipt of notice of termination pursuant to Section 3(a) for any operational events of defaults for which a Reasonable Period is applicable under Sections 15.4.1 of the Orange Contract, the Collateral Agent shall have the right to cure the Borrower's operational event of default for an additional period of time not to exceed the greater of (i) 120 days from the date of the Borrower's and the Collateral Agent's receipt of notice of such operational event of default or (ii) 45 days beyond the expiration of the Reasonable Period. In any event, to the extent the Collateral Agent's right to cure the Borrower's operational event of default hereunder extends beyond the Borrower's right to cure, such additional cure time may be obtained by the Collateral Agent in bi-weekly increments upon at least two Business Days' advance written notice to the Contracting Party by the Collateral Agent prior to the date of termination identified in the termination notice (or prior to the end of the then current additional bi-weekly cure period as the case may be). If the Collateral Agent elects to acquire such additional bi-weekly cure period, the Collateral Agent shall be obligated to pay the Contracting Party's Cost of Cover (to the extent that alternate supplies of power are available during such period) or the Contracting Party's Lost Profits from the Contracting Party's inability to resell the power required to be supplied under the Orange Contract (to the extent that replacement power is unavailable for any reason). "Cost of Cover" shall mean the difference between (A) the Contracting Party's real time replacement cost for equivalent amounts of power (the sum of all capacity, energy, transmission, scheduling, accounting and billing charges) incurred by the Contracting Party by either generating or purchasing power to replace the power that would have been supplied under the Orange Contract and (B) the amount that would have been required to be paid by the Contracting Party for the equivalent amount of energy and capacity under the Orange Contract without regard to the Borrower's default. "Lost Profits" shall mean the lost non-fuel revenues associated with the Contracting Party's [unserved firm load] that would have been served had the Project been operating in accordance with the terms and provisions of the Orange Contract. In either event, Cost of Cover or Lost Profits shall be based on then prevailing prices for comparable power acquired consistent with prudent utility practices and shall include the reasonable administrative and general expenses incurred in providing such additional cure periods (provided, that such expenses shall be documented in reasonable detail). The Collateral Agent shall pay the Contracting Party biweekly in advance of the Contracting Party's reasonable good faith estimate of the amount that will be owing by the Collateral Agent in respect of such period of cure time pursuant to the foregoing provisions; at the end of such cure period, the Contracting Party shall notify the Collateral Agent if additional amounts are due (giving the Contracting Party's calculation of such amounts in reasonable detail) and the Collateral Agent shall promptly pay such amounts or the Contracting Party shall rebate or credit against additional cure periods (if elected by the Collateral Agent) any excess amount previously paid. The Collateral Agent shall have the right but not the

obligation to cure a default by the Borrower as provided herein.

Section 4. Notice.

(a) The Contracting Party will deliver to the Collateral Agent in a timely fashion copies of all material notices it delivers to the Borrower under each Contracting Party Document (including all notices of the occurrence of any default or force majeure event under each Contracting Party Document and, in the case of monetary default, the amount of such default), excluding day-to-day operational notices that are delivered to the Borrower in the ordinary course. The costs associated with the delivery of all such notices shall be paid by the Borrower.

(b) Notices to any party hereunder may be given by hand delivery, by means of an independent commercial overnight courier, by tested or otherwise authenticated telex, telecopy or facsimile or by registered or certified mail, postage prepaid, return receipt requested. Notice to any party hereto shall be deemed to be delivered on the earlier of (i) the date of personal delivery, (ii) if deposited in the United States Postal Service depository, postage prepaid, registered or certified mail, return receipt requested, or deposited with an independent commercial overnight courier in each case addressed to such party at the address indicated below (or at such other address as such party may have theretofore specified by written notice delivered in accordance herewith), upon delivery or refusal to accept delivery, in each case as evidenced by the return receipt, or (iii) if delivered by tested or otherwise authenticated telex, telecopy or facsimile, upon confirmed receipt. Notices hereunder shall be delivered to the following entities at the following addresses:

The Collateral Agent (and the Preferred Limited Partner):

_____
_____
_____
_____
_____

The Borrower:

Orange Cogeneration Limited Partnership
c/o Orange Cogeneration GP, Inc.
3750 South Jones Boulevard
Suite 12
Las Vegas, Nevada 89103
Attn: Program Manager
Facsimile: (714) 588-3972

The Contracting Party:

Street Address:
Florida Power Corporation
3201 34th Street South
St. Petersburg, Florida 33711
Attn: Manager, Cogeneration
Contracts Administrator
Facsimile: (813) 866-4994

Mail Delivery:

Florida Power Corporation
P. O. Box 14042
St. Petersburg, Florida 33733
Attn: Manager, Cogeneration
Contracts Administrator
Facsimile: (813) 866-4994

Section 5. Obligations.

(a) Except as expressly provided below, the Collateral Agent shall not have any obligation to the Contracting Party for the performance of any obligations under any of the Contracting Party Documents; provided, however, that if the Collateral Agent elects to assume the obligations of the Borrower under the Contracting Party Documents relating to either the Orange Contract or the Wheeling Contract, the Collateral Agent must first provide written notice thereof to the Contracting Party, and the Collateral Agent must comply in all respects with paragraphs (b) and (c) below. The Contracting Party agrees that it will accept performance by the Collateral Agent or its designee of the obligations of the Borrower under and in accordance with the particular Contracting Party Document assumed subject to paragraphs (b) and (c) below. The parties hereby agree that in the event the Collateral Agent elects to assume less than both of the Orange Contract and the Wheeling agreements then in such event the Contracting Party shall have the right to terminate the nonassumed agreement.

(b) The Collateral Agent agrees that in the event it gives notice to the Contracting Party of its election to assume a Contracting Party Document and operates the Project directly, or indirectly through an agent or through a subsidiary, affiliate, or other entity in which it holds an ownership interest (provided, that the foregoing shall not include operation by a court appointed receiver or similar person during the pendency of foreclosure or similar proceedings), the Collateral Agent (or such subsidiary, affiliate or other entity, as aforesaid) shall assume each and every duty and obligation of the Borrower arising out of or in connection with the Contracting Party Document so assumed, including but not limited to each and every such duty and obligation arising prior to the date of such assumption, and shall also at such time exercise and enjoy whatever right, title and interest in and to such Contracting Party Document as was assigned to it as provided under Section 1 hereof, and in such event, the Contracting Party agrees that the Collateral Agent shall have the right to enforce directly

against the Contracting Party under such Contracting Party Document and exercise all rights and remedies of the Borrower thereunder.

(c) The parties acknowledge and agree that operation of the Project must at all times be in the hands of a competent operator. In the event of a foreclosure or similar proceeding, including the appointment of a receiver, the Collateral Agent agrees to seek the appointment by the court of such a competent operator.

Section 6. Payments to Security Agent.

(a) The Contracting Party has been informed that all revenues derived from the Project are to be deposited with _____, as security agent ("Security Agent") for disbursement by the Security Agent, and the Contracting Party hereby agrees to make all payments required to be made by it to the Borrower by wire transfer to the Security Agent at an account at _____ the account number for which shall be set forth in a notice to be given to the Contracting Party by the Security Agent, or at such other account with the same or any successor Security Agent as the Collateral Agent shall reasonably from time to time notify the Contracting Party. All parties hereto agree that the deposit with the Security Agent of amounts due to the Borrower from the Contracting Party under the Contracting Party Documents shall satisfy the Contracting Party's payment obligations under the Contracting Party Documents.

(b) To the extent provided by law or under the terms of the Contracting Party Documents, each of the parties hereto agrees that the Contracting Party shall have the right to set off or deduct from payments due to the Borrower each and every amount due the contracting Party arising out of or in connection with the Contracting Party Documents.

Section 7. Restriction on Further Assignment. The Collateral Agent hereby agrees that it will not assign its right, title or interest in and to the Contracting Party Documents without the prior written consent of the Contracting Party, which consent shall not be unreasonably withheld; provided, that the Collateral Agent shall be entitled to assign the Contracting Party Documents to a successor collateral agent or to collateral agents appointed to satisfy the requirements of law; provided, however, that in each such case, such a successor Collateral Agent shall be a bank or trust company or other financial institution organized under the laws of the United States or any political subdivision thereof having a combined capital and surplus of at least $ 100,000,000 and willing, and legally qualified, to perform the duties of the Collateral Agent upon reasonable and customary terms. In the event of any such transfer reasonably consented to by the Contracting Party, the Contracting Party agrees to negotiate in good faith a consent to assignment of the Contracting Party Documents by such transferee to its financing parties (which consent will be acceptable to the Contracting Party if substantially in the form of this Consent).

Section 8. Amendments. This Consent is neither a modification of nor an amendment to the Contracting Party Documents. The Contracting Party will not without the prior written

consent of the Collateral Agent, agree to any material amendment, or modification of any Contracting Party Document; provided, that the Collateral Agent's consent for the Contracting Party to enter into any such amendment or modification shall be deemed given by the Collateral Agent if it has not given notice to the Contracting Party of its objection to such action within ten (10) Business Days after receipt of notice by the Collateral Agent from the Contracting Party of such proposed action.

Section 9. Non-Party. The Contracting Party is not a party to, has no obligation under, and has no knowledge of the content (other than the general understanding conveyed by the titles of the documents) of any of the documents referenced herein other than those which it has signed.

Section 10. Counterparts. This Consent may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.

Section 11. Complete Agreement. This Consent contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings among the Contracting Party and the other parties hereto relating to the subject matter hereof, except for the Contracting Party Documents. In the event of any conflict between the terms of this Consent and the Contracting Party Documents, the terms of this Consent shall control.

Section 12. Amendment No Waiver: This Consent may not be amended or modified except by an instrument in writing signed by each of the Contracting Party, the Borrower, the Collateral Agent and the Lender. No term, covenant or condition hereof shall be deemed waived, and no breach excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have so waived or excused, and any such waiver shall be effective only with respect to the specific term, covenant or condition so waived, and shall not constitute a continuing waiver of the same.

Section 13. Preferred Limited Partner. The parties acknowledge that pursuant to a Capital Contribution Agreement, dated as of _____ (the "Capital Contribution Agreement"), among the _____, a _____ corporation, the Borrower, the General Partner, the Limited Partners being referred to individually as a "Limited Partner" and collectively as the "Limited Partners"), _____ has agreed, subject to the terms and conditions set forth therein, to make, or cause a direct or indirect subsidiary of _____ to make, capital contributions to the Borrower in exchange for a preferred limited partnership interest in the Borrower and to enter (or cause a Subsidiary of _____ to enter) into a Second Amended and Restated Partnership Agreement with the General Partner and each of the Limited Partners, which provides for, among other things, the continuing existence of the Borrower with the General Partner, as general partner, each Limited Partner, as limited partner, and _____ or such Subsidiary of _____, as preferred limited partner (the "Preferred Limited Partner"); and

The parties acknowledge that, for so long as the Preferred Limited Partner remains a

preferred limited partner of the Borrower, then in the event the Security Agreement expires or is terminated (other than as a result of a foreclosure on the collateral thereunder), the Preferred Limited Partner shall succeed to all of the rights of the Collateral Agent under this Consent immediately prior to such expiration or termination, upon notice to the other parties by the Collateral Agent and the Preferred Limited Partner of such succession. In such event, and for so long as the Preferred Limited Partner remains a preferred limited partner of the Borrower, this Consent shall remain in full force and effect.

Section 14. Governing Law. This Consent shall be governed by and be construed in accordance with the laws of the State of Florida.

Dated: _____

FLORIDA POWER CORPORATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ORANGE COGENERATION LIMITED PARTNERSHIP

By: Orange Cogeneration G.P., Inc.
its General Partner

Name: _____
Title: _____

preferred limited partner of the Borrower, then in the event the Security Agreement expires or is terminated (other than as a result of a foreclosure on the collateral thereunder), the Preferred Limited Partner shall succeed to all of the rights of the Collateral Agent under this Consent immediately prior to such expiration or termination, upon notice to the other parties by the Collateral Agent and the Preferred Limited Partner of such succession. In such event, and for so long as the Preferred Limited Partner remains a preferred limited partner of the Borrower, this Consent shall remain in full force and effect.

Section 14. Governing Law. This Consent shall be governed by and be construed in accordance with the laws of the State of Florida.

Dated: _____

FLORIDA POWER CORPORATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ORANGE COGENERATION LIMITED PARTNERSHIP

By: Orange Cogeneration G.P., Inc.
its General Partner

Name: _____
Title: _____

ORANGE COGENERATION

October 4 , 1994

Mr. Robert Dolan
Manager, Cogeneration Contracts and Administration
Florida Power Corporation
3201 34th Street South
St. Petersburg, Florida 33711

RE: **Dispatchable Contract for the Purchase of Firm Capacity and Energy from a Qualifying Facility, between CFR/Biogen and Florida Power Corporation, dated November 18, 1991, as amended (as further amended, modified or supplemented from time-to-time, the "Contract")**

Dear Mr. Dolan:

The purpose of this Letter Agreement (this "Letter Agreement") is to set forth the understanding of, and agreement between, Florida Power Corporation, a Florida corporation ("FPC"), and Orange Cogeneration Limited Partnership, a Delaware limited partnership ("Orange"), relating to the need for an on-site back-up fuel supply and associated dual fuel capability at the Orange Cogeneration Facility, located on Clear Springs Road, near Bartow, Florida (the "Facility"). As currently developed, the Facility's sole fuel source is natural gas that will be delivered to the Facility pursuant to firm transportation arrangements. Orange does not currently have any plans for, and maintains that the Contract does not require it to have, an on-site back-up fuel source or dual fuel capability. In your letter to William Malenius, a representative of Orange, dated December 10, 1993 (the "Dolan Letter"), FPC claimed that Orange's failure to have an

3750 South Jones Boulevard • Suite 12 • Las Vegas, Nevada 89103 • Tel (800) 772-5146 • Fax (714) 588-3972
Mailing Address: 23046 Avenida de la Carlota, Suite 600 • Laguna Hills, California 92653 • Tel (714) 586-3767 • Fax (714) 588-3972

on-site back-up fuel source would constitute an Operational Event of Default under the Contract. Orange does not believe that the Contract imposes such an obligation on Orange and disputes FPC's claim. After numerous discussions between the parties, Orange and FPC desire to enter into both this Letter Agreement and a separate Letter Agreement of even date herewith (the "Concurrent Letter Agreement"), to resolve FPC's claim that Orange is obligated under the Contract to have an on-site back-up fuel supply and an associated dual fuel capability.

Terms which are not otherwise defined herein shall have the meaning ascribed to them in the Contract. In consideration of the mutual covenants and promises contained herein, and in the Concurrent Letter Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, FPC and Orange hereby agree as follows:

1. Subject to the terms and conditions of this Letter Agreement, Orange agrees that prior to November 1, 1998 (the "Installation Deadline"), the Facility shall have Dual Fuel Capability (as defined below) and Back-up Fuel Storage Capability (as defined below). For purposes of this Letter Agreement, the term "Dual Fuel Capability" shall mean that the Facility (a) can be operated on a propane-air mixture (the "Back-up Fuel"), in accordance with prudent utility practices, including, without limitation, the manufacturer's suggested operating procedures and parameters, (b) shall have an "on-line" fuel transfer system, and (c) can be operated on the Back-up Fuel while utilizing the "dry" emissions control system (i.e. no water or steam

injection would be required) that will be approved by General Electric Company ("GE") and installed at the Facility. For purposes of this Letter Agreement, "Back-up Fuel Storage Capability" shall mean that Orange shall have (x) site-specific storage capacity for the Back-up Fuel, which capacity shall be in a quantity that, in conjunction with the replenishment of the Back-up Fuel, will allow the Facility to operate for twenty four (24) hours in a consecutive forty eight (48) hour period, and (y) a supply of Back-up Fuel, through both the site-specific storage capacity and replenishment, in an aggregate quantity sufficient to operate the facility at the Committed Capacity for twenty four (24) hours in a consecutive forty eight (48) hour period.

2. (a) Within sixty (60) days after GE, or some other vendor approved by GE, provides Orange with a binding offer to (i) install the Dual Fuel Capability at the Facility by a guaranteed date, and (ii) provide performance guaranties and warranties for the operation of the Facility with the Dual Fuel Capability acceptable to Orange and the lenders providing non-recourse financing for the Facility, Orange shall present FPC with an estimate, with supporting documentation, of the cost to acquire and install the Dual Fuel Capability and Back-up Fuel Storage Capability at the Facility.

(b) If Orange's estimate to acquire and install the Dual Fuel Capability and Back-up Fuel Storage Capability is less than One Million Three Hundred Thousand Dollars ($1,300,000), as such amount may be reduced in accordance with Paragraph 2(e) of

this Letter Agreement (the "Dual Fuel Cap Amount"), then Orange shall, subject to the provisions of Paragraph 4 of this Letter Agreement, commence the acquisition and installation of the Dual Fuel Capability and Back-up Fuel Storage Capability. Orange shall not have any deadline to complete such acquisition and installation; provided, however, if the Dual Fuel Capability and Back-up Fuel Storage Capability have not been installed prior to November 1, 1998, the capacity payments for electricity delivered to FPC under the Contract shall be reduced thereafter in accordance with Paragraph 3 of this Letter Agreement until such time as the Dual Fuel Capability and Back-up Fuel Storage Capability are installed.

(c) If the estimate provided by Orange under Paragraph 2 (a) of this Letter Agreement exceeds the Dual Fuel Cap Amount, then FPC shall have sixty (60) days after Orange delivers such estimate to FPC to agree in writing to pay that portion of the actual costs to acquire and install the Dual Fuel Capability and Back-up Fuel Storage Capability (even if such actual cost exceeds the amount in such estimate) that exceed the Dual Fuel Cap Amount (such portion being the "Excess Amount"). If FPC either elects not to pay the Excess Amount, or fails to agree in writing to pay the Excess Amount during said sixty (60) day period, then Orange shall have no obligation to acquire and install the Dual Fuel Capability and Back-up Fuel Storage Capability. In such case, the capacity payments for electricity delivered to FPC under the Contract after November 1, 1998, shall be reduced in accordance with Paragraph 3 of this Letter

Agreement.

(d) If FPC agrees in writing to pay the Excess Amount, then, except as provided below in the last sentence of this Paragraph 2 (d), FPC shall pay such Excess Amount directly to Orange within fifteen (15) days after Orange provides FPC with invoices provided by the vendors who provide equipment, supplies and services for the acquisition and installation of the Dual Fuel Capability and Back-up Fuel Storage Capability. Notwithstanding anything else herein to the contrary, if FPC agrees in writing to pay the Excess Amount and the installation of the Dual Fuel Capability and Back-up Fuel Storage Capability is completed after November 1, 1998, then in addition to the amounts paid directly to Orange based on invoices from the vendors who provide equipment and services, FPC shall pay to Orange, within fifteen (15) days after such installation is completed and the final Excess Amount is calculated, an amount determined in accordance with the following formula:

$$A = B - C$$

WHERE

A = Additional amount to be paid by FPC to Orange

B = Amount of the Excess Amount as of the date that such installation is complete

C = Portion of the Excess Amount that FPC has paid directly to Orange as of the date that such installation is complete.

(e) FPC and Orange acknowledge that the capacity payments for electricity delivered to FPC under the Contract may be reduced under Paragraph 3 of this Letter Agreement if the Dual Fuel Capability and Back-up Fuel Storage Capability have not been installed by November 1, 1998. FPC agrees that the Dual Fuel Cap Amount shall be reduced by the aggregate amount that the capacity payments are discounted under Paragraph 3 of this Letter Agreement, plus interest calculated from the date such discount is taken (i.e. the date when the discounted capacity payment was made) at a rate of nine and ninety-six one hundredths percent (9.96%) per annum.

3. If the Dual Fuel Capability and Back-up Fuel Storage Capability have not been installed prior to November 1, 1998, for any reason except as set forth in Paragraph 4 of this Letter Agreement, then, subject to Paragraph 2 of this Letter Agreement, Orange's sole, total and absolute liability for such failure shall be that the capacity payments for electricity delivered to FPC under the Contract on and after such date, through, but excluding all times after, the date that such Dual Fuel Capability and Back-up Fuel Storage Capability are installed (if such Dual Fuel Capability and Back-up Fuel
Storage Capability are installed at all), shall be calculated utilizing the capacity payment rate set forth on Exhibit A under the column entitled "Full Discounted Capacity Payment Rate".

4. If the estimate provided by Orange pursuant to Paragraph 2 (a) of this Letter Agreement does not exceed the Dual Fuel Cap Amount, or if such estimate does exceed the Dual Fuel

Cap Amount, and FPC elects to pay the Excess Amount pursuant to Paragraph 2(c) of this Letter Agreement, then on or before the ninetieth (90th) day after the later of (a) the date that Orange provides FPC with the estimate under Paragraph 2(a) of this Letter Agreement if such estimate is below the Dual Fuel Cap Amount, and (b) if such estimate is above the Dual Fuel Cap Amount, the date that FPC notifies Orange of FPC's election to pay the Excess Amount, Orange shall prepare and submit applications for the various discretionary permits and permit modifications that Orange reasonably believes are required for the installation and operation of the Dual Fuel Capability and Back-up Fuel Storage Capability. Orange shall make a good faith effort to have such applications processed and approved in a diligent and timely manner. If (a) Orange is unable to obtain any such permit or permit modification, or (b) if Orange reasonably determines that a proposed permit or permit modification would impose a condition that would have a material adverse operational impact on the Facility (e.g. require the installation of a selective catalytic reduction system or reduce the number of hours the Facility can operate), then Orange shall not be required to install the Dual Fuel Capability and Back-up Fuel Storage Capability at the Facility. In such event, Orange's sole, total and absolute liability for not installing the Dual Fuel Capability and Back-up Fuel Storage Capability would be that the capacity payment rate for electricity delivered to FPC under the Contract on and after November 1, 1998, shall be reduced, and the capacity payment rate shall be deemed to be the amount set forth on Exhibit A under the column entitled "Partial Discounted Capacity Payment Rate." If the determination under this Paragraph 4 that Orange is not required to install the Dual Fuel Capability and Back-up Fuel Storage Capability is made

after November 1, 1998, and the capacity payments have already been reduced pursuant to Paragraph 3, then the capacity payment rate after the time such determination is made, shall be as described in the immediately preceding sentence, and all of the capacity payments made for electricity delivered between November 1, 1998 and the time of such determination shall be adjusted to reflect such new capacity payment rate schedule and FPC shall promptly pay the unpaid difference to Orange.

5. If Orange commences the acquisition of the Dual Fuel Capability in accordance with, and subject to the terms and conditions of, this Letter Agreement, then Orange and FPC shall mutually agree on the period of time that the Facility will be shutdown for the installation of the Dual Fuel Capability and Back-up Fuel Storage Capability (the "Shutdown Period") which agreement shall not be unreasonably withheld or delayed; provided, however, the Shutdown Period shall not occur during the periods of January 1 through May 31, and November 1 through December 31 of any calendar year; provided, further, that Orange shall have the right to designate a minimum of two (2) weeks for the Shutdown Period. Orange shall be deemed to deliver ninety percent (90%) of the Committed Capacity during all of the On-Peak Hours during the Shutdown Period. FPC shall reimburse Orange seventy percent (70%) of the gross revenues Orange loses, as a result of the Shutdown Period, from sales of energy and capacity that Orange would have made to Tampa Electric Company ("TECO"). The amount in the immediately proceeding sentence shall be calculated on the assumption that Orange would have delivered twenty-three (23) megawatts of energy and capacity to TECO during all of the

On-Peak Hours:

6. Subject to the provisions in the Concurrent Letter Agreement and applicable law, if Orange installs the Dual Fuel Capability and Back-up Fuel Storage Capability, and Orange elects to operate the Facility on the Back-up Fuel, Orange shall not be required to operate the Facility on the Back-up Fuel for more than twenty-four (24) hours in a consecutive forty-eight (48) hour period, or more than two hundred (200) hours in any single calendar year.

7. If Orange installs Dual Fuel Capability and Back-up Fuel Storage Capability, then any time that the Facility operates on the Back-up Fuel, the amount of energy that the Facility is delivering to FPC shall be adjusted so that the Facility is deemed to be operating at the same efficiency as it would operate on natural gas. Such adjustments shall be based on the manufacturer's specifications.

8. FPC hereby withdraws its assertion in the Dolan Letter that the lack of project on-site back-up fuel will cause FPC to declare an Operational Event of Default under Section 15.3 of the Contract at the time the Facility becomes operational. FPC agrees that it shall not be entitled to, and hereby waives all rights to, declare either a Pre-Operational Event of Default or an Operational Event of Default based on the Facility's lack of an on-site back-up fuel supply and/or dual fuel capability. FPC further agrees that the terms and conditions of this Letter Agreement (including, without limitation, the provisions of Paragraphs 3 and 4) fully and

completely satisfy the requirements of the Contract, if any, for Orange to maintain an on-site back-up fuel supply and/or dual fuel capability, and that Orange shall have the sole discretion to control the acquisition, management and delivery of fuel to the Facility. FPC hereby releases and forever discharges the following (each, a "Releasee"): Orange and its partners, and each of their respective officers, directors, agents, employees, affiliates, and shareholders, and any predecessor, successor or assignee of any of the foregoing, of and from any and all claims or causes of action whatsoever which FPC now has, ever had, or which any successor or assignee of FPC can, shall, or may have, against any Releasee relating to or arising from any requirements relating to the on-site back-up fuel supply or a dual fuel capability at the Facility.

9. FPC agrees that Section 20.1 of the Contract shall be inapplicable and the provisions of this Paragraph 9 shall apply if FPC, at any time during the term of the Contract, is denied the FPSC's or the Federal Energy Regulatory Commission's authorization, or the authorization of any other regulatory bodies which in the future may have jurisdiction over FPC's rates and charges, to recover any payments made by FPC to Orange under the Contract as a result of this Letter Agreement, the Concurrent Letter Agreement, and/or Orange's failure to have an on-site back-up fuel and/or dual fuel capability at the Facility (the "Reimbursement Denial").

(a) If a Reimbursement Denial occurs at any time during the term of the Contract, then FPC shall continue to pay all of the energy payments that FPC is required to make under the Contract, notwithstanding the Reimbursement Denial and Section 20.1 of the

Contract.

(b) If the Reimbursement Denial occurs prior to November 1, 1998, then the capacity payments that FPC makes to Orange under the Contract shall be adjusted as follows, notwithstanding the Reimbursement Denial and Section 20.1 of the Contract:

(i) the capacity payments for electricity delivered by Orange to FPC under the Contract prior to November 1, 1998, shall be reduced by one-quarter of one percent (.25%); and

(ii) the capacity payments for such electricity that is delivered on and after November 1, 1998, shall not be reduced.

(c) If the Reimbursement Denial occurs on or after November 1, 1998, then FPC shall continue to make all of the capacity payments required under the Contract, notwithstanding the Reimbursement Denial and Section 20.1 of the Contract.

10. FPC agrees not to challenge the terms and conditions of this Letter Agreement, including, without limitation, Paragraph 9, in any governmental, judicial or legislative proceeding, and shall not, subject to Orange's substantial performance and diligent pursuit of

its material obligations under this Letter Agreement (including, without limitation, any applicable cure periods), seek a disallowance for Orange's failure to have on-site back-up fuel and/or dual fuel capability at the Facility which would invoke the provisions of Section 20.1 of the Contract. FPC further agrees, subject to Orange's substantial performance and diligent pursuit of its material obligations under this Letter Agreement (including, without limitation, any applicable cure periods), not to allege the Facility's lack of an on-site back-up fuel and/or dual-fuel capability in any governmental, judicial or legislative proceeding. The intent of the parties under this Paragraph 10 is that FPC will not challenge the terms and conditions of this Letter Agreement and/or the Facility's lack of an on-site back-up fuel and/or dual fuel capability so long as Orange either installs the Dual Fuel Capability and Back-Up Fuel Storage Capability or has its capacity payments reduced, in either case, in accordance with the terms and conditions of this Letter Agreement.

11. Each party agrees to cooperate in good faith with the other and take all appropriate action and execute any documents or instruments of any kind which may be reasonably necessary or advisable in connection with this Letter Agreement.

12. This Letter Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Florida, without giving effect to the choice of law provisions thereof.

13. This Letter Agreement may be executed in one of more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. This Letter Agreement shall be binding upon the successors and assigns of the respective parties hereto.

15. This Letter Agreement and the Concurrent Letter Agreement constitute the entire agreement among the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Except as expressly modified, clarified, explained, expanded, or replaced herein and in the Concurrent Letter Agreement, the terms and provisions of the Contract shall remain in full force and effect. No amendment, modification or waiver of this Letter Agreement shall be binding unless executed in writing by the party to be bound thereby.

Very truly yours,

ORANGE COGENERATION LIMITED PARTNERSHIP,
a Delaware limited partnership
By: Orange Cogeneration G.P., Inc.,
a Delaware corporation, its General Partner

By: _____
Arnold R. Klann
President

ACCEPTED AND AGREED:

FLORIDA POWER CORPORATION

By: Philip C Henry
Name: PHILIP C HENRY
Title: SR. VICE PRESIDENT ENERGY DELIVERY

FLORIDA POWER CORP.
LEGAL DEPT.
APPROVED
Date 10/14/94
By JBH

Exhibit A

Year	Full Discounted Capacity Payment Rate ($/kW-mo)	Partial Discounted Capacity Payment Rate ($/kW-mo)
1995	17.08	17.08
1996	17.92	17.92
1997	18.81	18.81
1998	19.70	19.74
1999	20.68	20.72
2000	21.70	21.74
2001	22.70	22.76
2002	23.83	23.89
2003	25.01	25.07
2004	26.25	26.31
2005	27.57	27.63
2006	28.95	29.02
2007	30.39	30.46
2008	31.91	31.99
2009	33.51	33.59
2010	35.20	35.28
2011	36.95	37.03
2012	35.78	35.87
2013	37.61	37.70
2014	39.53	39.63
2015	41.54	41.64
2016	43.67	43.78
2017	45.89	46.00
2018	48.24	48.35
2019	50.68	50.81
2020	53.27	53.40
2021	56.00	56.13
2022	58.84	58.98
2023	61.86	62.00
2024	65.01	65.16
2025	68.29	68.46

AMENDED SUMMARY

LAKE COGEN LIMITED (03/13/91 Negotiated contract)

- Assignments
  - Contract expressly authorizes FPC to consent to assignments of obligations, benefits & duties (Art. XXIII)
  - 08/12/92: FPC consents to an Assignment to Citizens & Southern National Bank of Florida and TIFD III-C Inc. as security in connection w/financing
- Regulatory Delay
  - Contract expressly authorizes extensions for regulatory delays (§4.2.1)
  - 09/17/91: FPC agrees to a 37 day extension of commencement and commercial in-service date due to regulatory delays
- One-Time Change in Committed Capacity
  - Contract expressly authorizes the cogenerator to change its committed capacity (§7.2)
  - 06/27/94: Lake Cogen advises FPC that its committed capacity is changed to 110 MW
- Curtailment
  - Contract expressly
  - 10/14/94: FPC and Lake Cogen have a written agreement whereby Lake Cogen will reduce its output to 95 MW during all off-peak hours under normal operating conditions. This Curtailment Agreement shall apply through May 15, 2000, and may be extended beyond that time upon the mutual agreement of Lake Cogen and FPC.
- Routine Contract Administration and Performance
  - 03/19/93: Change of address for Lake Cogen, Limited

LAKE COGEN, LTD.
NCP LAKE POWER, INC., GENERAL PARTNER

c/o Energy Initiatives, Inc.
One Upper Pond Road
Parsippany, NJ 07054
(201)263-0950
Fax (201)-263-0977

October 14, 1994

Mr. Robert D. Dolan
Manager, Cogeneration Contracts
and Administration
Florida Power Corporation
Post Office Box 14042
3201 Thirty-Fourth Street South
St. Petersburg, Florida 33733

Re: Curtailment Agreement Between Lake Cogen Limited
and Florida Power Corporation

Dear Mr. Dolan:

This letter sets forth in writing the curtailment agreement that Lake Cogen and Florida Power Corporation (FPC) reached last year and pursuant to which Lake Cogen has been operating the Lake Cogen Project ("the Facility") at Umatilla, Florida since mid-August of 1993.

Lake Cogen, through its general partner NCP Lake Power, Incorporated, agrees to change the normal operating procedure for the Facility so that its output to FPC will be 95 MW during all off-peak hours under normal operating conditions. Thus, under normal operating conditions, Lake will reduce the output of the Facility to 95 MW in all off-peak hours of each day through the term of this Curtailment Agreement, unless otherwise requested to maintain a higher output level during such off-peak hours by FPC. This Curtailment Agreement shall apply through May 15, 2000, and may be extended beyond that time upon the mutual agreement of Lake Cogen and FPC.

In return for Lake Cogen's agreement to curtail its output as described above, FPC will agree to treat Lake Cogen as a cooperating Non-Utility Generator ("NUG") in the context of FPC's proposed Curtailment Plan, transmitted by letter from Linda D. Brousseau dated October 4, 1994, and FPC will include Lake Cogen as a Group A Non-Utility Generator under that Plan. Additionally, all curtailment hours shall be excluded from calculation of the Performance Adjustment Factor and the On-Peak Capacity Factor as applied to payments to Lake Cogen.

If the Florida Public Service Commission or any other court or agency of competent jurisdiction determines that this Curtailment Agreement is discriminatory as between cooperating and non-cooperating NUG's, or otherwise takes any action to invalidate or impair the terms of the agreement described herein, then this Curtailment Agreement shall be null, void, and of no force or effect, and Lake Cogen shall no longer be required to reduce its off-peak output to 95 MW in accord herewith.

Nothing herein shall be deemed to alter the parties' rights and obligations pursuant to Florida Public Service Commission Rules 25-17.080 through 25-17.091, Florida Administrative Code.

My signature below re-confirms Lake Cogen's commitment to this Curtailment Agreement, in accord with which we have been operating the Facility since August 1993. To re-confirm FPC's agreement, please have a responsible representative of FPC sign in the space provided below and return one copy to me.

Thank you very much. If you have any questions, please call me at the number shown above or our Florida regulatory counsel, Robert Scheffel Wright, at (904) 681-0311.

Very truly yours,

Bruce L. Levy
President

For NCP Lake Power, Incorporated:

Bruce L. Levy, President — Date: 10/14/94

For Florida Power Corporation:

Robert D. Dolan Manager, Cogeneration Contracts — Date: 10/14/1994

copies: James A. McGee, Equire
Linda D. Broussean

FLORIDA POWER CORP.
LEGAL DEPT.
APPROVED
Date 10/14/94
By JBH

AMENDED SUMMARY

PINELLAS COUNTY (02/21/89 Amended & Restated Negotiated Contract -- Pinellas Resource Recovery)

- One-Time Change in Committed Capacity
  - Contract expressly authorizes the cogenerator to change its committed capacity (§5.1.2)
  - 12/29/92: FPC agrees to a change in committed capacity from 60 to 55.75 MW
- Clarification
  - 10/02/90: Contract formally amended to clarify that, if commercial operation was not achieved by January 1, 1995, Pinellas would receive the avoided unit rate at the time it came on line
    - Pinellas County is currently on line and is expected to achieve commercial in-service status by January 1, 1995
  - 11/23/93: Contract formally amended (in §9.2(ii)) to specifically identify the parameters to be applied in determining whether Pinellas has demonstrated that it can deliver the committed capacity
    - These parameters are expressly contained in FPC's other cogeneration contracts, and can be useful in avoiding disputes regarding whether the ability to deliver has been demonstrated.
- Curtailment
  - 10/11/94: FPC and Pinellas County agree that during periods of low electric energy load County will reduce its electric output by approximately 20 MW for three calendar weeks each year during the months of October and November. In addition, the County will exercise all reasonable efforts to perform scheduled and unscheduled maintenance during FPC's low electric energy load periods.
    - The term of this Agreement is of the lesser of (i) five years or (ii) the period of the exigent circumstances applicable to FPC's low electrical energy load period.

Florida Power
CORPORATION

October 11, 1994

Pinellas County
Board of County Commissioners
315 Court Street
Clearwater, Fl. 34616

RE: Letter of Understanding, Pinellas County Resource Recovery Facility, Electric Energy Generation, Sales and Purchase Reductions per Florida Power Corporation Request

Dear Commissioners:

This letter will confirm and formalize the understanding between Pinellas County, Florida (the "County") and Florida Power Corporation ("FPC") concerning each party's commitments and responsibilities with respect to reducing (1) the sale and delivery obligation of the County of electric energy generated at the County's Resource Recovery Facility (the "Facility") to FPC and (2) the obligation of FPC to accept and purchase all electric energy from the County, all during low electric energy load periods on FPC's system and in accordance with this Letter.

1. The County owns and currently contracts with Wheelabrator Pinellas, Inc. for the operation and maintenance of the Facility.

2. The County and FPC entered into the Amended and Restated Electrical Power Purchase Agreement dated February 21, 1989 (the "Amendment") wherein, subject to the terms and conditions of the Agreement, the County agreed to sell and deliver electric energy generated by the Facility to FPC and FPC agreed to accept and purchase such electric energy for the term of the Agreement. Effective January 1, 1995 and through the term of the Agreement, the County agreed to make available and FPC agreed to purchase electric capacity pursuant to the terms and conditions of the Agreement.

3. Pursuant to your letter to Bob Van Deman, the then Director, Pinellas County Department of Solid Waste Management, dated July 18, 1994 and your subsequent letter to Michael Rudd, the present Acting Director, Pinellas County Department of

Solid Waste Management, dated September 23, 1994, FPC advised that it was concerned about the reliability and economics of its electric system during and following low load conditions. Accordingly, FPC requested that all qualifying facility suppliers and other non-utility generators of electric energy on its system, including the County, meet with FPC to discuss and commit to an orderly reduction and curtailment plan relative to electric energy generation and sales to FPC during such low electric energy load periods.

4. The following details the understanding between the parties as to how the County will assist FPC during periods of low electric energy load on its system and the consideration FPC will give to the County in return for such assistance.

a. The County shall reduce its electric energy sales and deliveries to FPC by approximately 20 megawatts for three calendar weeks each year consisting of seven 24 hour days each such week.

b. The three week reduction period referenced in "a" above shall be scheduled during the months of October and November. FPC shall have the right to designate the weeks during such months; provided, however, there shall be at least a two week interval between each week designated in October and November, provided further, that the County may by May 1 of each year give FPC notice that it is willing to wave a portion or all of said two week intervals. FPC shall give at least 90 days prior written notice to the County of each designated week, provided, however, that FPC may, in its discretion, change the designated week by redesignating the week immediately prior to or succeeding such designated week as the new designated week, except that FPC shall give the County 30 days prior written notice of such redesignation.

c. In addition to the three week period referenced in "a" and "b" above, the County shall exercise all reasonable efforts to perform scheduled and unscheduled maintenance during FPC's low electrical energy load periods. For purposes of this Letter, FPC's low electrical energy load periods shall be deemed to occur between the hours of 12:00 a.m. - 6:00 a.m. daily.

d. To the extent possible consistent with good operational standards applicable to the waste-to-energy industry, the County, during periods of low or declining solid waste fuel supplies, shall maximize electrical generation during FPC's on peak periods and minimize such generation during FPC's off-peak periods.

e. Subject to "f" below, FPC agrees to limit its electrical energy purchase curtailments to its low electrical energy load periods during the three week period referenced in "a" and "b" above.

f. To the extent FPC determines that additional reductions in FPC's electrical energy generation and/or purchases are necessary on its system during periods of low electrical energy loads, such further reductions shall be made in accordance with FPC's Minimum Load Emergency Curtailment Procedures contained in the FPC Curtailment Plan as filed with the Florida Public Service Commission ("FPSC"). For purposes of the Curtailment Plan, the County, by virtue of the execution of this Letter, will be placed in the least impacted group or category to which the County will qualify which, as of the date of this Letter, is as a Group A Non-Utility Generator. It is FPC's current intent that the County qualify for the least impacted group or category.

Nothing in this Letter shall (i) be deemed to alter the rights and obligations of the parties under FPSC Rule 25-17.086, as the same may be amended from time to time and (ii) be construed as limiting in any way the rights of the County to pursue and, if successful, secure its interests relative to FPC's Curtailment Plan before the FPSC and appropriate judicial forums.

g. The hours of any reduction in electrical energy purchases from the County shall not be counted in determining the capacity factor for any given month under the Agreement.

h. The term of this Letter shall be for the lesser of (i) five year years or (ii) the period of the exigent circumstances applicable to FPC's low electrical energy load period. To the extent that such exigent circumstances continue to exist after five years from the date of this Letter, the term of this Letter shall be automatically extended until the earlier to occur of (i) the conclusion or expiration of such exigent circumstances or (ii) the County's written notice to FPC terminating this Letter as of the date specified in such notice which date shall not precede the date of such notice.

5. This Letter shall serve to amend and clarify the rights and obligations of the County and FPC under the Agreement for the term of this Letter. The County's compliance with this Letter shall neither be construed or interpreted as default nor the occurrence and continuance of a force majeure under the Agreement.

In all other respects, the terms, conditions and obligations under the Agreement shall be binding on the parties. In the event of any conflict between the provisions of this Letter and the Agreement, this Letter shall govern.

f. To the extent FPC determines that additional reductions in FPC's electrical energy generation and/or purchases are necessary on its system during periods of low electrical energy loads, such further reductions shall be made in accordance with FPC's Minimum Load Emergency Curtailment Procedures contained in the FPC Curtailment Plan as filed with the Florida Public Service Commission ("FPSC"). For purposes of the Curtailment Plan, the County, by virtue of the execution of this Letter, will be placed in the least impacted group or category to which the County will qualify which, as of the date of this Letter, is as a Group A Non-Utility Generator. It is FPC's current intent that the County qualify for the least impacted group or category.

Nothing in this Letter shall (i) be deemed to alter the rights and obligations of the parties under FPSC Rule 25-17.086, as the same may be amended from time to time and (ii) be construed as limiting in any way the rights of the County to pursue and, if successful, secure its interests relative to FPC's Curtailment Plan before the FPSC and appropriate judicial forums.

g. The hours of any reduction in electrical energy purchases from the County shall not be counted in determining the capacity factor for any given month under the Agreement.

h. The term of this Letter shall be for the lesser of (i) five year years or (ii) the period of the exigent circumstances applicable to FPC's low electrical energy load period. To the extent that such exigent circumstances continue to exist after five years from the date of this Letter, the term of this Letter shall be automatically extended until the earlier to occur of (i) the conclusion or expiration of such exigent circumstances or (ii) the County's written notice to FPC terminating this Letter as of the date specified in such notice which date shall not precede the date of such notice.

5. This Letter shall serve to amend and clarify the rights and obligations of the County and FPC under the Agreement for the term of this Letter. The County's compliance with this Letter shall neither be construed or interpreted as default nor the occurrence and continuance of a force majeure under the Agreement.

In all other respects, the terms, conditions and obligations under the Agreement shall be binding on the parties. In the event of any conflict between the provisions of this Letter and the Agreement, this Letter shall govern.

Please indicate your acknowledgement and consent to this understanding by signing in the space provided below and returning the same to me.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed the day and year first above written.

ATTEST:

By: _____
Assistant Secretary
General Counsel

FLORIDA POWER CORP. LEGAL DEPT. APPROVED Date 10/11/94 By JBH

FLORIDA POWER CORPORATION

By: _____
Name: Joseph H. Richardson
Title: Senior Vice President

PINELLAS COUNTY, FLORIDA
By and Through its Board of County Commissioners.

By: _____
Chairman

ATTEST: KARLEEN F. DeBLAKER
Clerk

By: _____
Deputy Clerk

Approved as to form:

_____
County Attorney

AJH#3:Pinellas.k2

AMENDED SUMMARY

RIDGE GENERATING STATION LIMITED PARTNERSHIP (03/08/91 Negotiated contract)

- Assignment
  - Contract expressly authorizes FPC to consent to assignments of obligations, benefits & duties (Art. XXIII)
  - 07/27/94: FPC consents to the Assignment of the Contract from Ridge to WESI Capital, Inc.
- Regulatory Delay
  - Contract expressly authorizes extensions for regulatory delays (§4.2.1)
  - 09/11/91: FPC agrees to Ridge's request for a 37 day extension of commencement and commercial in-service date due to regulatory delays
- Force Majeure Delay
  - Contract expressly authorizes extensions for force majeure delays (§4.2.2)
  - 10/15/91: FPC agrees to a six month force majeure delay due to changes in the Comprehensive Land Use plan for Polk County
- Capacity Payments
  - 7/27/94: The parties agree that monthly capacity payments will be calculated using the accelerated capacity payment rate schedule and that levelized capacity payment of $19.75 per kw shall be substituted for the capacity payment rate schedule contained in column (3) of Appendix C, Schedule 4, page 1 of 3 of the Contract
- Corporate Guaranty
  - 7/27/94: FPC agrees to accept, in lieu of letters of credit, the Corporate Guaranty of Wheelabrator Technologies, Inc.

RIDGE GENERATING STATION LIMITED PARTNERSHIP cont.

- Clarification
  - •• 7/27/94: Contract formally amended to clarify that the second "Whereas" clause on page one of the Contract was not intended to be limiting and that Ridge's interconnection with the City of Lakeland is consistent with the Contract
  - •• 7/27/94: The parties agree that Section 6.1 of the Contract does not prevent, prohibit or limit the sale by Ridge of electric generating capacity to FPC or other purchasers and that Ridge is free to make such sales at its sole discretion
- Maintenance
  - •• Contract expressly authorizes the coordination of scheduled outages and maintenance (§5.1.5)
  - •• 7/27/94: The parties agree that on or before October 31 of each year, FPC shall notify Ridge of when the two week annual maintenance outage should occur during the next calendar year and Ridge agrees to perform its annual scheduled maintenance during the period specified by FPC unless otherwise mutually agreed by the parties
  - •• 7/27/94: The parties agree that, when a major overhaul or inspection is required, the annual scheduled maintenance outage may be as long as six weeks and must be scheduled in accordance with recommendations of the turbine-generator manufacturer and boiler manufacturer. Ridge agrees to notify FPC not less than ninety days prior to the commencement of such major overhaul or inspection
- Curtailment
  - •• 7/27/94: The parties agree that for a seven-year period, commencing on May 1, 1994, FPC shall have the right to curtail capacity and energy deliveries to FPC by up to 30% during the hours of 12:00 Midnight and 5:00 A.M., however, such curtailment periods may not in aggregate exceed 250 hours in any calendar year

- GENERATING STATION, L. P.

General Partners

DECKER ENERGY-RIDGE, INC. WHEELABRATOR POLK INC.

400 North New York Avenue, Suite
Winter Park, Florida 32
Tel 407-628-8
Fax 407-628-8

July 27, 1994

Mr. Robert D. Dolan, Manager
Cogeneration Contracts & Administration
Florida Power Corporation
3201 34th Street South
St. Petersburg, FL 33711

Re: Ridge Generating Station, L.P.

Dear Mr. Dolan:

This Letter will confirm and memorialize our understanding with respect to the clarification, interpretation and amelioration of certain terms and conditions of the March, 1991 Negotiated Contract For The Purchase of Firm Capacity and Energy From A Qualifying Facility Between Ridge Generating Station Limited Partnership and Florida Power Corporation (the "Contract" or the "Ridge Contract"). Specifically, Florida Power Corporation ("FPC") and Ridge Generating Station, Limited Partnership ("Ridge"), who may jointly be referred to hereinafter as the "Parties", for mutual considerations and intending to be legally bound hereby agree with respect to the Contract as follows:

1. Regarding the second "Whereas" clause on page one of the Contract, there is reference to the QF interconnecting with FPC or Tampa Electric Company. The parties agree that this clause was not intended to be limiting and that Ridge's interconnection with the City of Lakeland is acceptable to FPC and consistent with the Contract.

2. Regarding Section 6.1, the Parties agree that the Contract does not prevent, prohibit or limit the sale by Ridge of electric generating capacity in excess of the Committed Capacity to FPC or other purchasers and that Ridge is free to make such sales at its sole discretion. In the event of the sale of such excess capacity to FPC, this provision shall not be construed as modifying either Party's rights under FPSC rules 25-17.080 through 25-17.091.

3. Regarding Sections 8.3, 8.4, 9.1.3, and other relevant provisions of the Contract, the Parties agree that all scheduled maintenance outage periods as set forth in paragraph 4 hereof and all periods during which FPC curtails purchases from Ridge pursuant to paragraph 12 hereof, including one hour immediately preceding and two hours immediately following any such maintenance or curtailment periods, shall be excluded from the calculation of the On-Peak Capacity Factor and the Performance Adjustment.

4. Regarding Section 5.1.5 and other relevant provisions of the Contract, the Parties agree that on or before October 31 of each year, FPC shall notify Ridge of the two week annual maintenance outage period during the months of January, February, March, April, October, November or December of the next calendar year during which the scheduled maintenance outage should occur and Ridge agrees to perform its annual scheduled maintenance during the outage period specified by FPC unless otherwise mutually agreed by the Parties; provided, however, that FPC shall not schedule such annual maintenance outages less than ten months or more than fourteen months apart, and that FPC shall allow Ridge a two day inspection outage at least ninety days prior to the two week annual maintenance outage period for equipment inspection and repair evaluation. The Parties further agree that during those years when a major overhaul or inspection is required, the annual scheduled maintenance outage may be as long as six weeks and must be scheduled in accordance with recommendations of the turbine-generator manufacturer and boiler manufacturer. Ridge agrees to notify FPC not less than ninety days prior to commencement of such major overhaul or inspection and to use reasonable efforts to coordinate with FPC the scheduling of such outages during the months of March, April, October, November or December to the extent practicable.

5. Regarding Section 8.4 and Appendix C, Schedule 4, page 1 of 3 and other relevant provisions of the Contract, the Parties agree that monthly capacity payments to Ridge will be calculated using the accelerated capacity payment rate schedule appended hereto as Attachment 1, and that the levelized capacity payment of $19.75 per kw per month as contained in such schedule shall be substituted for the capacity payment rate schedule contained in column (3) of Appendix C, Schedule 4, page 1 of 3 to the Contract.

6. Regarding Section 8.5.2, the Parties agree as follows:

(a) With respect to the deductibility for Federal income tax purposes of the accelerated portion of capacity payments made to Ridge, FPC is of the opinion and will take the position that it is entitled to amortize the capacity payments (including the accelerated portion thereof) rateably over the term of the Contract. In the event the U.S. Internal Revenue Service (IRS) does not concur with FPC's position with respect to amortization of all or part of the accelerated portion of these capacity payments and determines that FPC's position is incorrect, FPC will, at its expense, use its best efforts to diligently contest the IRS's position by reasonably available means at the administrative level upon the written request of Ridge. In the event such administrative efforts should be unsuccessful, FPC will further pursue relief in the appropriate court of law, if requested by Ridge in writing; provided, however, Ridge must agree to pay all reasonable legal fees and court costs. Alternatively, if requested by Ridge in writing, FPC will pay the applicable tax including penalties and interest and bring an action in the appropriate court of law for the refund thereof; provided, however, Ridge must agree to pay all reasonable legal fees and court costs in connection therewith. Ridge shall have the right at any time following the issuance of the RAR (referred to in section 6(b) below) disallowing FPC's deduction for all or part of the accelerated portion of capacity payments to direct FPC to pay the applicable taxes together with interest and penalties thereon and to terminate any pending administrative or judicial proceedings in connection therewith.

(b) FPC has advised Ridge that the tax treatment described in section 6(a) above will be applied to all capacity payments made to Ridge pursuant to this Letter. Accordingly, FPC does not expect to incur any increased "income taxes" as referred to in Section 8.5.2 of the Contract provided that the IRS does not subsequently disallow the deduction of the accelerated portion of the capacity payments. In the event the IRS, in a Revenue Agent's Report (RAR), disallows FPC's deduction for all or a part of the accelerated portion of capacity payments made to Ridge, FPC may experience increased working capital requirements caused by the increased income tax liability resulting from the non-deductibility

of the accelerated portion of capacity payments with respect to the tax years subject to the RAR and/or subsequent years for which FPC has or will file tax returns. The amount of such increased income tax liability, if any, shall be credited quarterly to the Capacity Account pursuant to Section 8.5.2 of the Contract. Ridge at its sole option shall have the right to pay to FPC all or any part of the amounts so credited to the Capacity Account resulting from the increased income taxes. In the event Ridge does not elect to pay all of the amounts so credited to the Capacity Account, Ridge shall pay FPC quarterly the carrying costs of the accrued balance of the increased income taxes in the Capacity Account calculated at the rate of 0.79436% per month. Once a final non-appealable ruling or court decision is issued determining whether FPC can amortize the accelerated portion of the capacity payments ratably over the term of the Contract, and if as a result, capacity payments made by FPC to Ridge either increase or decrease FPC's income taxes as compared to those taxes payable had the tax treatment described in section 6(a) been allowed or if the payments made by Ridge to FPC with respect to the income taxes and interest as reflected in the Capacity Account require adjustment, the Capacity Account will be adjusted from time to time to reflect the allowed tax treatment through debits or credits to Ridge or FPC commensurate with the impact on FPC's working capital requirements, together with any applicable interest thereon in accordance with the Contract as appropriate. Ridge, however, shall not in any event be responsible for and the Capacity Account balance shall not be increased due to any penalties or interest charges which may be imposed on FPC by the IRS or courts for periods of time prior to issuance of the RAR. In the event that Ridge requests FPC to appeal the RAR, any penalties or interest imposed on FPC by the IRS for the period of time during which such appeal is pending shall at Ridge's sole option either be accrued in the Capacity Account or paid directly to FPC by Ridge.

7. Regarding Sections 8.5.4 and 13.2, FPC agrees to accept, in lieu of letters of credit or similar institutional instruments, the Corporate Guaranty of Wheelabrator Technologies, Inc., in the form of the Guaranty appended hereto as Attachment 2. FPC further agrees that to the extent Ridge has previously provided any letter(s) of credit to FPC prior to the date of this Letter, Ridge

may at its option terminate such letter(s) of credit upon substitution of a Corporate Guaranty. In the event of a default with regard to any obligations, representations, warranties or covenants under such Corporate Guaranty, Ridge shall upon reasonable notice from FPC provide (an) irrevocable, unconditional letter(s) of credit from a bank satisfactory and in a form suitable to FPC as a substitute for the Corporate Guaranty; provided, however, each such letter of credit shall be issued for a term of not less than one year.

8. Regarding Section 9.1.3 and Appendix C, Schedule 6, page 1 of 1 and other relevant Contract provisions, FPC agrees that a negative Performance Adjustment during off-peak hours as such hours are defined in Appendix C, Schedule 3, page 1 of 1 shall not be imposed on Ridge. Performance adjustments of a positive nature will continue to apply during off-peak hours.

9. Regarding Section 15.3.2 and other relevant Contract provisions, the Parties agree that Ridge will be in conformance with the requirements for re-demonstration of "...Commercial In-Service Status to the satisfaction of the Company" upon a demonstration of performance in accordance with the requirements of Section 1.11 of the Contract.

10. Regarding Section 8.3 and other relevant Contract provisions, the Parties agree that during the first six months of operation of the Ridge facility, commencing with the actual Commercial In-Service Date of May 1, 1994, capacity payments to Ridge shall be calculated using the monthly On-Peak Capacity Factor for each month in lieu of a rolling average capacity factor. Beginning on November 1, 1994, and for the remainder of the Contract term, capacity payments shall be calculated using the rolling average On-Peak Capacity Factor as defined in the Contract. In other words, the Parties agree that each of the first six months will stand alone with Ridge's capacity payments being calculated separately in each month using the On-Peak performance in that month. In the seventh month, the rolling average calculation will begin with the average of 1 month, 2 months, 3 months, etc., until the 12 month rolling average is established, and continuing thereafter in accordance with the current provisions of the Contract.

11. Regarding Article XXIII and other relevant provisions of the Contract, FPC consents to the assignment of the Contract from Ridge to WESI Capital, Inc., in the form of the Consent and Agreement appended hereto as Attachment 3.

12. Regarding Section 6.1 and other relevant provisions of the Contract, the Parties agree that for a seven-year period, commencing on May 1, 1994, FPC shall have the right to request that Ridge curtail capacity and energy deliveries to FPC by up to 30% during the hours of 12:00 Midnight and 5:00 A.M., local time, upon reasonable prior request during FPC's low load periods, and Ridge shall be obligated to comply with such request; provided, however, such curtailment periods may not in aggregate exceed 250 hours in any calendar year.

13. Regarding those provisions of the Contract not affected by this Letter, the Parties intend that such provisions shall remain in full force and effect. In addition, in the event of any conflict between the provisions of the Contract and the provisions of this Letter, the Parties intend that this Letter shall prevail.

14. Regarding the term of this Letter, Ridge and FPC agree that this Letter shall be effective for the period beginning on May 1, 1994 and ending simultaneous with the lawful termination or expiration of the Contract, unless earlier terminated upon the written mutual agreement of the Parties hereto.

(The remainder of this page has been intentionally left blank.)

We believe this accurately summarizes and represents the agreement between FPC and Ridge reached during the course of our negotiations. Please signify FPC's agreement with, acknowledgement and acceptance of the provisions of this Letter by having it executed below by the appropriate officer of FPC.

Sincerely,

RIDGE GENERATING STATION, L.P.

Witness as to Ridge

BY: _____

NAME: John D. Sanford

TITLE: Vice President
Wheelabrator Ridge Inc.
Managing General Partner

Agreed, Acknowledged and Accepted

FLORIDA POWER CORPORATION

Witness as to FPC

BY: _____

NAME: Philip C. Henry

TITLE: Senior Vice President

FLORIDA POWER CORP.
LEGAL DEPT.
APPROVED
Date 8/12/94
By

ATTACHMENT 1

Accelerated Capacity Payment Rate Schedule

Year	Capacity Payment** $/kw/mo
1994	$19.75
1995	$19.75
1996	$19.75
1997	$19.75
1998	$19.75
1999	$19.75
2000	$19.75
2001	$19.75
2002	$19.75
2003	$19.75
2004	$19.75
2005	$19.75
2006	$19.75
2007	$19.75
2008	$19.75
2009	$19.75
2010	$19.75
2011	$19.75
2012	$19.75
2013	$19.75
2014	$19.75
2015	$19.75
2016	$19.75
2017	$19.75
2018	$19.75
2019	$19.75
2020	$19.75
2021	$19.75
2022	$19.75
2023	$19.75
2024	$19.75

**NOTES:
- Assumes 5/1/94 commercial operation and 8/31/24 contract expiration.
- This amount shall be used as "the applicable capacity payment rate" for calculating capacity payments pursuant to Section 8.4 of the Contract.

ATTACHMENT 2

Form of Corporate Guaranty

GUARANTY

THIS GUARANTY, made by WHEELABRATOR TECHNOLOGIES INC., a Delaware corporation ("Guarantor") whose address is Liberty Lane, Hampton, NH 03842, in favor of FLORIDA POWER CORPORATION ("FPC") whose address is 3201 34th Street S., Cogeneration Contracts & Administrative B-3-L, St. Petersburg, Florida 33711 is dated and shall be effective as of the 8th day of August, 1994.

RECITALS

A. FPC and Ridge Generating Station Limited Partnership (the "QF") have entered into that certain Negotiated Contract for the Purchase of Firm Capacity and Energy From a Qualifying Facility (the "Agreement").

B. By Letter dated even date herewith, FPC and QF have clarified certain terms and conditions of the Agreement, including, but not limited to, Sections 8.5 and 13.2 thereof.

C. Section 8.5.4 of the Agreement provides that prior to receipt of Accelerated Capacity Payments, the QF shall execute a promise to repay any credit balance in the Capacity Account; provided that the entity issuing such promise, the form of the promise, the form of the promise, and the means of securing payment shall all be acceptable to FPC in its sole discretion.

D. This Guaranty shall constitute the promise to repay any credit balance in the Capacity Account as required by Section 8.5.4 of the Agreement.

E. Guarantor is the indirect parent of Wheelabrator Polk Inc., the managing general partner of QF.

NOW, THEREFORE, in consideration of the making of the Accelerated Capacity Payments by FPC to the QF, Guarantor agrees with FPC as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Defined Terms. Capitalized but undefined terms used herein shall have the meaning set forth in the Agreement.

3. Indebtedness and Obligations Guaranteed. Guarantor hereby fully, absolutely and unconditionally guarantees (a) the full and prompt payment of all principal, interest and other indebtedness and other amounts payable by the QF pursuant to Section 8.5 of the Agreement, (all of which, together with the expenses referred to in Section 8 hereof, is herein referred to as "Indebtedness") and (b) the performance of any and all obligations of the QF under Sections 8.5 and 13.2 of the Agreement("Obligations").

4. No Inquiry. FPC need not inquire into the power of the QF or Guarantor or the authority of the officers or agents acting or purporting to act in their behalf.

5. Alteration of Obligations. Upon such terms and at such times as it deems best and without notice to Guarantor, FPC may (a) alter, compromise, modify, accelerate, extend or change the time or manner for payment of the Indebtedness or the performance of any of the Obligations, (b) increase or reduce the rate of interest or amount of principal payable on the Indebtedness, (c) release or discharge the QF, as to all or any portion of the Indebtedness or the Obligations, (d) release, substitute or add any one or more guarantors or endorsers, accept additional or substituted security for payment of the Indebtedness or performance of any Obligation, or release or subordinate any security therefor, and (e) resort to the Guarantor for payment of all or any portion of the Indebtedness or for the performance of any Obligation, whether or not FPC shall have resorted to any property securing the Indebtedness or Obligations or shall have proceeded against the QF or any party

primarily or secondarily liable for the Indebtedness or Obligations. No exercise, delay in exercise or non-exercise by FPC of any right hereby given it, no dealing by FPC with the QF, Guarantor, endorser or other person, no change, impairment or suspension of any right or remedy of FPC, and no other act or thing which but for this provision could act as a release or exoneration of the liabilities of Guarantor hereunder, shall in any way affect, decrease, diminish or impair any of the obligations of Guarantor hereunder or give Guarantor or any other person or entity any recourse or defense against FPC.

6. Waiver. Guarantor hereby waives and agrees not to assert or take advantage of (a) any right to require FPC to proceed against or exhaust its recourse against the QF or any security or collateral held by FPC at any time or to pursue any other remedy in its power before being entitled to payment from Guarantor of the Indebtedness and to performance of any Obligation or before proceeding against Guarantor; (b) the defense of the statute of limitations in any action hereunder or for the collection of any Indebtedness or the performance of any Obligation; (c) any defense that may arise by reason of (i) the incapacity, lack of authority, death or disability of the QF or any other or others, (ii) the revocation or repudiation of the Agreement or other document by the QF or any other or others, (iii) the failure of FPC to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of QF or any other or others, (iv) the unenforceability in whole or in part of the Agreement, this Guaranty or any other instrument, document or agreement referred to herein, (v) FPC's election, in any proceeding instituted under the federal Bankruptcy Code, of the application of Section 1111(b)(2) of the federal Bankruptcy Code, or (vi) any borrowing or grant of a security interest under Section 364 of the federal Bankruptcy Code; (d) presentment, demand for payment, protest, notice of discharge, notice of acceptance of this Guaranty, and indulgences and notices of any other kind whatsoever; (e) any defense based upon an election of remedies by FPC which destroys or otherwise impairs the subrogation rights of Guarantor or the right

of Guarantor to proceed against the QF or any other party for reimbursement, or both; (f) any defense based upon any taking, modification or release of any collateral or guarantees for any indebtedness of the QF to FPC, or any failure to perfect any security interest in, or the taking of or failure to take any other action with respect to any collateral securing payment of the Indebtedness or performance of the Obligations; or (g) any rights or defenses based upon an offset by Guarantor against any obligation now or hereafter owed to Guarantor by the QF; it being the intention hereof that Guarantor shall remain liable as principal, to the extent set forth herein, until the full payment of the Indebtedness and full performance of all the Obligations notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of Guarantor.

7. Subordination

(a) Any indebtedness of the QF to Guarantor now or hereafter existing shall be, and such indebtedness hereby is, deferred, postponed and subordinated to the Indebtedness and the Obligations. Guarantor hereby waives all rights of subrogation to any collateral for the Indebtedness or the Obligations and all rights against the QF, whether under the Agreement or otherwise, until the Indebtedness shall have been fully paid. Nothing herein shall preclude any payment from the QF to Guarantor prior to an event of default under the Agreement.

(b) Any lien, charge or claim on or to the facility which is the subject of the Agreement, the personal property located thereon, any rights therein and thereto, or on the revenue and/or income to be realized therefrom, which Guarantor may have or obtain as security for any loans, advances or costs in connection with the construction and completion of the facility or otherwise shall be, and any such lien, claim or charge hereby is, subordinated to any lien which may be obtained by FPC for the payment of the

Indebtedness and performance of the Obligations.

8. Claims in Bankruptcy. Guarantor will file all claims against the QF in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law upon any indebtedness of the QF to Guarantor or claim against the QF by Guarantor and will assign to FPC all rights of Guarantor thereunder. If Guarantor does not file any such claim within a reasonable time after notice from FPC, FPC, as attorneys in-fact for Guarantor, is hereby authorized to do so in the name of Guarantor or, in FPC's discretion, to assign the claim and to cause proof of claim to be filed in the name of FPC's nominee. FPC or its nominee shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to take. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to FPC the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to FPC all of Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled; provided, however, that Guarantor's obligations hereunder shall not be satisfied except to the extant that FPC receives cash by reason of any such payment or distribution. If FPC receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty.

9. Condition of the QF. Guarantor is fully aware of the financial condition of the QF and is executing and delivering this Guaranty based solely upon Guarantor's own independent investigation of all matters pertinent hereto and is not relying in any manner upon any representation or statement of the QF. Guarantor represents and warrants that Guarantor is in a position to obtain, and Guarantor hereby assumes full responsibility for obtaining, any additional information concerning the QF's financial condition and any other matter pertinent hereto as Guarantor may desire, and Guarantor is

not relying upon or expecting FPC to furnish to Guarantor any information now or hereafter in FPC's possession concerning the same or any other matter. By executing this Guaranty, Guarantor knowingly accepts the full range of risks encompassed within a contract of this type, which risks Guarantor acknowledges. Guarantor shall have no right to require FPC to obtain or disclose any information with respect to the Indebtedness or the Obligations, the financial condition or character of the QF or the QF's ability to pay the Indebtedness or perform the Obligations, the existence of any collateral or security for any or all of the Indebtedness or the Obligations, the existence or non-existence of any other guaranties of all or any part of the Indebtedness or the Obligations, any action or non-action on the part of FPC, the QF or any other person, or any other matter, fact or occurrence whatsoever.

10. Expenses. Guarantor agrees that if a default or event of default occurs hereunder or under any of the Obligations of the QF under the Agreement, Guarantor will reimburse FPC for (and the Indebtedness shall be deemed to include) all costs and expenses (including without limitation, reasonable attorneys' fees) incurred by FPC, whether or not suit is instituted, in enforcing or exercising any rights, powers, privileges or remedies granted to FPC under this Guaranty, and/or against the QF under the Agreement, and for all costs and expenses of FPC incurred in connection with the administration and enforcement of this Guaranty, together, in each case, with interest thereon at the annual rate of 9.96% compounded monthly.

11. Remedies Cumulative. The amount and/or extent of liability of Guarantor, and all rights, powers and remedies of FPC hereunder relating to the Indebtedness or the Obligations and under any other agreement now or at any time hereafter in force between FPC and Guarantor relating to the Indebtedness or the Obligations or any other indebtedness or obligations of the QF to FPC shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to FPC by law.

12. Successive Actions or Exercise of Rights, Counterparts. In the event of any default hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not the QF is joined therein or, a separate action or actions are brought against the QF. FPC may maintain successive actions for other defaults. Its rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless the Indebtedness indefeasibly has been paid in full. This Guaranty may be executed in counterparts, and each such counterpart for all purposes shall be deemed an original and all such counterparts together shall constitute but one and the same agreement.

13. Separability. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall be effective.

14. Successors and Assigns. This Guaranty shall inure to the benefit of FPC, its successors and assigns, including the assignees of any Indebtedness or of the benefit of any Obligation, and shall bind the heirs, executors, administrators, successors and assigns of Guarantor. This Guaranty is assignable by FPC with respect to all or any portion of the Indebtedness or of the Obligations, and when so assigned, Guarantor shall be liable to the assignees under this Guaranty without in any manner affecting the liability of Guarantor hereunder with respect to any of the Indebtedness or Obligations retained by FPC. Each reference herein to powers or rights of FPC shall also be deemed a reference to the same power or right of such assignees, to the extent of the interest assigned to them.

15. Governing Law. This Agreement shall be construed and interpreted in accordance with, and shall be governed by, the laws of the State of Florida.

16. Bankruptcy. So long as any Indebtedness shall be owing to FPC, Guarantor shall not, without the prior consent of FPC, file or join with any other person in filing any bankruptcy, reorganization or insolvency proceedings of or against the QF. The obligations of Guarantor under this Agreement shall not be altered, limited or affected by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of the QF or by any defense which the QF may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceedings. Guarantor acknowledges and agrees that any interest on the Indebtedness which accrues after the commencement of any such proceeding (or, if interest on any portion of the Indebtedness ceases to accrue by operation of law by reason of the commencement of said proceeding, such interest as would have accrued on any such portion of the Indebtedness if said proceedings had not been commenced) shall be included in the Indebtedness, since it is the intention of the parties that the amount of the Indebtedness which is guaranteed by Guarantor pursuant to this Guaranty should be determined without regard to any rule of law or order which may relieve the QF of any portion of such Indebtedness. Guarantor will permit any trustee in bankruptcy, receiver, debtor in possession, assignee for the benefit of creditors or similar person to pay FPC, or allow the claim of FPC in respect of, any such interest accruing after the date on which such proceeding is commenced. In the event that all or any portion of the Indebtedness or the Obligations is paid or performed by the QF, the obligations of Guarantor hereunder shall continue and remain in full force and effect in the event that all or any part of such payment(s) or performance(s) is avoided or recovered directly or indirectly from FPC as a preference, fraudulent transfer or otherwise in such proceeding.

17. Representation and Warranties. The Guarantor hereby makes the following representations and warranties as the basis for the benefits and obligations contained in this Guaranty.

(a) it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in each jurisdiction where its operations would require such qualification.

(b) it is not prohibited by any law or contract from entering into this Guaranty and discharging and performing all covenants and obligations on its part to be performed pursuant to this Guaranty.

(c) the execution of this Guaranty, and the performance of all covenants and obligations hereunder constitute the lawful act of the Guarantor, duly authorized by all necessary corporation action and this Guaranty is enforceable against the Guarantor in accordance with its terms except as some may be limited by bankruptcy, insolvency or other laws affecting creditor's rights generally.

(d) there is no pending or threatened action or proceeding affecting the Guarantor before any court, governmental agency or arbitrator that could reasonably be expected to affect materially and adversely the ability of the Guarantor to perform its obligations hereunder, or which purports to affect the legality, validity or enforceability of this Guaranty.

18. Covenants. Guarantor covenants that at all times while this Guaranty is outstanding, it shall maintain a credit rating of not less than BBB - (as determined by Standard & Poor's) or Baa (as determined by Moody's). Such credit rating may be an "implied rating" - that is, it reflects the assessment of the rating as to what the Guarantor's credit quality would be on senior debt if such debt were outstanding. In the event Guarantor does not maintain such rating, it shall, within thirty days of such failure to maintain such rating, deliver to FPC or cause QF to deliver to FPC, an irrevocable letter of credit from a bank reasonably satisfactory to and in a form reasonably suitable to FPC as a substitute for the Guaranty, such letter of credit to be in a face amount of not less than the then amount of the Capacity Account under Section 8.5.4 of the Agreement and the Operational Security Guaranty under Section 13.2 of the

Agreement. Following the delivery of such letter of credit to FPC, this Guaranty shall terminate and be of no further force and effect. Upon delivery of this Guaranty, FPC shall return any letters of credit securing obligations with respect to the Capacity Account or the Operational Security Guaranty to QF.

19. Miscellaneous.

(a) Except as provided in any written agreement now or at any time hereafter in force between FPC and Guarantor, the agreements and/or instruments referred to herein and this Guaranty shall constitute the entire agreement of Guarantor with FPC with respect to the Indebtedness and Obligations, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon FPC unless expressed herein or therein.

(b) No provision of this Guaranty or right of FPC hereunder can be waived nor can Guarantor be released or exonerated from its obligations hereunder except by a writing duly executed by two authorized officers of FPC. No such waiver shall be applicable except in the specific instance for which given. The captions of this Guaranty are inserted for convenience only and shall have no effect upon the construction or interpretation hereof.

(c) All notices or other communications required or permitted to be given pursuant to the provisions of this Guaranty shall be in writing and shall be considered as properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested to the address set forth on the first page hereof, or by delivering same in person to the intended addressee, or by prepaid telegram, telex or telecopy. Notice so mailed shall be effective upon its deposit. Notice given in any other manner shall be effective only if and when received by the addressee. Provided, however, that either party shall have the right to

change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

20. Application of Payment. If an event of default under the Agreement shall occur and be continuing while there are due and payable to FPC from the QF sums which are secured by this Guaranty and sums which are not secured by this Guaranty, and FPC receives payments which are not adequate to pay all of said sums, payments from Guarantor shall be applied to sums secured hereby, but all other payments, whether voluntary or involuntary, shall, for purposes of applying this Guaranty, be deemed to be first applied to sums not secured hereby.

Executed as of this 8th day of August, 1994.

WHEELABRATOR TECHNOLOGIES INC.

By: John D Saylord

Title: Vice President and Chief Financial Officer

By: Attest: John M. Kehoe Jr.

Title: President

[Corporate Seal]

ATTACHMENT 3

Form of Consent and Agreement

CONSENT AND AGREEMENT

This Consent and Agreement (the "Consent"), dated as of November 10, 1992, by and among WESI Capital Inc., a Delaware Corporation, (together with its successors and assigns, the "Lender"), Ridge Generating Station Limited Partnership, a Florida limited partnership (together with its successors and assigns, the "Borrower"), and Florida Power Corporation, a private utility corporation organized under the laws of the State of Florida (together with its successors and assigns, the "Contracting Party").

WITNESSETH:

WHEREAS, the Contracting Part and the Borrower are parties to those agreements and letters defined in Schedule 1 attached hereto and made a part hereof (collectively the "Agreement");

WHEREAS, in order to finance the development, acquisition, construction, equipping and start-up of the Project and certain related expenditures, the Borrower has entered into various agreements with the Lender;

WHEREAS, the Borrower and the Lender entered into a Security Agreement dated as of November 10, 1992 (as amended, modified or supplemented from time to time, the "Security Agreement"), pursuant to which the Borrower is pledging, assigning and transferring to the Lender for its benefit and granting to the Lender a lien on, among other things, all of the Borrower's right, title and interest in and to the Agreement; and

WHEREAS, the Contracting Party is agreeable to consenting to such assignment of and lien on the Borrower's right, title and interest in the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Collateral Assignment and Duties of the Borrower. (a) The Contracting Party acknowledges and consents to the collateral pledge and assignment by the Borrower to, and the creation by the Borrower of a lien in favor of, the Lender pursuant to the Security Agreement, of all of the right, title and interest of the Borrower in, to and under (but, except as otherwise expressly provided below, not its obligations, liabilities or duties with respect to) the Agreement, as security for the payment and performance of all or any part of the Obligations (as defined in the Security Agreement).

(b) The Borrower hereby agrees that it shall remain liable to the Contracting party for each and every duty, liability and obligation of the Borrower under the Agreement.

Section 3. Representations and Warranties. The Contracting Party represents and warrants as follows:

(a) Corporate Power and Authority. Each of this Consent and the Agreement has been duly authorized, executed and delivered by the Contracting Party, is in full force and effect and is a legal, valid and binding obligation of the Contracting Party enforceable against the Contracting Party in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally.

(b) Corporate Status. The Contracting Party is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business in the State of Florida, the only jurisdiction in which the performance of its obligations under the Agreement makes such qualification necessary. The Contracting Party has the corporate power and authority to carry on its business as currently being conducted and to execute and deliver, and to perform its obligations under, this Consent and the Agreement.

(c) No Default. To the best knowledge of the Contracting Party, the Borrower is not in default under any material covenant or obligation under the Agreement, and no such default has occurred prior to the date hereof. The Contracting Party has duly performed and complied with all covenants, agreements and conditions contained in the Agreement, and, to the best knowledge of the Contracting Party, none of the Borrower's rights under the Agreement has been waived.

(d) To the best of Contracting Party's knowledge, except as hereinafter set forth no filings and similar authorizations and/or exemptions by or from any governmental authority required to be obtained by the Contracting Party after the date hereof in order for the Contracting Party to execute, deliver and perform its obligations under this Consent and the Agreement are those required in connection with the Interconnection Facilities (as defined in the Agreement). Contracting Party has filed a Petition for Approval to the Extent Required, Certain Actions Relating to Approved Cogeneration Contracts with the Florida Public Service Commission (Docket No. 940771 EQ). Contracting Party believes that, either through amendment to the above-referenced petition or through a separate petition, similar review may be necessary for this Consent and the letter between Contracting Party and Borrower dated July 27, 1994.

(e) No Violation. The execution, delivery and performance of this Consent and the Agreement by the Contracting Party will not result in any violation of any applicable law, rule, statute or regulation to which the Contracting Party is subject, which violation individually or in the aggregate could have a material adverse effect on the ability of the Contracting Party to perform its obligations under this Consent or the Agreement.

Section 4. Lender Cure Rights. (a) The Contracting Party agrees that it will not suspend or terminate the performance of its obligations under any of the Contracting Party Documents without first giving the Lender notice. Notice of any such suspension or termination shall be given by the Contracting Party at least five Business Days prior to the proposed date of suspension or termination. For the purposes of this Consent, "Business Day" means Monday through and including Friday other than any such day on which banking institutions in New York or Florida are authorized or required to close.

(b) The parties acknowledge that Sections 15.1 and 15.3 of both the Agreement (the "Purchased Power Contract"), specify pre-operational events of default and operational events of default upon the occurrence of which the Contracting Party is authorized to exercise remedies as set forth in Sections 15.2 and 15.4 respectively of such contract. The parties acknowledge that the Lender shall be authorized to effect any and all cure rights belonging to the Borrower under such sections as provided herein. Provided, however, that nothing in this Consent shall be deemed as extending the period of time required before the Contracting Party may exercise its remedies under Sections 15.2 and 15.4 of the Purchased Power Contracts except as expressly set forth herein. Sections 15.4.1 of the Purchased Power Contract grants to Borrower the reasonable opportunity to cure certain operational events of default. The parties hereby agree that, upon Borrower's receipt of notice from the Contracting Party any operational event of default for which Borrower is entitled a reasonable opportunity to cure pursuant to said Section 15.4.1, Borrower and the Contracting Party shall agree on an amount of time which shall constitute a reasonable opportunity to cure the subject event of default (the "Reasonable Period"). If, thirty days after receipt of such notice by the Borrower, the parties have not agreed as to a Reasonable Period for such event of default, either the Contracting Party or the Borrower may petition the Florida Public Service Commission ("FPSC") for a determination of the Reasonable Period for such event of default and the FPSC's determination of such Reasonable Period shall be conclusive and binding to all parties hereto.

(c) Following receipt of notice of termination pursuant to Section 4(a) for any pre-operational event of default under Section 15.1 of the Purchased Power Contract, the Lender shall have the right for an additional period of time not to exceed Fifteen Business Days from receipt of notice of termination to cure Borrower's pre-operational event of default. Further, following receipt of notice of termination pursuant to Section 4(a) for any operational events of defaults for which a Reasonable Period is applicable under Sections 15.4.1 of the Purchased Power Contract, the Lender shall have the right to cure Borrower's operational event of default for an additional period of time not to exceed the greater of (i) 120 days from the date of the Borrower's and the Lender's receipt of notice of such operational event of default or (ii) 45 days

beyond the expiration of the Reasonable Period. In any event, to the extent the Lender's right to cure Borrower's operational event of default hereunder extends beyond the Borrower's right to cure, such additional cure time may be obtained by the Lender in bi-weekly increments upon at least two Business Days' advance written notice to the Contracting Party by the Lender prior to the date of termination identified in the termination notice (or prior to the end of the then current additional bi-weekly cure period as the case may be). If the Lender elects to acquire such additional bi-weekly cure period, the Lender shall be obligated to pay the Contracting Party's Cost of Cover (to the extent that alternate supplies of power are available during such period) or the Contracting Party's Lost Profits from the Contracting Party's inability to resell the power required to be supplied under the Purchased Power Contract (to the extent that replacement power is unavailable for any reason). "Cost of Cover" shall mean the difference between (A) the Contracting Party's real time replacement cost for equivalent amounts of power (the sum of all capacity, energy, transmission, scheduling, accounting and billing charges) incurred by the Contracting Party by either generating or purchasing power to replace the power that would have been supplied under the Purchased Power Contract and (B) the amount that would have been required to be paid by the Contracting Party for the equivalent amount of energy and capacity (including transmission, scheduling, accounting and billing charges) under the Purchased Power Contract without regard to the Borrower's default. "Lost Profits" shall mean the lost non-fuel revenues associated with the Contracting Party's unserved firm load that would have been served had the Project been operating in accordance with the terms and provisions of the Purchased Power Contract. In either event, Cost of Cover or Lost Profits shall be based on then prevailing prices for comparable power acquired consistent with prudent utility practices and shall include the reasonable administrative and general expenses incurred in providing such additional cure periods (provided, that such expenses shall be documented in reasonable detail). The Lender shall pay the Contracting Party bi-weekly in advance of the Contracting Party's reasonable good faith estimate of the amount that will be owing by the Lender in respect of such period of cure time pursuant to the foregoing provisions; at the end of such cure period, the Contracting Party shall notify the Lender if additional amounts are due (giving the Contracting Party's calculation of such amounts in reasonable detail) and the Lender shall promptly pay such amounts or the Contracting Party shall rebate or credit against additional cure periods (if elected by the Lender) any excess amount previously paid. The Lender shall have the right but not the obligation to cure a default by the Borrower as provided herein.

Section 5. Notice. (a) The Contracting Party will deliver to the Lender in a timely fashion copies of all material notices it delivers to the Borrower under the Agreement (including all notices of the occurrence of any default under the Agreement (and, in the case of monetary defaults, the amount of such default) but excluding day-to-day operational notices that are delivered to the Borrower in the ordinary course). The costs associated with the delivery of all such notices shall be paid by the Borrower.

(b) Notices to the Lender hereunder may be given by hand delivery, by means of an independent commercial overnight courier, by tested or otherwise authenticated telex, telecopy or facsimile or by registered or certified mail, postage prepaid, return receipt requested. Notice to any party hereto shall be deemed to be delivered on the earlier of (a) the date of

personal delivery or (b) if deposited in a United States Postal Service depository, postage prepared, registered or certified mail, return receipt requested, or deposited with an independent commercial overnight courier in each case addressed to such party at the address indicated below (or at such other address as such party may have theretofore specified by written notice delivered in accordance herewith), upon delivery or refusal to accept delivery, in each case as evidenced by the return receipt. Notices hereunder shall be delivered to the following entities at the follower addresses:

The Lender:	WESI Capital Inc. Liberty Lane Hampton, NH 03042 Attn: General Counsel
The Borrower:	Ridge Generating Station Limited Partnership 400 North New York Avenue, Suite 101 Winter Park, FL 32790
with a copy to:	Wheelabrator Polk Inc. Liberty Lane Hampton, New Hampshire 03842 Attn: General Counsel
The Contracting Party:	Florida Power Corporation P. O. Box 14042 St. Petersburg, FL 33733 Attn: Manager, Cogeneration Contracts and Administration

Section 6. Obligations. (a) Except as expressly provided below, the Lender, shall not have any obligation to the Contracting Party for the performance of any obligations under the Agreement; provided, however, that if any of such parties shall elect to assume the obligations of the Borrower under the Agreement, Lender must first provide written notice thereof to the Contracting Party, and must comply in all respects with paragraph (b) below. If the Lender or its designee shall assume the Agreement, liability in respect of any and all obligations thereunder shall be limited solely to such party's interest in the Facility following the assumption of liability under the Agreement (and no officer, director, employee, partner, shareholder or agent thereof shall have any liability with respect thereto). The Contracting Party agrees that it will accept performance by the Lender or its successor or assigns or designees of the obligations of the Borrower under and in accordance with the Agreement. After the Lender shall give the Contracting Party notice that an Event of Default exists, the Contracting Party agrees that the Lender shall have the right to enforce directly against the Contracting Party all obligations of the Contracting Party under the Agreement and otherwise to exercise all rights and remedies of the Borrower thereunder.

(b) If, after the exercise of its remedies under the Security Agreement, the Lender or the Agent intends to take ongoing advantage of the Agreement and to operate the Facility (as defined in the Agreement), then the Lender or the Agent shall provide the Contracting Party with written notice thereof prior to undertaking such operation. In such event, each of the Lender and the Agent agrees that in the event that the Lender operates the Facility (as defined in the Agreement) directly, or indirectly through an agent or through a subsidiary, affiliate, or other entity in the Lender holds an ownership interest (provided, that the foregoing shall not include operation by a court appointed receiver or similar person during the pendency of foreclosure or similar proceedings), the Lender (or such subsidiary, affiliate or other entity, as aforesaid) shall (subject to the second sentence of Section 6(a) above) assume each and every duty and obligation of the Borrower arising out of or in connection with the Agreement, including, but not limited to, each and every such duty and obligation arising prior to the date of such assumption, and shall also at such time exercise and enjoy whatever right, title and interest in and to the Agreement as was assigned to it.

(c) The parties acknowledge and agree that operation of the Facility (as defined in the Agreement) must at all times be in the hands of a competent operator. In the event of a foreclosure or similar proceeding, including the appointment of a receiver, the Lender agrees to seek the appointment by the court of such a competent operator.

Section 7. Payments to Lenders. (a) The Contracting Party acknowledges that it has been informed that upon the occurrence of an Event of Default (as defined in the Security Agreement) under the terms of the Security Agreement that the Lender shall have the right to collect and receive all of the amounts due to Borrower under the terms of the Agreement by reason of Borrower's ownership or operation of the Collateral (as defined in the Security Agreement). The Contracting Party hereby agrees, that upon written notice from the Lender stating that Lender is exercising such rights under the Security Agreement, that the Contracting Party shall make all payments required to be made by it to the Borrower pursuant to the terms of the Agreement to the Lender by wire transfer based upon written wire instructions provided to the Contracted Party by the Lender. All parties hereto agree that the payments made by the Contracting Party to the Lender pursuant to the foregoing sentence shall satisfy the Contracting Party's payment obligations to the Borrower under the Agreement with respect to those payments.

(b) To the extent provided by law or under the terms of the Agreement, each of the parties hereto agrees that the Contracting Party shall have the right to set off or deduct from payments due to the Borrower each and every amount due the Contracting Party arising out of or in connection with the Agreement to the extent such right is provided in the Agreement.

Section 8. Restriction on Further Assignment. The Lender hereby agrees that it will not assign its rights, title or interest in and to the Agreement without the prior written consent of the Contracting Party, which consent shall not be unreasonably withheld; provided, that the Lender shall be entitled to assign the Agreement to a successor collateral agent under

the Loan Documents or to co-collateral agents appointed to satisfy the requirements of law; provided, however, that in each such case, such a successor Lender shall be Wheelabrator Technologies Inc. or a bank or trust company organized under the laws of the United States or any political subdivision thereof having a combined capital and surplus of at least $100,000,000.00 and willing, and legally qualified, to perform the duties of the Lender upon reasonable and customary terms. In the event of any such transfer reasonably consented to by the Contracting Party, the Contracting Party agrees to negotiate in good faith a consent to assignment of the Agreement by such transferee to its financing parties (which consent may be substantially in the form of this Consent).

Section 9. Amendments to Agreement. (a) Until the date on which the Lender notifies the Contracting Party in writing that the security interests created by the Security Agreement have been terminated and released, the Contracting Party will not, without the prior written consent of the Lender, agree to any amendment, modification or termination of the Agreement; provided, that the Lender's consent for the Contracting Party to enter into any such amendment, modification or termination shall be deemed given if the Lender has not given notice to the Contracting Party of objection to such action within five (5) Business Days after receipt of notice from the Contracting Party of such proposed action (provided that such notice from the Contracting Party states that the Lender's consent will be deemed given if such notice of objection has not been given within such period).

(b) This Consent and Agreement is neither a modification of nor an amendment to the Agreement.

Section 10. Non-Party. The Contracting Party is not a party to, has no obligation under, and has no knowledge of the existence or content of any of the documents referenced herein other than those which it has signed.

Section 11. Counterparts. This Consent may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.

Section 12. Complete Agreement. This Consent contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings among the parties hereto relating to the subject matter hereof.

Section 13. No Waiver. No term, covenant or condition hereof shall be deemed waived, and no breach excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have so waived or excused, and any such waiver shall be effective only with respect to the specific term, covenant or condition so waived, and shall not constitute a continuing waiver of the same.

Section 14. Governing Law. The Consent shall be governed by and be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Consent and Agreement as of the date and year set forth above.

Florida Power Corporation

By: Philip C. Henry

Title: Philip C. Henry

Date: August 23, 1994

FLORIDA LEGAL DEPT APPROVED Date 8/22/94 By

WESI Capital Inc.

By: John D. Stanford

Title: Vice President

Date: August 8, 1994

Ridge Generating Station Limited Partnership

By: John D. Stanford

Title: Vice President, Wheelabrator Polk, Inc. Managing General Pa

Date: August 8, 1994