FILED JUL 22, 2014 DOCUMENT NO. 03891-14 FPSC - COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Determination)	
of Need for Citrus County Combined)	DOCKET NO. 140110-EI
Cycle Power Plant)	Submitted for filing: July 22, 2014
	1	

DUKE ENERGY FLORIDA, INC.'S FOURTH REQUEST FOR CONFIDENTIAL CLASSIFICATION REGARDING PORTIONS OF RESPONSES TO CITIZENS' FIRST SET OF INTERROGATORIES AND FIRST REQUEST FOR PRODUCTION

Duke Energy Florida, Inc. ("DEF" or the "Company"), pursuant to Section 366.093, Florida Statutes, and Rule 25-22.006(3), Florida Administrative Code ("F.A.C."), files this Request for Confidential Classification Regarding Portions of Duke Energy Florida, Inc.'s responses to Citizens' First Set of Interrogatories (Nos. 1-12) and Duke Energy Florida, Inc.'s responses to Citizens' First Request for Production of Documents (No. 1-10). Specifically, DEF is seeking confidential classification of its response to Interrogatory Nos. 5, 6, 11 and 12 and documents responsive to Citizens' First Request for Production of Documents Nos. 4a, 4c, 5, 6, and 10. An unredacted version of the information and documents discussed above are being filed under seal with the Commission as Appendix A on a confidential basis to keep the competitive business information in those documents confidential.

With respect to the confidential information contained in the responses to Citizens' discovery requests, DEF filed its Notice of Intent to Request Confidential Classification on July 1, 2014 (Document No. 03425-14). Pursuant to Rule 25-22.006(3), Florida Administrative Code, this request is timely. DEF hereby submits the following in support of its confidentiality

COM ____ request.

AFD ___ |

APA ___
ECO ___ |

ENG __ 3 + E B |

GCL __ |

IDM ___
TEL

35947564.1

COMMISSION CLERK

RECEIVED-FPSC

BASIS FOR CONFIDENTIAL CLASSIFICATION

Section 366.093(1), Florida Statutes, provides that "any records received by the Commission which are shown and found by the Commission to be proprietary confidential business information shall be kept confidential and shall be exempt from [the Public Records Act]." § 366.093(1), Fla. Stat. Proprietary confidential business information means information that is (i) intended to be and is treated as private confidential information by the Company, (ii) because disclosure of the information would cause harm, (iii) either to the Company's ratepayers or the Company's business operation, and (iv) the information has not been voluntarily disclosed to the public. § 366.093(3), Fla. Stat. Specifically, "information concerning bids or other contractual data, the disclosure of which would impair the efforts of the public utility or its affiliates to contract for goods or services on favorable terms" is defined as proprietary confidential business information. § 366.093(3)(d), Fla. Stat. Additionally, subsection 366.093(3)(e) defines "information relating to competitive interests, the disclosure of which would impair the competitive business of the provider of the information," as proprietary confidential business information.

DEF is requesting confidential classification of the responsive information to Citizens' First Set of Interrogatories to Duke Energy Florida, Inc. Nos. (1-12) and Citizens' First Request for Production of Documents (Nos. 1-10), specifically as noted above and in the supporting affidavits of Borsch ¶ 4 and Patton ¶ 4, because the responses contain proprietary and confidential competitive business information, internal workpapers, information reports, including information concerning contractual data and competitively sensitive commercial information and bidder data, the disclosure of which would adversely impact DEF's competitive business interests. And, in many cases, the information constitutes trade secrets of the Company and its contract partners. Affidavit of Borsch, ¶ 5. The Company must be able to assure these

vendors that sensitive business information will be kept confidential. Indeed, most of the contracts at issue contain confidentiality provisions that prohibit the disclosure of the terms of the contract to third parties. <u>Id</u>. If third parties were made aware of confidential contractual terms and conditions that the Company has with other parties, they may offer DEF less competitive contractual terms and conditions in any future contractual negotiations. Without DEF's measures to maintain the confidentiality of sensitive terms in contracts between DEF and these contractors, the Company's efforts to obtain competitive contracts would be undermined. Affidavit of Borsch, ¶ 6, Patton ¶ 6.

Confidentiality Procedures

Strict procedures are established and followed to maintain the confidentiality of the terms of all of the confidential documents and information at issue, including restricting access to those persons who need the information and documents to assist the Company. See Affidavit of Borsch, ¶ 7, Patton ¶ 7.

At no time has the Company publicly disclosed the confidential information or documents at issue; DEF has treated and continues to treat the information and documents at issue as confidential. See Affidavit of Borsch, ¶ 8, Patton ¶ 8. DEF requests this information be granted confidential treatment by the Commission.

Conclusion

The competitive, confidential information at issue in this Request fits the statutory definition of proprietary confidential business information under Section 366.093, Florida Statutes, and Rule 25-22.006, F.A.C., and therefore that information should be afforded confidential classification. In support of this motion, DEF has enclosed the following:

(1) A separate, sealed envelope containing one copy of the confidential Appendix A to DEF's Fourth Request for Confidential Classification which DEF intends to request confidential

classification with the appropriate section, pages, or lines containing the confidential information highlighted. This information should be accorded confidential treatment pending a decision on DEF's Request by the Commission;

- (2) Two copies of the documents with the information for which DEF intends to request confidential classification redacted by section, pages, or lines where appropriate as Appendix B; and,
- (3) A justification matrix of the confidential information contained in Appendix A supporting DEF's Request, as Appendix C.

WHEREFORE, DEF respectfully requests that the redacted portions of DEF's response to Citizens' First Set of Interrogatories (Nos. 1-12) and First Request for Production of Documents (Nos. 1-10) be classified as confidential for the reasons set forth above.

Respectfully submitted this 22nd of July, 2014.

John T. Burnett
Deputy General Counsel
Dianne M. Triplett
Associate General Counsel
DUKE ENERGY FLORIDA, INC.
Post Office Box 14042

St. Petersburg, FL 33733-4042 Telephone: (727) 820-5587

Facsimile: (727) 820-5519

/s/ Blaise N. Gamba

James Michael Walls Florida Bar No. 0706242

Blaise N. Gamba

Florida Bar No. 0027942

CARLTON FIELDS JORDEN BURT, P.A.

Post Office Box 3239

Tampa, FL 33601-3239

Telephone:

(813) 223-7000

Facsimile:

(813) 229-4133

CERTIFICATE OF SERVICE

I HEREBY CERTIFY a true and correct copy of the foregoing has been furnished to counsel and parties of record as indicated below via electronic mail and overnight mail this 22nd day of July, 2014.

/s/ Blaise N. Gamba
Attorney

Michael Lawson

Florida Public Service Commission Staff

2540 Shumard Oak Boulevard

Tallahassee, FL 32399-0850

Phone: (850) 413-6199 Facsimile: (850) 413-6184

Email: mlawson@psc.state.fl.us

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Deputy Public Counsel
Erik Sayler
Associate Public Counsel
Office of Public Counsel
c/o The Florida Legislature
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Tallahassee, FL 32399-1400

Phone: (850) 488-9330

Email: rehwinkel.charles@leg.state.fl.us

Sayler.erik@leg.state.fl.us

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Tallahassee, FL 32301

Phone: (850) 681-3828 Fax: (850) 681-8788

Email: jmoyle@moylelaw.com

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8th FL West Tower

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Tallahassee, FL 32301

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Phone: (850) 681-6788

Washington, DC 20007-5201

Phone: (202) 342-0800 Fax: (202) 342-0807

Email: jbrew@bbrslaw.com

ataylor@bbrslaw.com

119 South Monroe Street, Ste. 202

Email: marsha@rutledge-ecenia.com

Robert Scheffel Wright John T. LaVia, III

Gardner Law Firm

1300 Thomaswood Drive

Tallahassee, FL 32308

Phone: (850) 385-0070

Email: Schef@gbwlegal.com

Jlavia@gbwlegal.com

Richard A. Zambo

Richard A. Zambo, P.A. 2336 S.E. Ocean Boulevard, #309

Stuart, FL 34966

Phone: (772) 225-5400

Email: richzambo@aol.com

Gordon D. Polozola NRG Energy, Inc. 112 Telly Street

New Roads, LA 70760 Phone: (225) 618-4084

Email: Gordon.Polozola@nrgenergy.com

Linda Loomis Shelley
Buchanan Ingersoll & Rooney /
Fowler White Boggs PA
101 North Monroe Street, Ste. 1090
Tallahassee, FL 32301

Phone: (850) 681-4260

Email: linda.shelley@bipc.com

Amy Fisher
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GE Energy Financial Services, Inc.
800 Long Ridge Road
Stamford, CT 062927
Email: amy.fisher@ge.com

Alan Seltzer
John Povilaitis
Buchanan Ingersoll & Rooney /
Fowler White Boggs PA
409 North Second Street, Ste. 500
Harrisburg, PA 17101-1357
Phone: (717) 237-4825/(717) 237-4825

Email: Alan.seltzer@bipc.com

John.povilaitis@bipc.com

Exhibit B

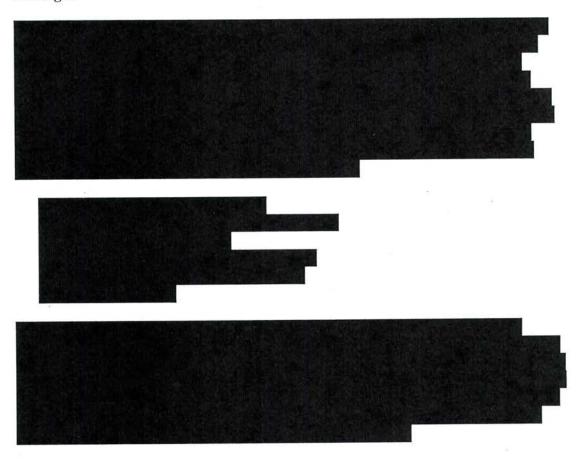
With respect to paragraph 25 on page 13 of the Company's PDN, please provide a detailed description of the Strategist model including, but not limited to, the under lying algorithms employed by the Strategist model.

REDACTED

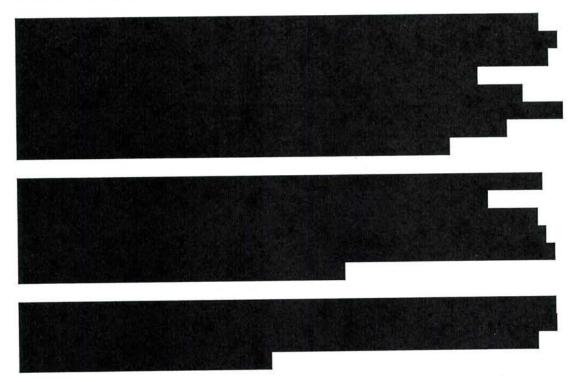
RESPONSE:

The following information is proprietary and confidential information of Ventyx, Inc.

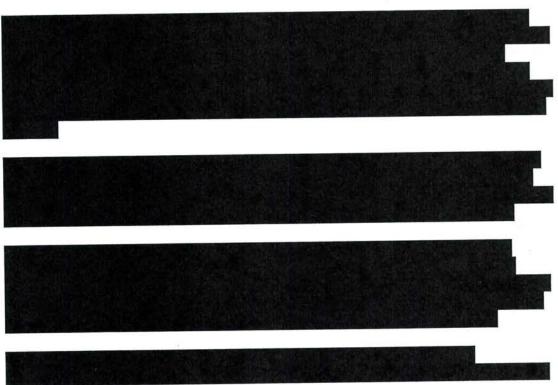
Strategist



General Description



Load Forecast Adjustment Module (LFA) Overview



10

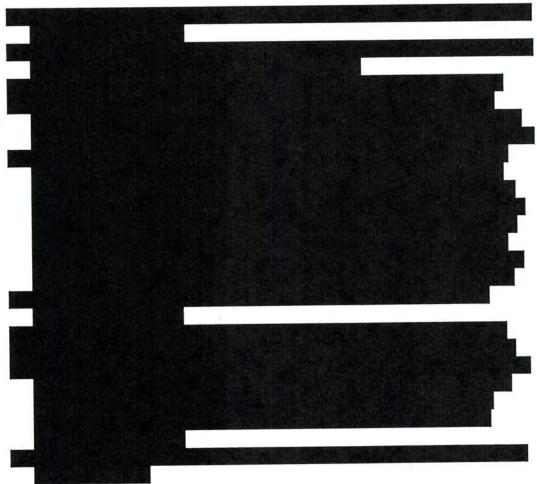


Generation and Fuel Module (GAF) Overview



General Capabilities

Overview-Generation and Fuel Module



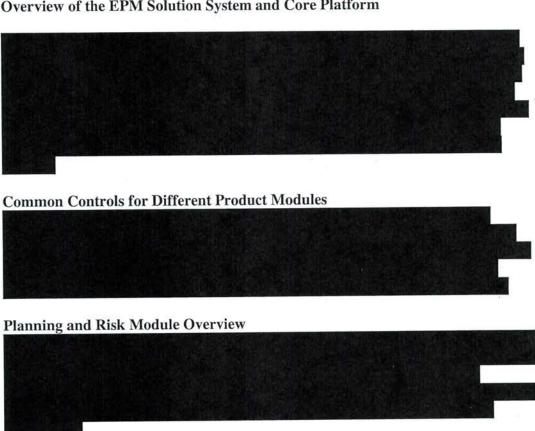
Capital Expenditure and Recovery Module (CER) Overview PROVIEW Module (PRV) Overview

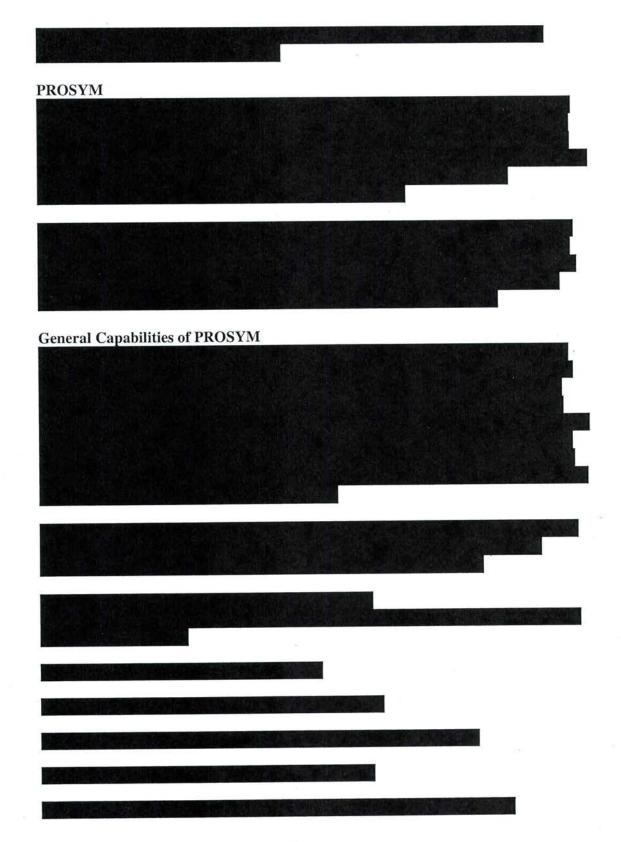
With respect to paragraph 26 on page 13 of the Company's PDN, please provide a 6. detailed description of the Energy Portfolio Management (EPM) model including, but not limited to, the under lying algorithms employed by the EPM model.

REDACTED RESPONSE:

The following information is proprietary and confidential information of Ventyx, Inc.

Overview of the EPM Solution System and Core Platform







- With respect to the testimony of Jeffery Patton on page 6 at Line 6 through Line 8, please 11. provide the following:
 - a. A detailed description (including citations to contract provisions) of the contractual consequences of DEF beginning to take delivery of gas on October 1, 2018 rather than on October 1, 2017 (e.g., a delay in the start of payments consistent with a delay in the contract start date due to DEF delaying the commercial operation date of the first power block); and

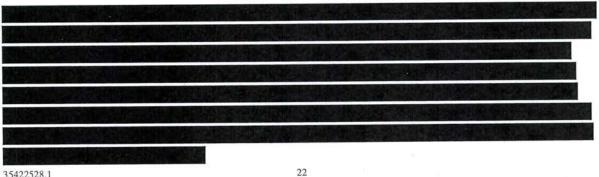
RESPONSE:

DEF is of the opinion that any delay in our in-service date outside of the defined conditions in our contract would result in a requirement to renegotiate the contract, which in turn would result in a higher reservation rate for transportation service. The pipeline owner's goal in such a negotiation would be to obtain equal total value in the new contract as in the current one. DEF's belief is that the best proxy for this would be to assume that DEF would be required to pay for the transportation service per the current contract in-service date of October 1, 2017 as scheduled regardless of DEF's first year gas usage.

b. A detailed description (including citation to contract provisions) of the contractual consequences of Sabal Trail failing to be able to deliver gas on October 1, 2017 (e.g., performance penalties associated with a delay due to Sabal Trail).

REDACTED

RESPONSE:



35422528.1

Florida Power & Light Company ("FPL") is a Project Foundation Shipper on Sabal Trail and FPL's Petition for Prudence Determination Regarding New Pipeline System (FPSC Docket No. 1301198-EI filed July 26, 2013) contains Exhibit HCS-2 which is the executed Precedent Agreement ("PA") between FPL and Sabal Trail. Pages 23, 24, and 35 of Exhibit HCS-2 (PA - Section 10.1 and Attachment 1) contain the details of the contract provisions that provides the mechanism for economic compensation made available to FPL in the event of a delay due to Sabal Trail. These provisions (see attachment TBD) provides FPL (at the election of Sabal Trail) either a rate reduction or delay damages should the project be delayed thirty (30) days or greater from the expected commencement date which for FPL is May 1, 2017.

35422528.1

12. With respect to the testimony of Jeffery Patton on page 10 at Lines 13 through 23 and page 11 at Lines 1 through 6, please enumerate and quantify any additional costs associated with utilizing the firm natural gas transportation alternatives.

REDACTED

RESPONSE:

DEF and Sabal Trail plan an additional interconnect agreement between Sabal Trail and FGT in Citrus County, Florida. This interconnect is currently estimated at approximately Under the proposed reimbursable agreement between DEF and Sabal Trail, DEF would reimburse Sabal Trail for the expenses incurred for these facilities. The reimbursable agreement and the Sabal Trail / FGT interconnect in Citrus County will be completed prior to the commercial operation date of the Citrus County Combined Cycle Plant. This interconnect will provide DEF the ability to utilize supply and existing agreements on FGT. DEF will not be contracting for additional firm gas transportation on FGT to utilize the firm natural gas alternatives provided by the interconnect between FGT and Sabal Trail in Citrus County, Florida.

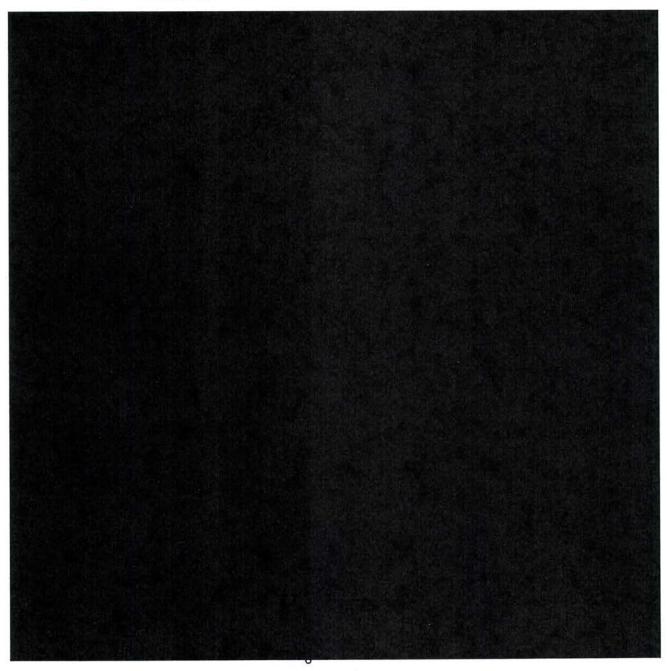
Documents bearing Bates Numbers
14BGBRA-OPCPOD1-4a-000001
through
14BGBRA-OPCPOD1-4a-000871
and
14BGBRA-OPCPOD1-4a-000925
through
14BGBRA-OPCPOD1-4a-001099
in their entirety

Documents bearing Bates Numbers
14BGBRA-OPCPOD1-4c-000001
through
14BGBRA-OPCPOD1-4c-000101
in their entirety

COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION

REDACTED

reasonable efforts to assist Shipper In obtaining the Shipper Authorizations. For each Individual Shipper Authorizations, Shipper shall promptly notify Transporter In writing as to whether such Shipper Authorizations when received or obtained is acceptable to Shipper.



Documents bearing Bates Numbers 14BGBRA-OPCPOD1-5-000007 through 14BGBRA-OPCPOD1-5-000032 in their entirety

COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION

REDACTED



- 16. Except as expressly provided for in this Precedent Agreement, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person not a Party hereto any rights, remedies or obligations under or by reason of this Precedent Agreement.
- 17. Each and every provision of this Precedent Agreement shall be considered as prepared through the joint efforts of the Parties and shall not be construed against either Party as a result of the preparation or drafting thereof. It is expressly agreed that no consideration shall be given or presumption made on the basis of who drafted this Precedent Agreement or any specific provision hereof.
- 18. The recitals and representations appearing first above are hereby incorporated in and made a part of this Precedent Agreement. References in this Precedent Agreement to section and/or paragraph numbers refer to

Documents bearing Bates Numbers
14BGBRA-OPCPOD1-5-000035
through
14BGBRA-OPCPOD1-5-000036
in their entirety

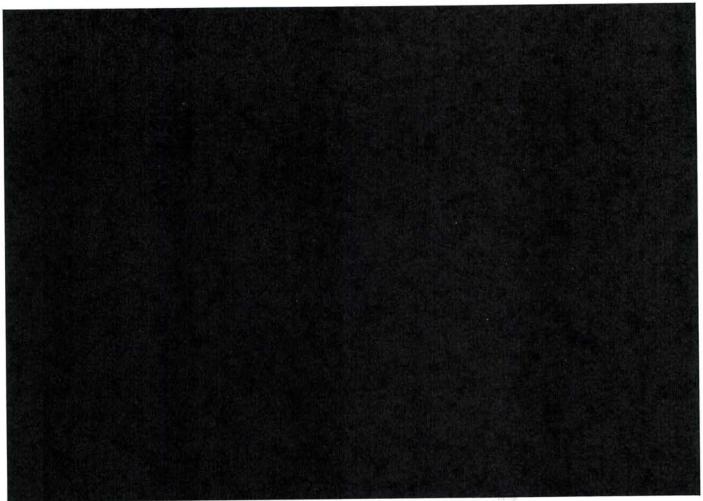


24. Miscellaneous Provisions

- (A) This Precedent Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.
- (B) This Precedent Agreement shall become effective on the date first written above and shall continue in effect until terminated pursuant to the terms stated herein.
- (C) If a court of competent jurisdiction declares any provision of this Precedent Agreement unenforceable, then that provision shall be severed from this Precedent Agreement, which shall otherwise remain in full force and effect and be construed as if it did not contain the severed provision; provided, however, that if severing such provision from this Precedent Agreement has a material adverse effect on the rights or obligations of either Party as set forth in this Precedent Agreement, then the Parties agree to negotiate in good faith replacement terms that are consistent with the court's declaration or directive

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REDACTED



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

Supersession.

On the date this NRA is fully executed by both Parties hereto, this NRA shall supersede, replace and cancel that certain Negotiated Rate Agreement between Shipper and Gulfstream Natural Gas System, L.L.C. ("Gulfstream") dated March 4, 2013 and fully executed as of March 7, 2013 (as assigned to Transporter pursuant to that certain Assignment,

COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION

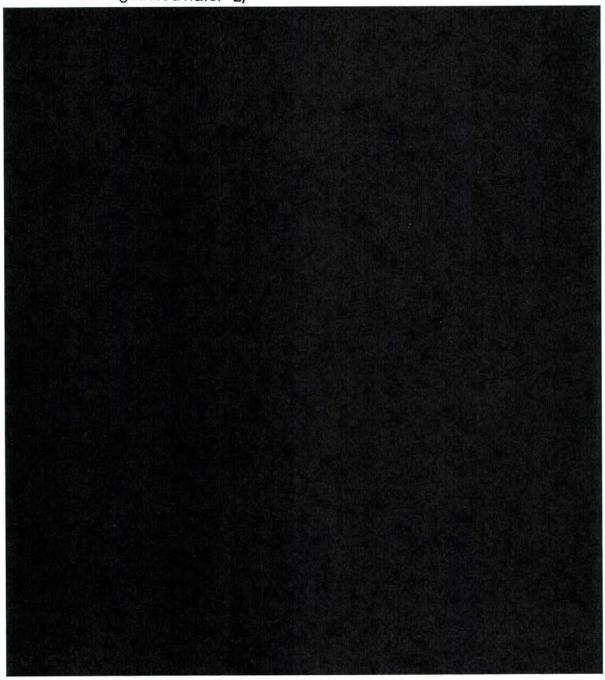
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EXHIBIT A

Shipper: Duke Energy Florida, Inc.

Contract Number: _____ 1/

Term of Negotiated Rate: 2/



Documents bearing Bates Numbers 14BGBRA-OPCPOD1-5-000046 through 14BGBRA-OPCPOD1-5-000047 in their entirety

REDACTED

July 8, 2013

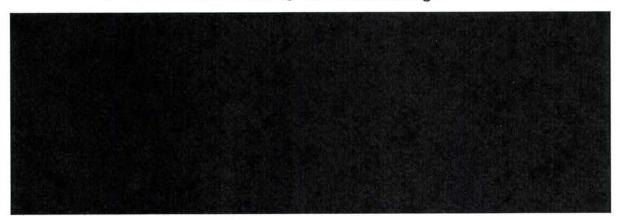
Mr. Kelth Trent Duke Energy Florida, Inc. 550 South Tryon Street Charlotte, NC 28202

RE: Delivery Point Agreement

Dear Mr. Trent

Spectra Energy Transmission, LLC ("Transporter") and Duke Energy Florida, Inc. ("Shipper") are parties to that certain Precedent Agreement executed and dated of even date herewith regarding Shipper's participation in Transporter's natural gas pipeline project originating in the State of Alabama and extending to delivery points in the State of Florida (the "Precedent Agreement"). Capitalized terms used but not defined herein shall have the meaning defined for such terms in the Precedent Agreement. Transporter and Shipper are sometimes referred to herein individually as a ("Party") and collectively as the ("Partles").

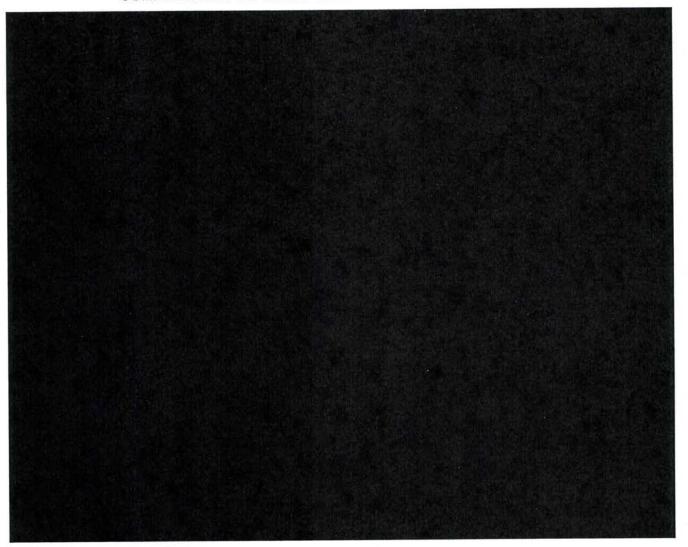
In connection with the Service Agreement contemplated in the Precedent Agreement, Transporter and Shipper desire to enter in to this Delivery Point Agreement ("Agreement") to set forth certain agreements regarding the designation of a primary delivery point(s) under the Service Agreement. In consideration of the mutual covenants herein and in the Precedent Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following:



Documents bearing Bates Numbers 14BGBRA-OPCPOD1-5-000049 in its entirety

REDACTED

COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION



4. This Agreement shall be governed by, construed, interpreted, and performed in accordance with the laws of the State of Florida, without recourse to any laws governing the conflict of laws.

If the foregoing accurately sets forth your understanding of the

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REDACTED

FIRM TRANSPORTATION SERVICE AGREEMENT RATE SCHEDULE FTS-2

THIS AGREEMENT, dated as of into this 30th day of December, 1993, is by and between Florida Gas Transmission Company, a Delaware corporation ("Transporter"), and Tiger Say Limited Partnership, a Delaware limited partnership (successor-in-interest to Destec Energy, Inc.) ("Shipper").

WITNESSETH:

WHEREAS, Transporter and Destec Energy, Inc. ("Destec") entered into a Firm Transportation Service Agreement dated February 21, 1992, for service under Rate Schedule FTS-2 of Transporter's F.E.R.C. Gas Tariff ("FTS-2 Agreement"); and,

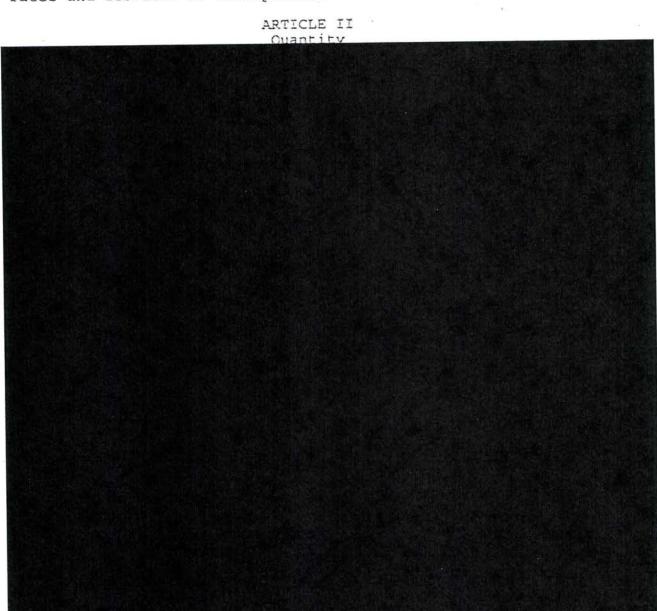
WHEREAS, Shipper Mas advised Transporter of its plans to develop, construct, own, and operate a cogeneration powerplant located in Polk County, Florida ("Project") to supply power to Florida Power Corporation ("FPC") pursuant to certain long-term power sales agreements between Shipper and FPC; and,

REDACTED

COMPETITIVELY SENSITIVE CONFIDER FIAL INFORMATION

hereof or in compliance with any final FERC order affecting such rate schedule.

1.3 The term:"FERC" or "Commission" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

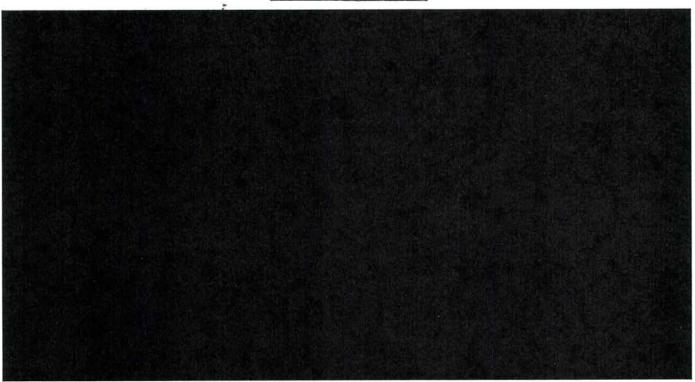


Documents bearing Bates Numbers 14BGBRA-OPCPOD1-6-000004 through 14BGBRA-OPCPOD1-6-000007 in their entirety

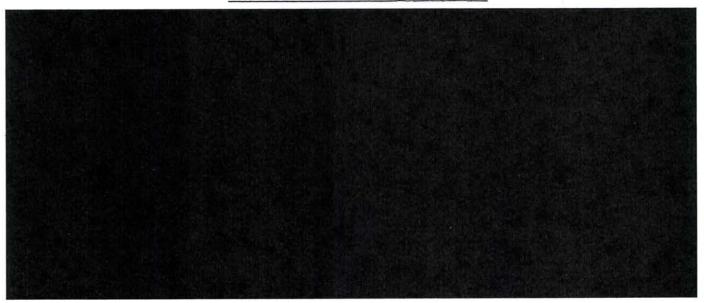
COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION

REDACTED

ARTICLE IV Term of Agreement



ARTICLE V
Receipt and Delivery Point(s)
and Maximum Daily Quantities



COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION

ARTICLE VI Notices REDACTED

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Florida Gas Transmission Company

P. 0. Box 1188

Houston, Texas 77251-1188

Attention: Marketing Administration Department

Fax No. (713) 853-7656

Shipper: Tiger Bay Limited Partnership

c/o Destec Energy, Inc.

P. O. Box 4411

Houston, Texas 77210-4411

Attention: Manager, Fuel Supply

Fax: (713) 735-4069

PAYMENT BY WIRE TRANSFER

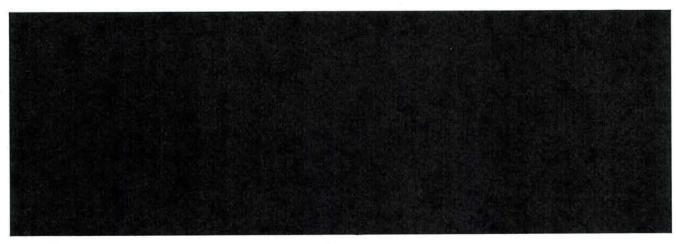
Transporter: Florida Gas Transmission Company

NationsBank ABA No.

Account No.

Charlotte, North Carolina

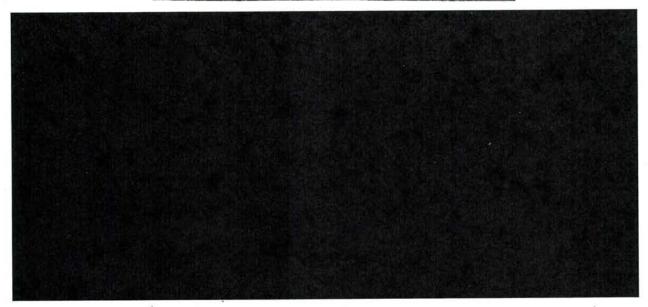
ARTICLE VII New Facilities



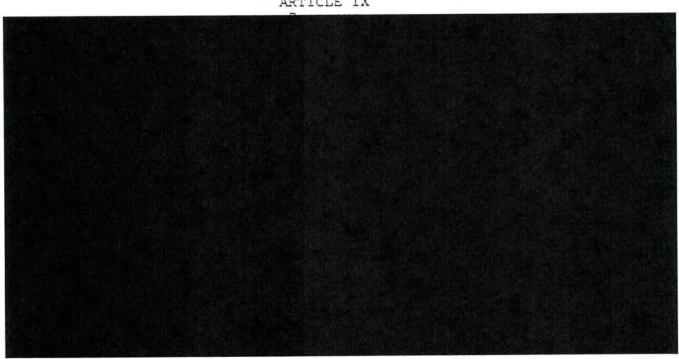
Documents bearing Bates Numbers 14BGBRA-OPCPOD1-6-000010 in its entirety

REDACTED

ARTICLE VIII Regulatory Authorizations and Approvals



ARTICLE IX

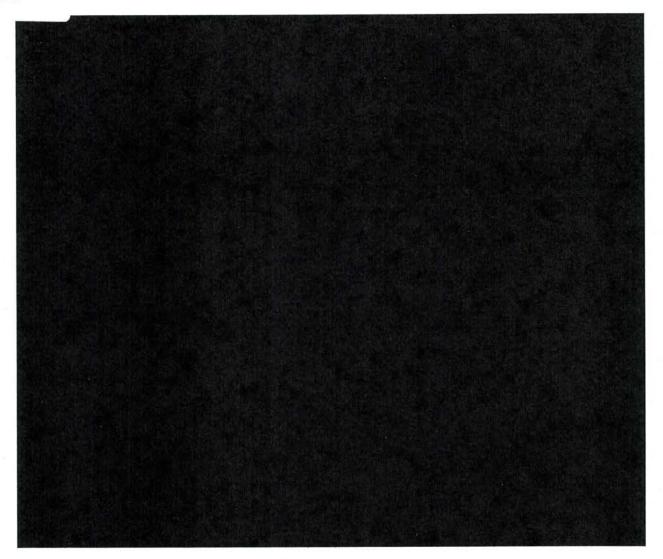


ARTICLE X Other Provisions



DUKE ENERGY FLORIDA In re: Petition for Determination of Need for Citrus County Combined Cycle Power Plant Docket 140110-EI Fourth Request for Confidential Classification

Documents bearing Bates Numbers 14BGBRA-OPCPOD1-6-000012 through 14BGBRA-OPCPOD1-6-000013 in their entirety



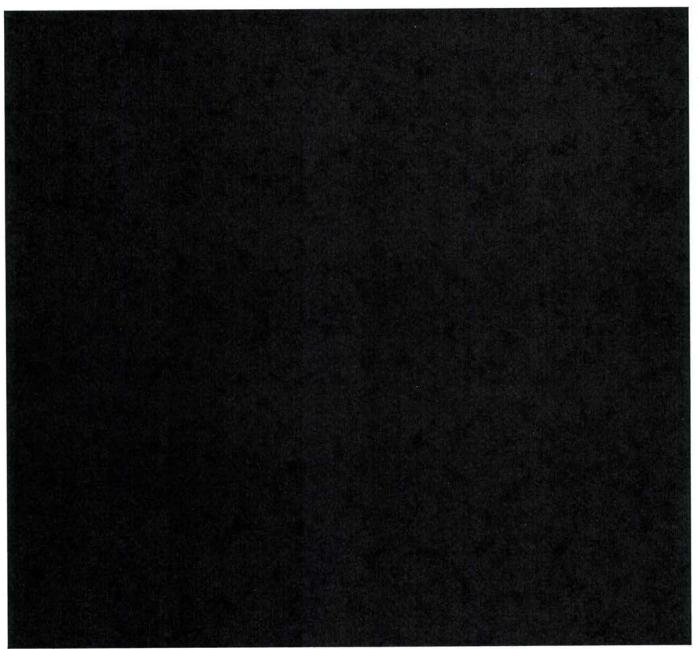
In the event the conditions set forth in this Article X are not satisfied, this Agreement shall be deemed null and void upon written notice by Transporter to Shipper.

ARTICLE XI Miscellaneous

11.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided, however, neither party shall assign this Agreement or any of its rights or

REDACTED

EXHIBIT A
TO
FIRM TRANSPORTATION SERVICE AGREEMENT (FTS-2)
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY
AND
TIGER BAY LIMITED PARTNERSHIP
DATED
December 30, 1993



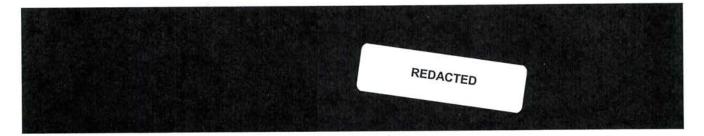


EXHIBIT B

TO

FIRM TRANSPORTATION SERVICE AGREEMENT (FTS-2)

BETWEEN

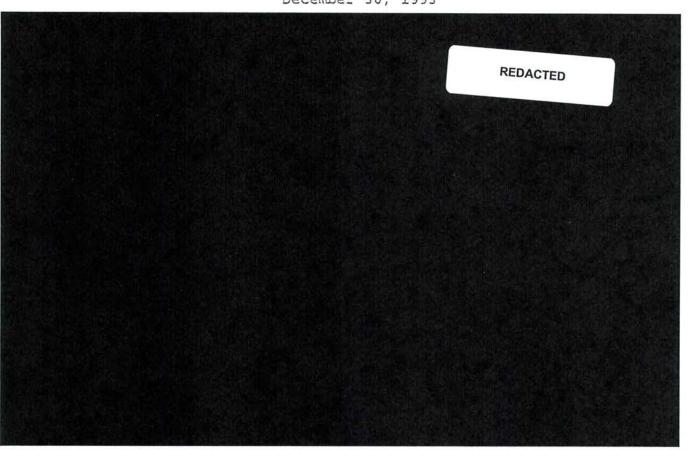
FLORIDA GAS TRANSMISSION COMPANY

AND

TIGER BAY LIMITED PARTNERSHIP

DATED

December 30, 1993



Florida Gas Transmission Company

P.O. Box 4967 Houston, TX 77210-4967 (713) 989-7000

September 7, 2005

Progress Energy Florida, Inc. 410 South Wilmington St. PEB 10A Raleigh, NC. 27601

Attention: John Trimble

Re: Amendment to FTS-2 Contract Number 5295 (dated December 30, 1993)

On December 21, 2004, the Commission approved a Stipulation and Agreement of Settlement ("Settlement") filed by Florida Gas Transmission Company ("FGT") which resolved all issues in Docket No. RP04-12-000. Because no party requested rehearing of the December 21 Order as of January 20, 2005, the Settlement became effective March 1, 2005. As stated in the Settlement (Article VII, Section 1):

"All FTS-2 shippers that are Settling Parties shall be entitled to the rate caps as heretofore stated in their FTS-2 transportation service agreements or as stated in the Phase IV Settlement (approved in Docket No. CP99-94), the pertinent provisions of which are attached hereto as Appendix D; provided, however, that this Article VII, Section 1 shall not impose a rate cap provision on any FTS-2 shipper that notifies FGT that the shipper does not desire to have a rate cap provision."

Article VII, Section 6 of the Settlement provides that the language of the rate cap amendment:

"shall conform substantially to Section 4.3 of the standard form of FTS-2 service agreement in the Tariff, as revised in accordance with the pro forma Tariff sheets in Appendix E, except that the amendments shall not include the reference to Capital surcharge set forth in subsection (e)(ii) on pro forma Sheet No. 533A."

Accordingly, unless you notify FGT that you do not want a rate cap provision, the contract listed above will be amended as follows, pursuant to the Settlement.

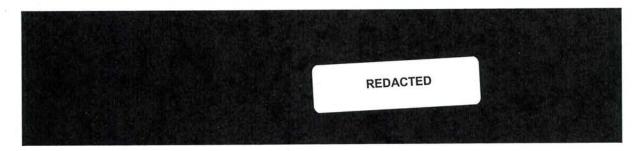
1. The parties agree that Section 3.1 of the contract is hereby deleted and replaced in its entirety with the following provisions:



DUKE ENERGY FLORIDA In re: Petition for Determination of Need for Citrus County Combined Cycle Power Plant Docket 140110-EI Fourth Request for Confidential Classification

Documents bearing Bates Numbers 14BGBRA-OPCPOD1-6-000021 through 14BGBRA-OPCPOD1-6-000022 in their entirety

Contract Amendment Letter September 7, 2005 Page 4



- (a) the Phase III Settlement methodology for allocating all O&M costs except for A&G expenses, and
- (b) the Kansas-Nebraska methodology for allocating A & G expenses.
- The parties agree that, except as revised herein, the contract shall remain in full force and effect as executed (or as amended, if applicable).
- This amendment shall be effective as of April 1, 2004. 3.

Please sign below, as evidence of your agreement, and return the originals to me. If, however, you elect not to have a rate cap, you may return the amendment to me so advising. If you have any questions concerning these changes to your contract, please notify me at (713) 989-2569 or at brad.holmes@panhandleenergy.com.

Regards,

Brad Holmes

Vice President, Market Services

Florida Gas Transmission

AGREED:

PROGRESS ENERGY FLORIDA, INC.

faula Sms Paura Sims VP Regulated Frels

FIRST REVISED EXHIBIT A
TO
FIRM TRANSPORTATION SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY
AND
TIGER BAY LIMITED PARTNERSHIP
DATED

REDACTED

TIGER BAY LIMITED PARTNERSHIP FLORID	A GAS TRANSMISSION COM	PANY
By: W (Deffue Byo	E. Days	
Title: VICE PRESIDENT OFFITE:	R. E/HAYES	-dh
Attest:		
Title:		
(To be attested if not signed by an officer of the company)		
Date of this Exhibit A: February 1, 1995		
Contract No. 5295		

FIRST REVISED EXHIBIT B

FIRM TRANSPORTATION SERVICE AGREEMENT

BETWEEN

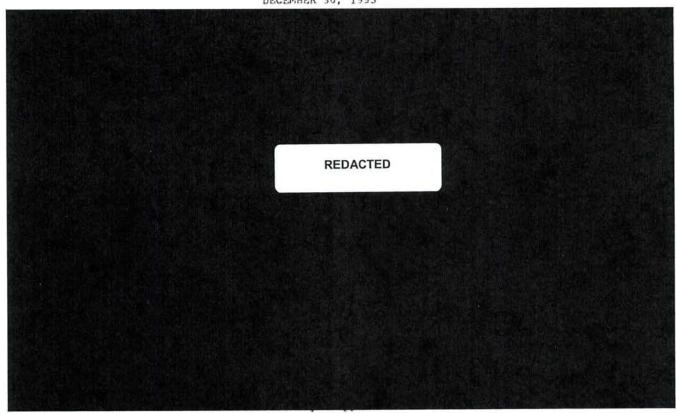
FLORIDA GAS TRANSMISSION COMPANY

AND

TIGER BAY LIMITED PARTNERSHIP

DATED

DECEMBER 30, 1993



TIGER BAY LIMITED PARTNERSHIP BY: CENTRAL FLORIDA DGE, INC.	FLORIDA GAS TRANSMISSION COMPANY
Its General Partner	
ay: WC	By: T. E. Days
ricin: Vice President 1911	Title: MCE PRESIDENT OF MARKETING
Attest:	
Title:	
(To be attested if not signed by an officer of the company)	

This First Revised Exhibit B replaces Exhibit B dated December 30, 1993: Effective October 1, 1995

Contract No. 5295

Exhibits/ExhTigorDay

Second Revised Exhibit A

To

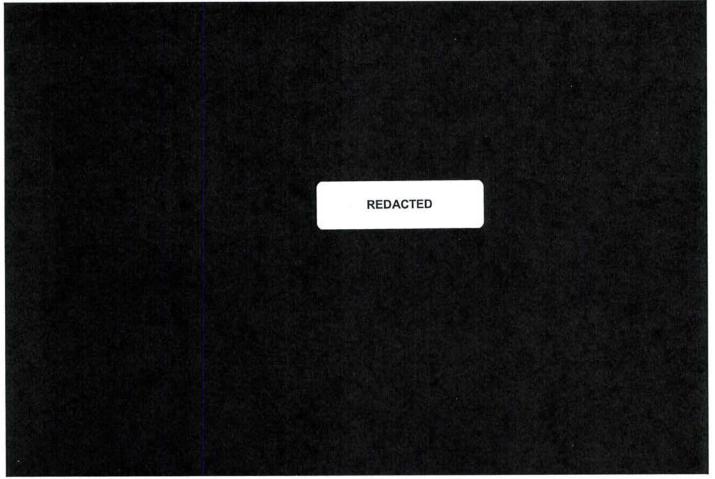
Firm Transportation Service Agreement Between

Florida Gas Transmission Company

Florida Power Corporation

Dated

December 30, 1993



FLORIDA POWER CORPORATION

Title: Hassignt (To be attested if not signed

by an officer of the company)

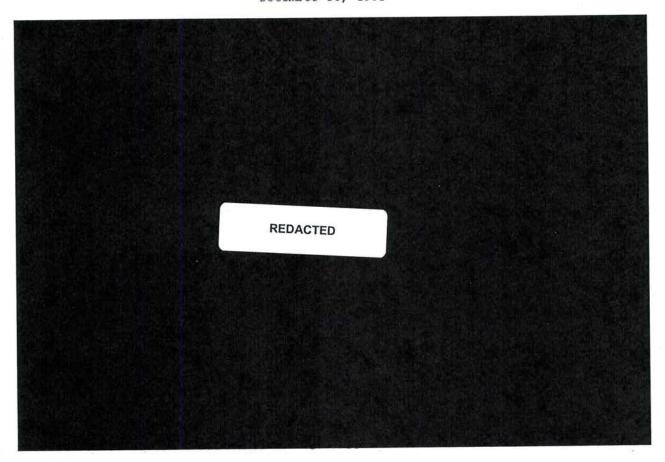
FLORIDA GAS TRANSMISSION COMPANY

Title: VICEPRESIDENTOF MARKETING

This Second Revised Exhibit A supersedes First Revised Exhibit A dated February 1, 1995: Effective July 15, 1997

Contract No. 5295

Second Revised Exhibit B To Firm Transportation Service Agreement Between Florida Gas Transmission Company And Florida Power Corporation Dated December 30, 1993



FLORIDA POWER CORPORATION

Attest:

by an officer of the company)

FLORIDA GAS TRANSMISSION COMPANY

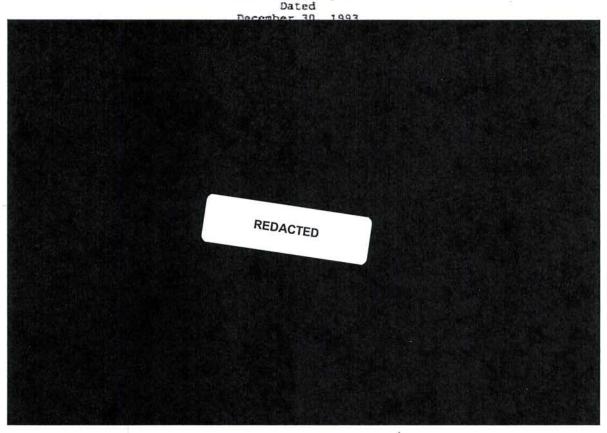
Title: VICEPRESIDENT OF MARKETING

This Second Revised Exhibit B replaces First Revised Exhibit B dated October 1, 1995: Effective July 15, 1997

Contract No. 5295

Exhibits/ExBTigerBay

Third Revised Exhibit A
To
Firm Transportation Service Agreement
Between
Florida Gas Transmission Company
And
Florida Power Corporation



FLORIDA POWER CORPORATION

By: Molet Q. Mich

Title: MARCTON FUELS SUPPLY

Attest: Buty E.W

Title: Assigned Screen; (To be attested if not signed by an officer of the company)

This Third Revised Exhibit A supersedes Second Revised Exhibit A dated July 15, 1997: Effective March 1, 1999

Title:

Contract No. 5295

Exhibits/ExA5295

FLORIDA GAS TRANSMISSION COMPANY

VICEPREGIDENT OF MARKETING

COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION Third Revised Exhibit A

To

Firm Transportation Service Agreement Between

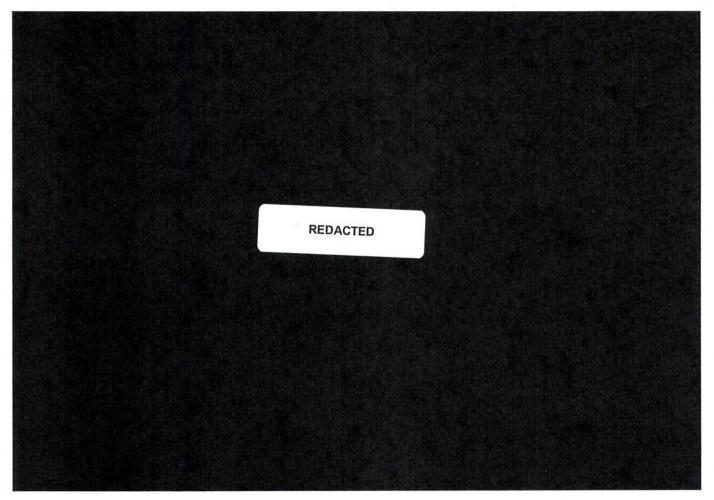
Florida Gas Transmission Company

And

Florida Power Corporation

Dated

December 30, 1993



FLORIDA POWER CORPORATION

By: Noht D. Alich

Title: DIRECTOR FUELS SUPPLY

Attest: //

Title: f_{max} we refer γ (To be attested if not signed by an officer of the company)

FLORIDA GAS TRANSMISSION COMPANY

BY TE Y PLYES

Title: VICEPRESIDENTO MARKETING

This Third Revised Exhibit A supersedes Second Revised Exhibit A dated July 15, 1997: Effective March 1, 1999

Contract No. 5295

Exhibits/ExA5295

P.2/9 To:919 546 2922 DEC-20-2010 14:29 From: Florida Gas Transmission Company, LLC Amendment to Firm Transportation Agreement Date: 12/03/2010 Shipper's Name: FLORIDA POWER CORPORATION d/b/s PROGRESS ENERGY FLORIDA, INC. Contract Number: 5295 REDACTED Amendment Number: 6 Request Number: 140153 The above mentioned Agreement is hereby amended as follows: This agreement, as amended, constitutes the entire agreement between the parties with respect to the subject matter of this Amendment and shall be binding upon and shall ensure to the benefit of the parties hereto and the respective successors and essigns. No promises, agreements or warranties additional to this Amendment other than as may be contained in Florida's tariff will be deemed to be part of this Amandment nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties. The effective date of this Amendment is 01/01/2011 Except as amended herein, all provisions of the Agreement are hereby confirmed by the parties to be and remain in full force and effect. FLORIDA GAS TRANSMISSION COMPANY, LLC By Alexande Fuels and Power Optimization Title Breside

Exhibit A

to

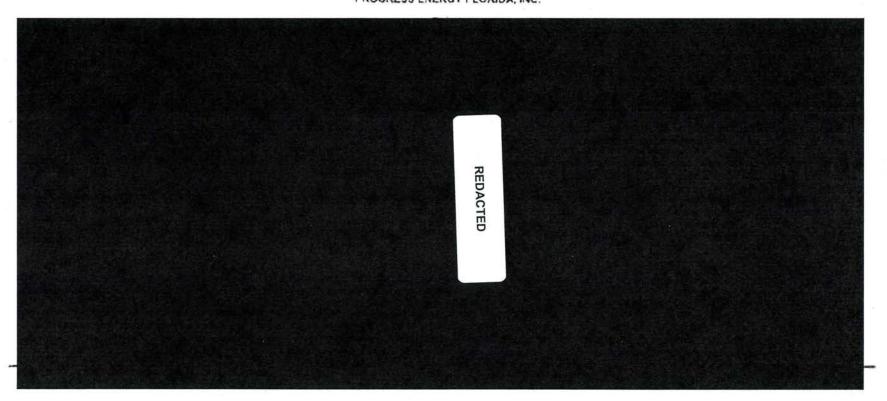
Firm Gas Transportation Service Agreement

Between

Florida Gas Transmission Company, LLC

and

FLORIDA POWER CORPORATION dibia PROGRESS ENERGY FLORIDA, INC.



Florida Gas Transmission Company

A Southern Union/El Paso Affiliate

5444 Westheimer Rood Houston, TX 77056-5306 P.O. Box 4967 Houston, TX 77210-4967 713.989.7000

June 2, 2011

Progress Energy Florida, Inc. Fuels & Power Optimization Department 100 E. Davie Street, TPP 9A Raleigh, NC 27601-2088

Attn: John Trimble

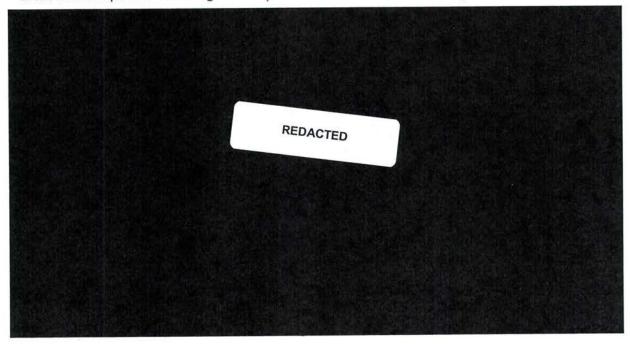
Re:

Amendment to Rate Cap in Rate Schedule FTS-2 Service Agreement No. 5295 pursuant

to Settlement in Docket No. RP10-21-000

Dear John:

The purpose of this letter agreement is to amend Rate Schedule FTS-2 Service Agreement No. 5295 between Florida Gas Transmission Company, LLC ("Transporter") and Progress Energy Florida, Inc. ("Shipper") as required by Article VII, Section 5 of the Stipulation and Agreement ("S&A") filed On October 1, 2010, in Docket No. RP10-21-000, approved by the Federal Energy Regulatory Commission by order Issued February 24, 2011 (134 FERC ¶61,136), and effective on April 1, 2011. Article VII, Section 5 provides for a continuation of the Rate Cap in the above-captioned service agreement pursuant to the S&A and states in particular:

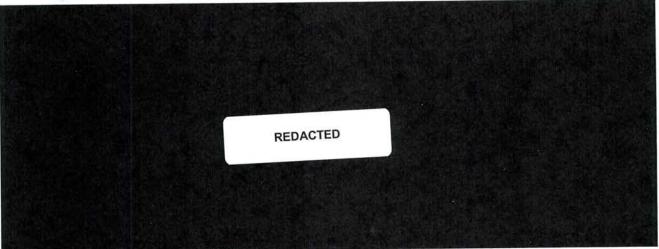


Rate Cap Amendment; #5295

June 2, 2011

Regards,

Page 2



Except as changed herein, the service agreement referenced above shall remain in full force and effect as executed (or as amended, if applicable).

This amendment is effective April 1, 2011.

Please execute this amendment below as evidence of your agreement and return the originals to me. In the alternative, if you wish to have a new service agreement using the currently effective service agreement, please return this letter agreement and advise me of your wish to use the currently effective form.

If you have any questions concerning these changes to your contract, please contact me at (713) 989-2569 or at brad.holmes@sug.com.

Brad Holmes
Vice President, Market Services
Florida Gas Transmission Company, LLC

AGREED TO AND ACCEPTED:

PROGRESS ENERGY FLORYDI, INC.

By

Name: Alexander (Sasha) Weintraub
Vice President - Fuels and Power Optimization

Title:

Date: Date: Date: 2011

FOR INTERNAL USE ONLY Request No. 168610 Contract No. 5295 Legal Entity No. 5736 DUNS No. 6923700

EXHIBIT C

RATE SCHEDULE FTS-2 SERVICE AGREEMENT BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

DUKE ENERGY FLORIDA, INC.

DATED

03/01/1995

Contract No. 5295

Amendment No. 8

Effective Date of this Exhibit C: 07/01/2014

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]



TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

DUKE ENERGY FLORIDA, INC.

Name: Bradley Holmes

Vice President, Market Services

V.P. & coo Reguloted Utilities

2014

EXHIBIT A

TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

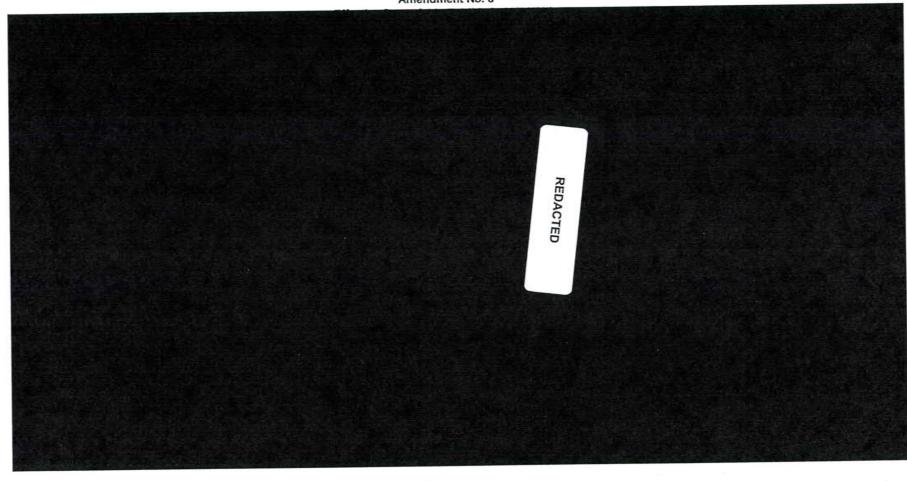
DUKE ENERGY FLORIDA, INC.

DATED

03/01/1995

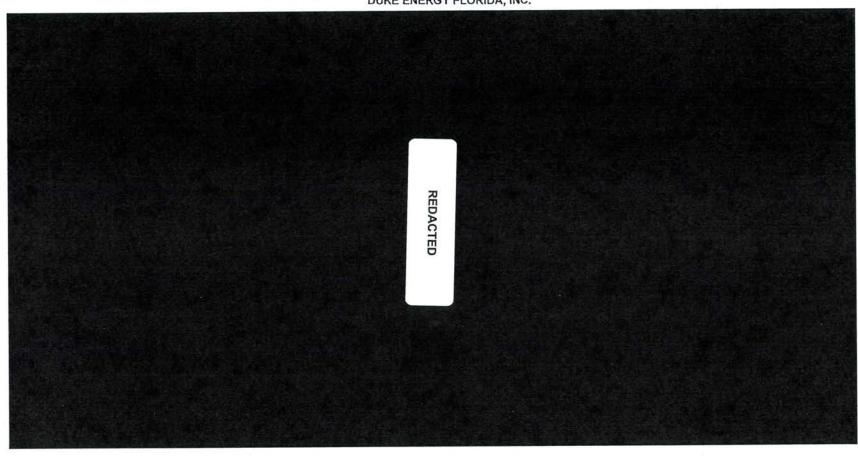
Contract No. 5295

Amendment No. 8



14BGBRA-OPCPOD1-6-000037

EXHIBIT B
TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DUKE ENERGY FLORIDA, INC.



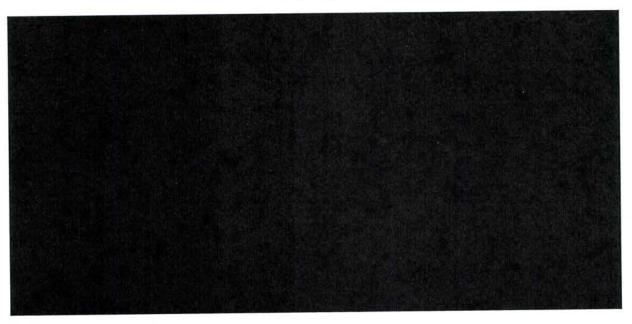
COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION FORM OF SERVICE AGREEMENT FORMATION Firm Transportation Service – Market Area

FTS-1

ARTICLE II

REDACTED

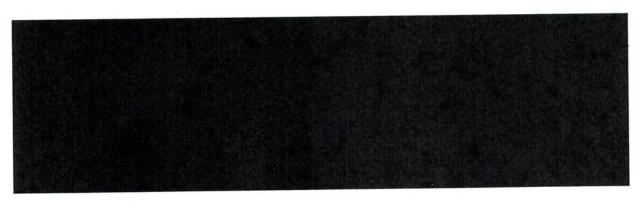
Quantity



ARTICLE III No Notice Transportation Service



ARTICLE IV Payment and Rights in the Event of Non-Payment



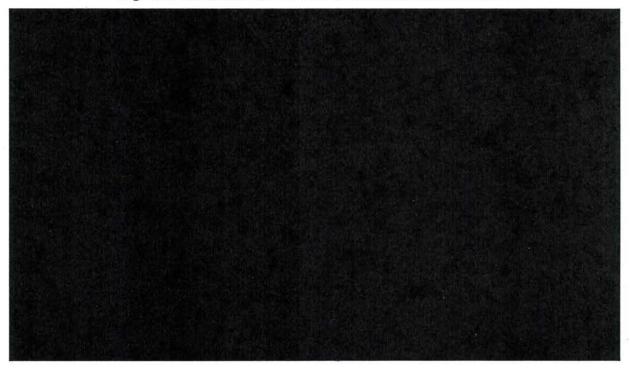
COMPETITIVELY SENSITIVE COLLEGE THE NUMBER OF SERVICE AGREEMENT OF SERVI

Firm Transportation Service - Market Area FTS-1

REDACTED

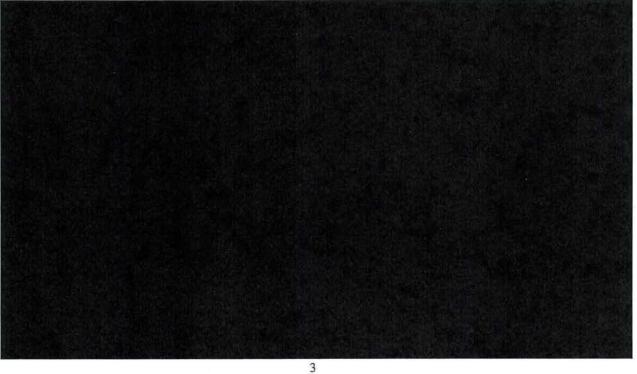
ARTICLE V

Rights to Amend Rates and Terms and Conditions of Service



ARTICLE VI

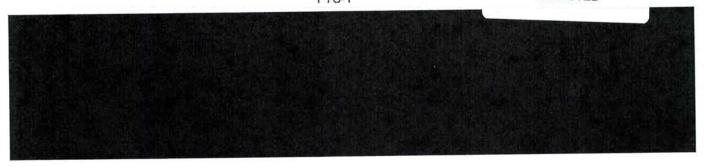
Term of Agreement and Commencement of Service



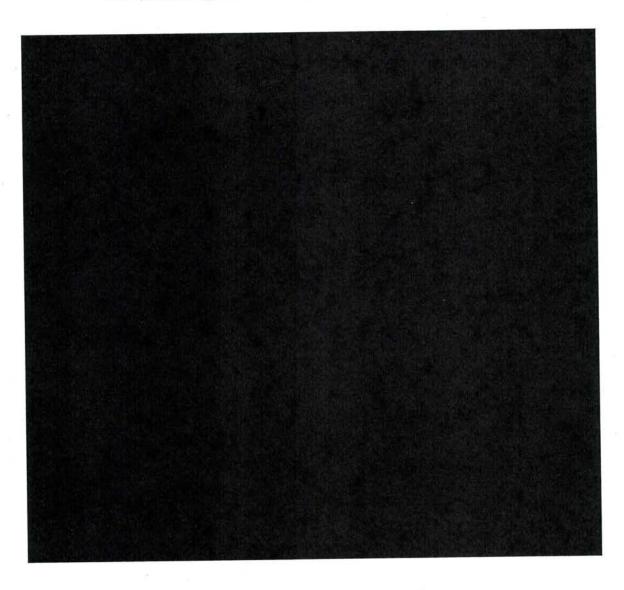
COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION FORM OF SERVICE AGREEMENT Firm Transportation Service – Market Area

FTS-1

REDACTED



ARTICLE VII Point(s) of Receipt and Delivery and Maximum Daily Quantities



COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION FORM OF SERVICE AGREEMENT

Firm Transportation Service – Market Area FTS-1

ARTICLE VIII

REDACTED

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter:

Florida Gas Transmission Company, LLC

P. O. Box 4967

Houston, Texas 77210-4967

Attention: FGT Marketing Administration Department

Shipper:

Florida Power Corporation

d/b/a Progress Energy Florida, Inc.

Fuels and Power Optimization Department

100 East Davie, TPP-9 Raleigh, NC 27601-2088

Attn: Director Gas, Oil and Power Trading

Telephone No. 919-546-7963

PAYMENT BY WIRE TRANSFER

Transporter:

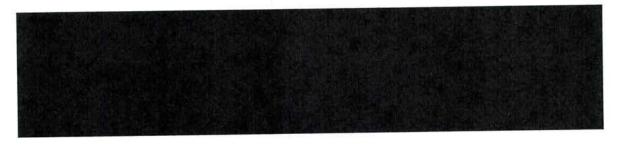
Florida Gas Transmission Company, LLC

JP Morgan Chase New York ABA No.

Account No

ARTICLE IX

Facilities



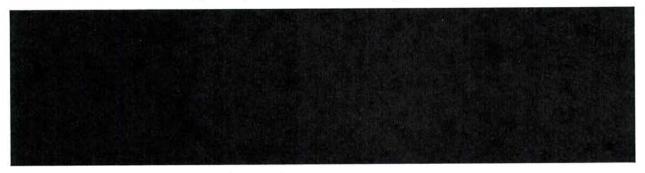
COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION FORM OF SERVICE AGREEMENT

Firm Transportation Service – Market Area FTS-1

REDACTED

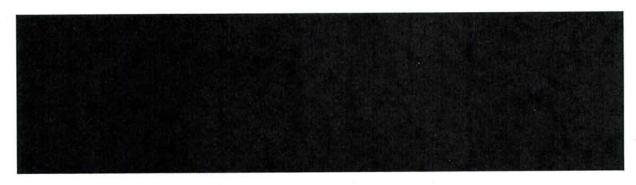
ARTICLE X

Regulatory Authorizations and Approvals



ARTICLE XI

Pressure



ARTICLE XII

Other Provisions

ARTICLE XIII

Miscellaneous

- 13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.
- 13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.
- 13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.

Exhibit A

to

Firm Gas Transportation Service Agreement

Between

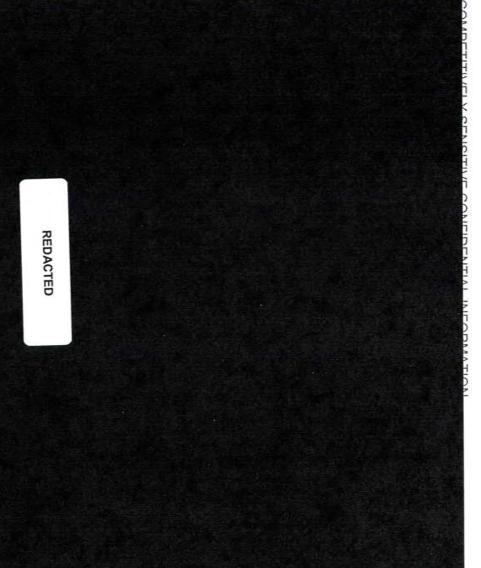


Exhibit B

to

Firm Gas Transportation Service Agreement

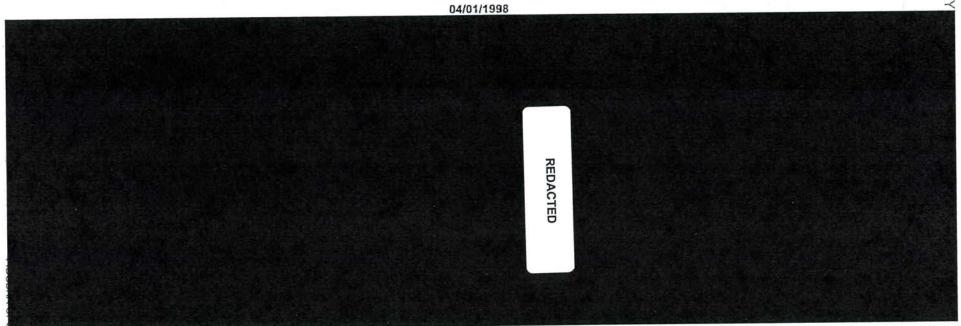
Between

Florida Gas Transmission Company, LLC

and

PROGRESS ENERGY FLORIDA, INC.

Dated



Florida Gas Transmission Company, LLC Amendment to Firm Transportation Agreement

Date: 07/09/2010

Shipper's Name: FLORIDA POWER CORPORATION

d/b/a PROGRESS ENERGY FLORIDA, INC.

Contract Number: 5815
Amendment Number: 11
Request Number: 136726

The above mentioned Agreement is hereby amended as follows:



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

The effective date of this Amendment is 08/01/2010

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

ONS	FLORIDA GAS TRANSMISSION COMPANY, LLC		
L B	By: Start of Serial		
	Date: 7/27/2010		

FLORIDA POWER CORPORATION

d/b/a PROGRESS ENERGY FLORIDA, INC.

By:

Titalexander (Sasha) Weintraub

Davice President - Fuels and Power Optimization

to

Firm Gas Transportation Service Agreement

Between

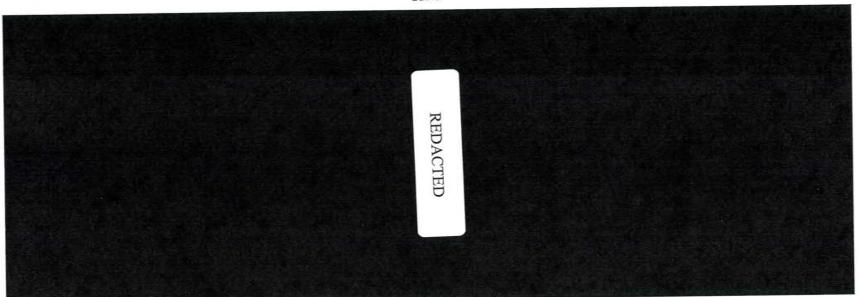
Florida Gas Transmission Company, LLC

and

FLORIDA POWER CORPORATION

dib/a PROGRESS ENERGY FLORIDA, INC.

Dated



To:919 546 2922

DEC-20-2018 14:29 From:

P.5/9

Florida Gas Transmission Company, LLC

Amendment to Firm Transportation Agreement

Date: 12/03/2010

Shipper's Nama: FLORIDA POWER CORPORATION d/b/a

PROGRESS ENERGY FLORIDA, INC.

Contract Number 5815

Amendment Number: 12

REDACTED

Request Number: 140154

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

The effective date of this Amendment is 01/01/2011

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

FLORIDA GAS TRANSMISSION COMPANYLLC

FLORIDA POWER CORPORATION d/b/a

300 Title Alexander (Sasha) Weintraub Date on President Fuels and Power Optimization

Exhibit A

to

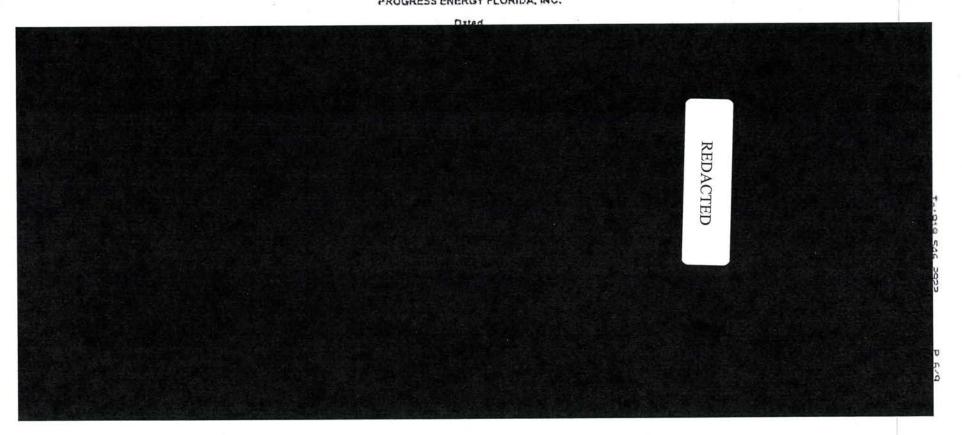
Firm Gas Transportation Service Agreement

Between

Florida Gas Transmission Company, LLC

and

PROGRESS ENERGY FLORIDA, INC.



REDACTED

FOR INTERNAL USE ONLY
Request No. 168609
Contract No. 5815
Legal Entity No. 5736
DUNS No. 6923700

EXHIBIT C

TO

RATE SCHEDULE FTS-1 SERVICE AGREEMENT BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

DUKE ENERGY FLORIDA, INC.

DATED

04/01/1998

Contract No. 5815

Amendment No. 13

Effective Date of this Exhibit C: 07/01/2014

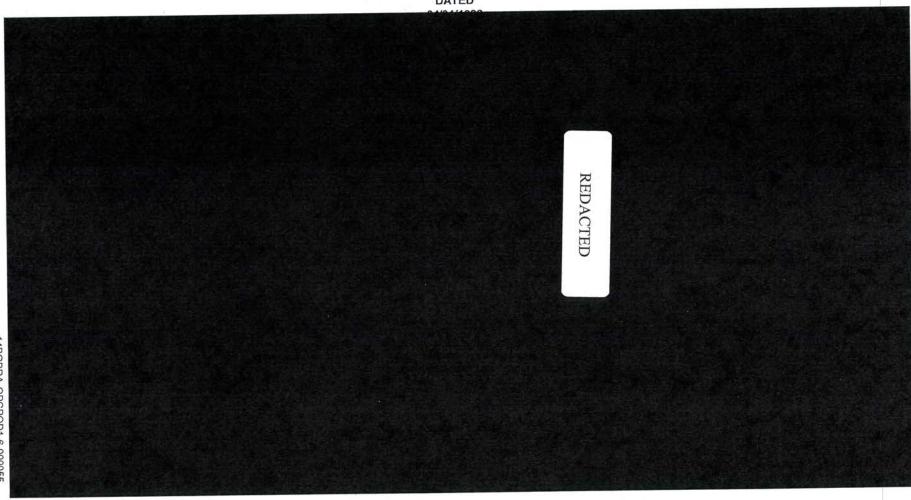
The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

X Realignment of Points

	REDACTED
TRANSPORTER	SHIPPER
FLORIDA GAS TRANSMISSION COMPANY, LLC	DUKE ENERGY FLORIDA, INC.
Name: Bradley Holmes Title: Vice President, Market Services	Name: Leith Treat Title: Exec. U.P. & CDS Regulated Ut: (itie)
Date: 182014	Date: June 17 2014

EXHIBIT A
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT BETWEEN FLORIDA GAS TRANSMISSION COMPANY, LLC AND
DUKE ENERGY FLORIDA, INC.
DATED



COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION

OCT 11 2000 2:25 PM FR E T & S

727 826 55 713 646 8260 TO 7278264355

P. 002 P. 02 '03

Original Exhibit A

to

Firm Transportation Service Agreement

Between

Florida Gas Transmission Company

and

Plorida Power Corporation

Dated

REDACTED

5935 FTS-2

October 7, 1009

Shipper: FLORIDA POWER CORPORATION

FLO

FLORIDA GAS TRANSMISSION COMPANY

Av.

point & Buch

RE HAVES

Title:

Pouglas Eller

VICE PRESIDENT OF MARKE

Title:

(To be allested if not signed by an officer of the company)

VICE PREBIDENT OF MARKETING

This Original Exhibit A is effective on the in-service date of the Phase IV Expansion scheduled for May 1,

2001.

FPC 5935 FTS-2 Phase IV

14BGBRA-OPCPOD1-6-000072



Florida Gas Transmission Company

R. E. (Bob) Hayes, Jr. Sr. Vice President & Chief Commercial Officer P.O. Box 4657 Houston, TX 77210-4657 713.853.3162 Fax 713.853.6756 robert.hayes@crosscountryenergy.com

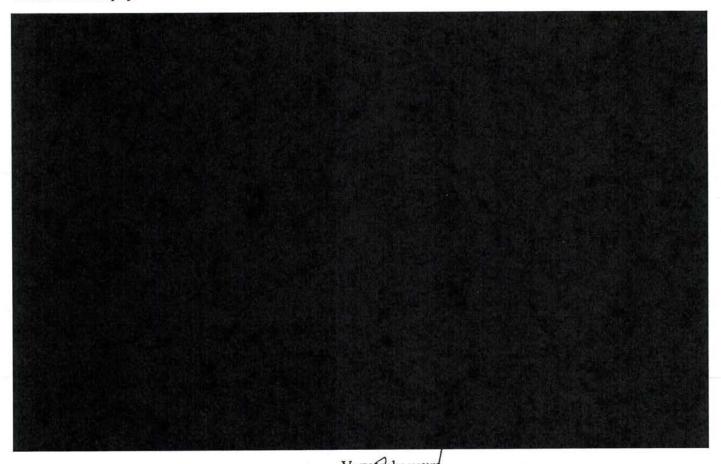
July 28, 2004

Mrs. Pamela Murphy Progress Energy Florida, Inc. P.O. Box 1551, PEB 10A Raleigh, North Carolina 27602-1551

REDACTED

RE: Scheduling Priority for Gas Received by FGT at the Osceola Receipt Point

Dear Mrs. Murphy:



R. E. Hayes

Sr. Vice President & CCO



Florida Gas Transmission Company

R. E. (Bob) Hayes, Jr. Sr. Vice President & Chief Commercial Officer

P.O. Box 4657 Houston, TX 77210-4657 713.853.3162 Fax 713.853.6756 robert.hayes@crosscountryenergy.com

January 31, 2005

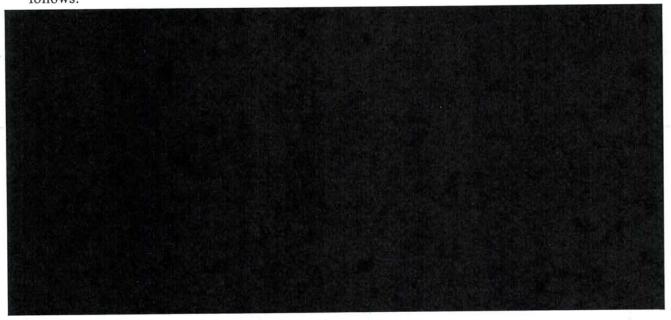
Florida Power Corporation d/b/a Progress Energy Florida, Inc. Attention: Ms. Pamela Murphy P. O. Box 1551 410 South Wilmington St., PEB10A Raleigh, North Carolina 27602-1551

REDACTED

Letter Agreement Amending the Firm Transportation Service Agreements by and Re: between Florida Power Corporation, d/b/a Progress Energy Florida, Inc., and Florida Gas Transmission Company: (1) FTS-1 dated April 1, 1998, (2) FTS-2 dated April 1, 1998, (3) FTS-2 dated October 7, 1998, and (4) FTS-2 dated December 2, 2004

Dear Ms. Murphy:

Florida Power Corporation d/b/a Progress Energy Florida, Inc. ("Progress" or "Shipper") and Florida Gas Transmission Company ("FGT") hereby enter into this letter agreement ("Letter Agreement"), regarding the amendment to the referenced existing firm service agreements. In consideration of the premises and mutual covenants set forth herein, FGT and Shipper agree as follows:



Progress Energy Florid MPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION' Proposal for Transportation Services

January 31, 2005

REDACTED



If this Letter Agreement meets with your approval, please sign below and return one of the two originals to us.

Yours truly,

Robert E. Hayes

FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC.

By:____

Paula J. Sims

Title

Vice Fresident Regulated Fuels



July 7, 2005

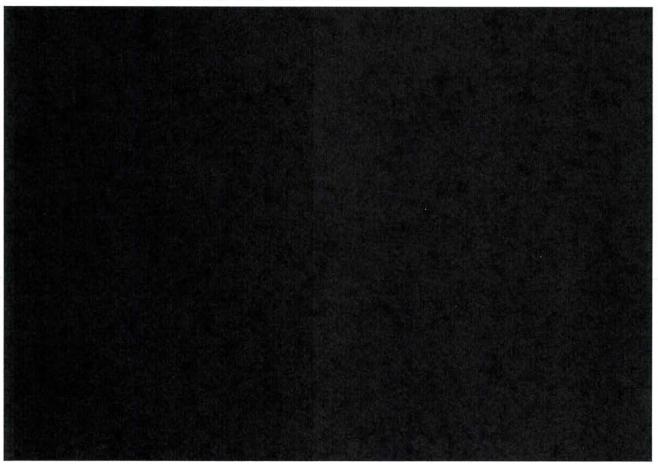
REDACTED

Progress Energy Florida, Inc. P.O. Box 1551 PEB 10 Raleigh, NC 27602

Attention: Pamela Murphy

Re: Amendment to FTS-2 Contract Number 5935 (dated May 1, 2001)

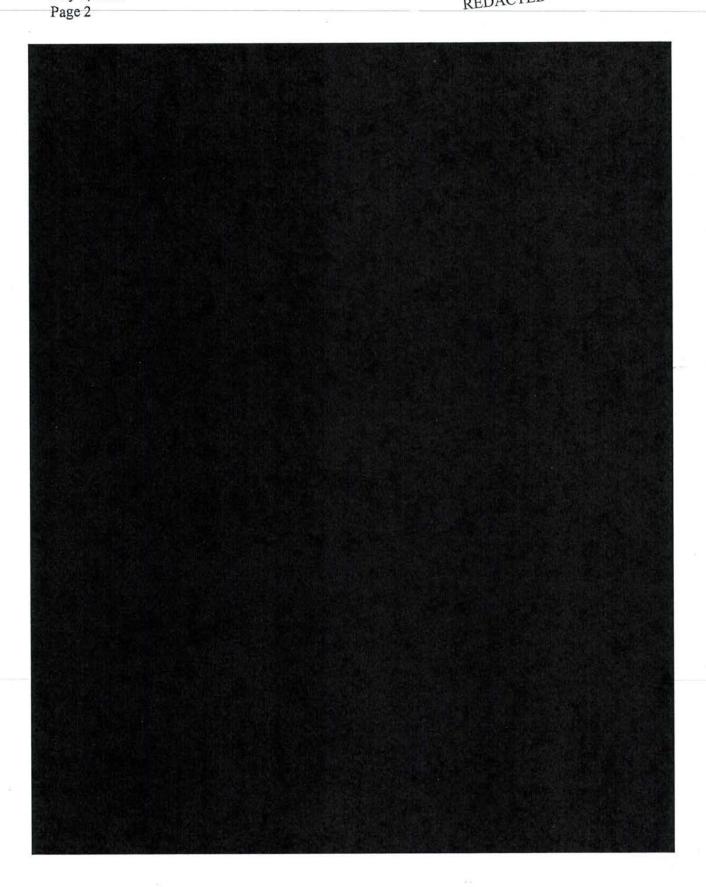
On December 21, 2004, the Commission approved a Stipulation and Agreement of Settlement ("Settlement") filed by Florida Gas Transmission Company ("FGT") which resolved all issues in Docket No. RP04-12-000. Because no party requested rehearing of the December 21 Order as of January 20, 2005, the Settlement became effective March 1, 2005. As stated in the Settlement (Article VII, Section 1):



COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION Contract Amendment Letter

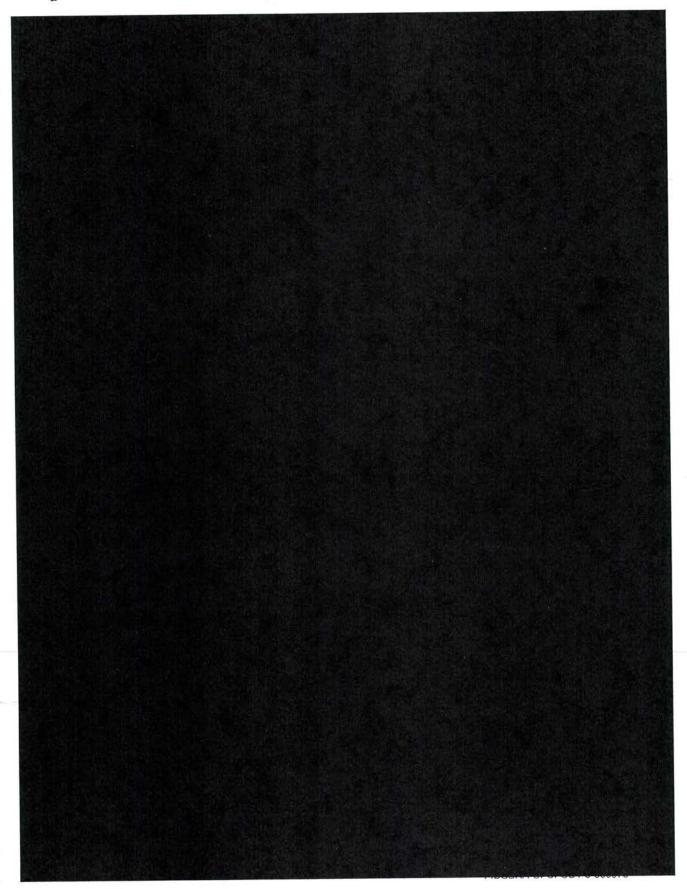
July 7, 2005

REDACTED



Contract Amendment Letter July 7, 2005 Page 3

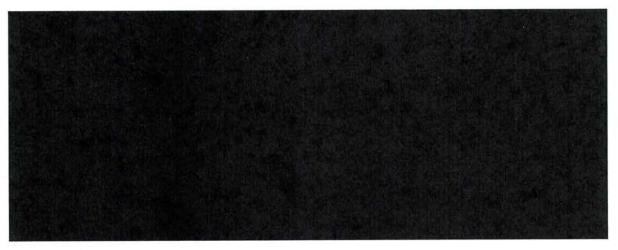
REDACTED



Contract Amendment Letter July 7, 2005

REDACTED

Page 4



- The parties agree that, except as revised herein, the contract shall remain in full force and effect as executed (or as amended, if applicable).
- This amendment shall be effective as of April 1, 2004. 3.

Please sign below, as evidence of your agreement, and return the originals to me. If, however, you elect not to have a rate cap, you may return the amendment to me so advising. If you have any questions concerning these changes to your contract, please notify me at (713) 989-2569 or at brad.holmes@panhandleenergy.com.

Regards,

Brad Holmes

Vice President, Market Services

Florida Gas Transmission

AGREED: Florida Power Corporation dba Progress Energy Florida, Inc.

By: Value E. Crahe In Date

Name: Kyle E. Crahe In Date

Title: Director, Final Strategy & Undination

faula Sims

Faula Sims



FIRM TRANSPORTATION SERVICE AGREEMENT RATE SCHEDULE FTS-2

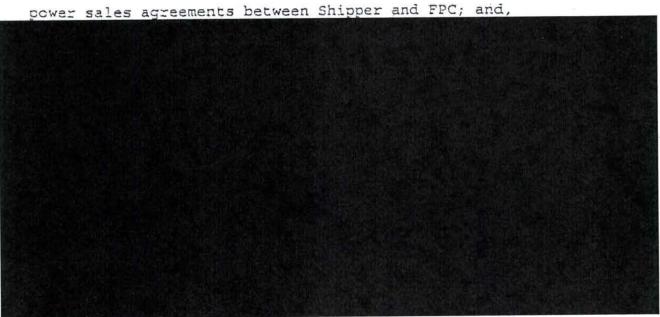
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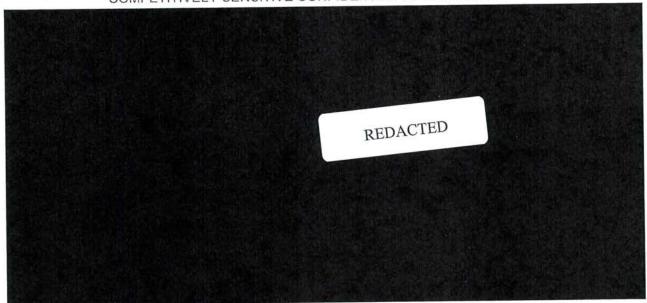
THIS AGREEMENT, dated as of into this 30th day of December, 1993, is by and between Florida Gas Transmission Company, a Delaware corporation ("Transporter"), and Tiger Bay Limited Partnership, a Delaware limited partnership (successor-in-interest to Destec Energy, Inc.) ("Shipper").

WITNESSETH:

WHEREAS, Transporter and Destec Energy, Inc. ("Destec")
entered into a Firm Transportation Service Agreement dated February
21, 1992, for service under Rate Schedule FTS-2 of Transporter's
F.E.R.C. Gas Tariff ("FTS-2 Agreement"); and,

WHEREAS, Shipper Mas advised Transporter of its plans to develop, construct, own, and operate a cogeneration powerplant located in Polk County, Florida ("Project") to supply power to Florida Power Corporation ("FPC") pursuant to certain long-term





NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I Definitions

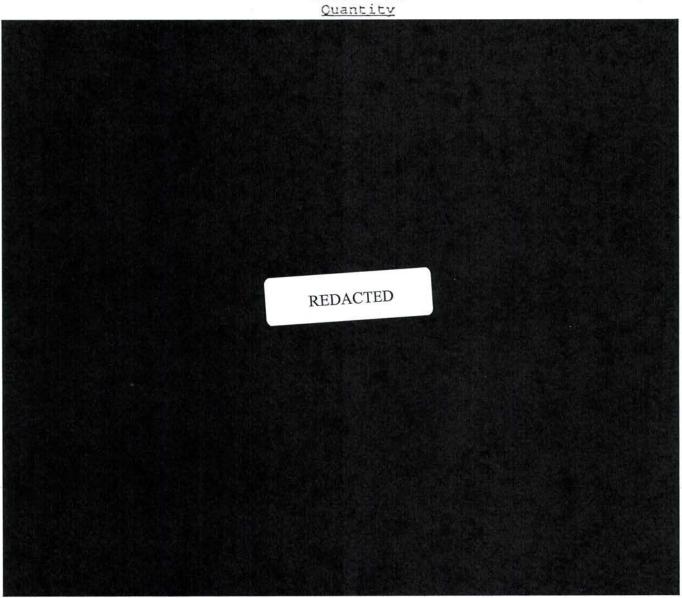
In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-2, the following terms when used herein shall have the meanings set forth below:

- 1.1 The term "Gas" shall mean pipeline quality natural gas which complies with the quality provisions set forth in the General Terms and Conditions of Transporter's effective FERC Gas Tariff, Volume No. 1, and includes gas well gas, casinghead gas and residue gas remaining after processing thereof.
- 1.2 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 3.3

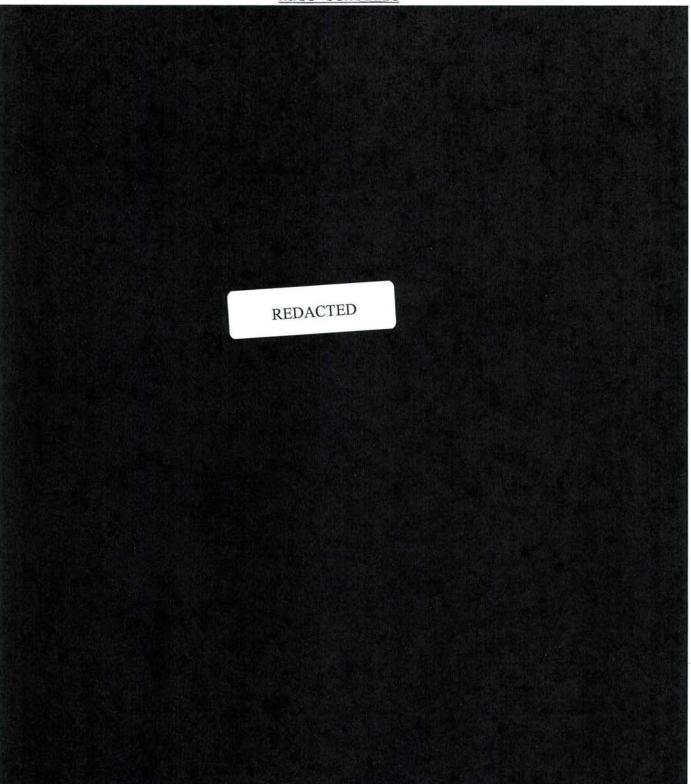
hereof or in compliance with any final FERC order affecting such rate schedule.

1.3 The term: "FERC" or "Commission" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II Quantity



ARTICLE III Rate Schedule

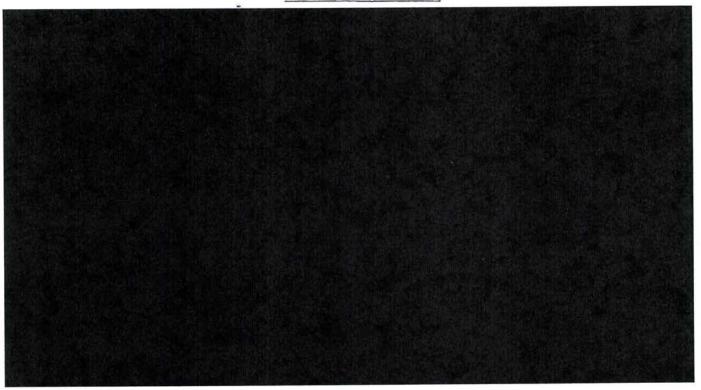


DUKE ENERGY FLORIDA In re: Petition for Determination of Need for Citrus County Combined Cycle Power Plant Docket 140110-EI Fourth Request for Confidential Classification

Documents bearing Bates Numbers 14BGBRA-OPCPOD1-6-000086 through 14BGBRA-OPCPOD1-6-000088 in their entirety

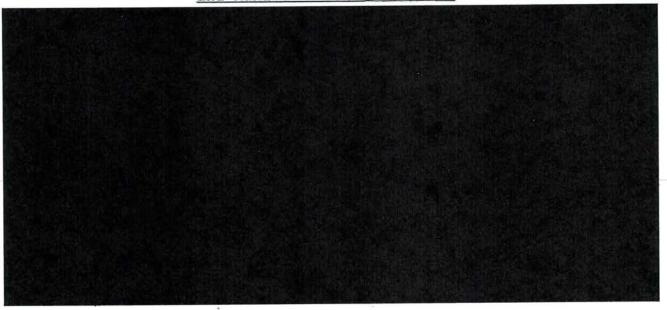
REDACTED

ARTICLE IV
Term of Agreement



ARTICLE V

Receipt and Delivery Point(s)
and Maximum Daily Quantities



ARTICLE VI Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Florida Gas Transmission Company

P. 0. Box 1188

Houston, Texas 77251-1188

Attention: Marketing Administration Department

Fax No. (713) 853-7656

Shipper:

Tiger Bay Limited Partnership

c/o Destec Energy, Inc.

P. O. Box 4411

Houston, Texas 77210-4411

· Attention: Manager, Fuel Supply

Fax: (713) 735-4069

PAYMENT BY WIRE TRANSFER

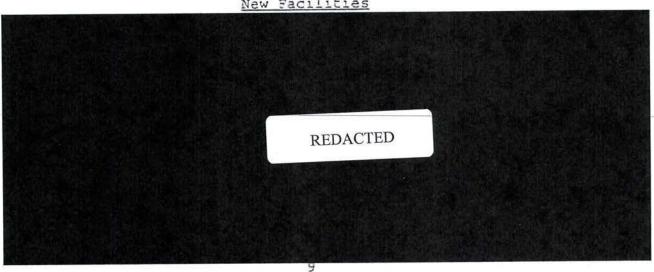
Transporter: Florida Gas Transmission Company

NationsBank ABA No.

Account No.

Charlotte, North Carolina

ARTICLE VII New Facilities

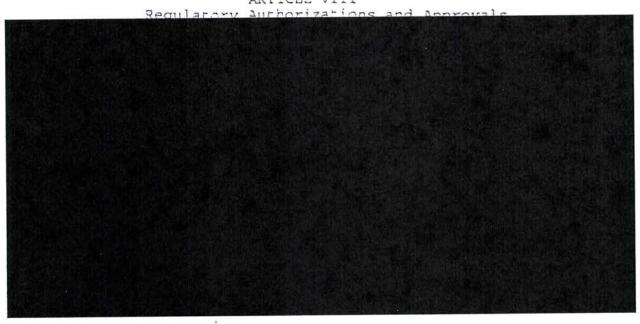


DUKE ENERGY FLORIDA In re: Petition for Determination of Need for Citrus County Combined Cycle Power Plant Docket 140110-EI Fourth Request for Confidential Classification

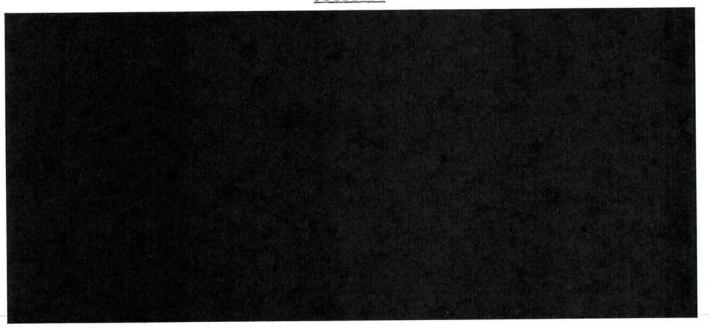
Documents bearing Bates Numbers 14BGBRA-OPCPOD1-6-000091 in its entirety

REDACTED

ARTICLE VIII



ARTICLE IX
Pressure



ARTICLE X Other Provisions

DUKE ENERGY FLORIDA In re: Petition for Determination of Need for Citrus County Combined Cycle Power Plant Docket 140110-EI Fourth Request for Confidential Classification

Documents bearing Bates Numbers 14BGBRA-OPCPOD1-6-000093 through 14BGBRA-OPCPOD1-6-000094 in their entirety





In the event the conditions set forth in this Article X are not satisfied, this Agreement shall be deemed null and void upon written notice by Transporter to Shipper.

ARTICLE XI <u>Miscellanecus</u>

11.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided, however, neither party shall assign this Agreement or any of its rights or

REDACTED

EXHIBIT A

TO

FIRM TRAMSPORTATION SERVICE AGREEMENT (FTS-2)

BETWEEN

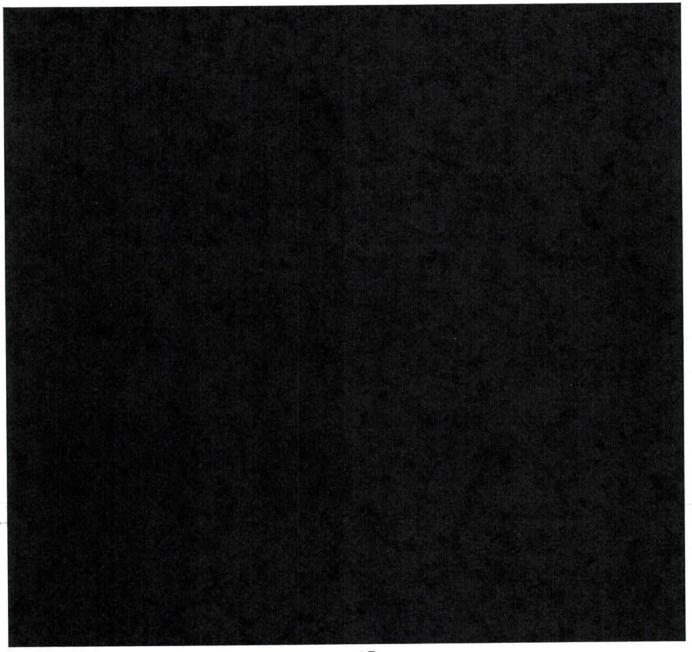
FLORIDA GAS TRANSMISSION COMPANY

AND

TIGER BAY LIMITED PARTNERSHIP

DATED

December 30, 1993



REDACTED

EXHIBIT B

TO

FIRM TRANSPORTATION SERVICE AGREEMENT (FTS-2)

BETWEEN

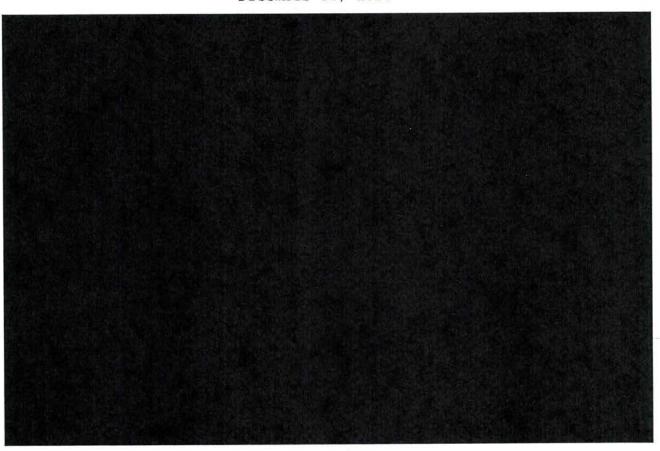
FLORIDA GAS TRANSMISSION COMPANY

AND

TIGER BAY LIMITED PARTNERSHIP

DATED

December 30, 1993



Florida Gas Transmission Company

P.O. Box 4967 Houston, TX 77210-4967 (713) 989-7000

September 7, 2005

Progress Energy Florida, Inc. 410 South Wilmington St. PEB 10A Raleigh, NC. 27601

Attention: John Trimble

Re: Amendment to FTS-2 Contract Number 5295 (dated December 30, 1993)

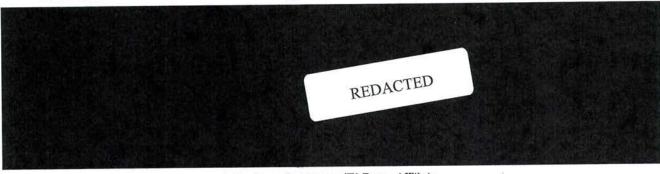
On December 21, 2004, the Commission approved a Stipulation and Agreement of Settlement ("Settlement") filed by Florida Gas Transmission Company ("FGT") which resolved all issues in Docket No. RP04-12-000. Because no party requested rehearing of the December 21 Order as of January 20, 2005, the Settlement became effective March 1, 2005. As stated in the Settlement (Article VII, Section 1):

"All FTS-2 shippers that are Settling Parties shall be entitled to the rate caps as heretofore stated in their FTS-2 transportation service agreements or as stated in the Phase IV Settlement (approved in Docket No. CP99-94), the pertinent provisions of which are attached hereto as Appendix D; provided, however, that this Article VII, Section 1 shall not impose a rate cap provision on any FTS-2 shipper that notifies FGT that the shipper does not desire to have a rate cap provision."

Article VII, Section 6 of the Settlement provides that the language of the rate cap amendment:

"shall conform substantially to Section 4.3 of the standard form of FTS-2 service agreement in the Tariff, as revised in accordance with the pro forma Tariff sheets in Appendix E, except that the amendments shall not include the reference to Capital surcharge set forth in subsection (e)(ii) on pro forma Sheet No. 533A."

Accordingly, unless you notify FGT that you do not want a rate cap provision, the contract listed above will be amended as follows, pursuant to the Settlement.



A Panhandle Energy/El Paso Affiliate

DUKE ENERGY FLORIDA In re: Petition for Determination of Need for Citrus County Combined Cycle Power Plant Docket 140110-EI Fourth Request for Confidential Classification

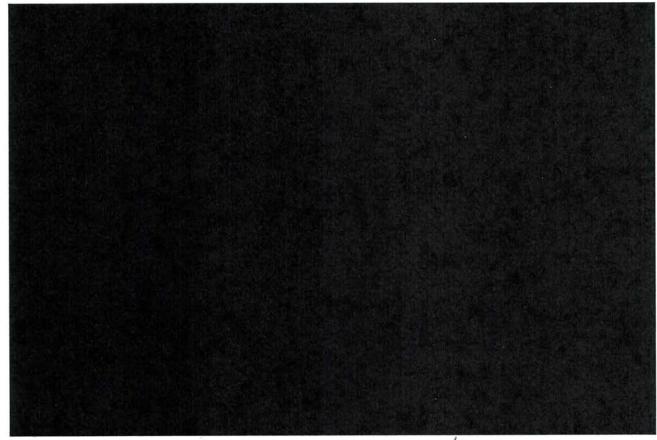
Documents bearing Bates Numbers
14BGBRA-OPCPOD1-6-000102
through
14BGBRA-OPCPOD1-6-000103
in their entirety

(Page 1 of 1)

FIRST REVISED EXHIBIT A
TO
FIRM TRANSPORTATION SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY
AND
TIGER BAY LIMITED PARTNERSHIP
DATED

DECEMBER 30, 1993

REDACTED



TIGER BAY LIMITED PARTNERSHIP	FLORIDA-GAS TRANSMISSION COMPAN	Y
By: W () De of hu	Byc P.E. & Dyes	-XQ,
Title: VICE PRESIDENT	REVIAYES - FIRST TITLE: REVIAYES - FIRST TITLE: - REVIAYES	dy
Attest:	_	
Title:		
Date of this Exhibit A: Februa	ary 1, 1995	
Contract No. 5295		

FIRST REVISED EXHIBIT B

TO

FIRM TRANSPORTATION SERVICE AGREEMENT BETWEEN

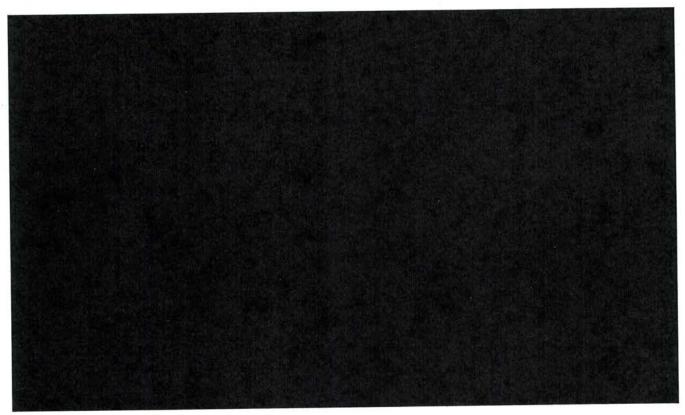
FLORIDA GAS TRANSMISSION COMPANY

AND

TIGER BAY LIMITED PARTNERSHIP DATED

DECEMBER 30, 1993

REDACTED



TIGER BAY LIMITED PARTNERSHIP	FLORIDA GAS TRANSMISSION COMPANY
By: CENTRAL FLORIDA DGE, INC. O. Its General Partner	708
ay:	REHAYES
TILLE VICE PRESIDENT F	Title: WCE PRESIDENT OF MARKETING
Attest:	
fitle: (To be attested if not signed by an officer of the company)	

This First Revised Exhibit B replaces Exhibit B dated December 30, 1993: Effective October 1, 1995

Contract No. 5295

Exhibits/ExBTigerBay

Second Revised Exhibit A

To

Firm Transportation Service Agreement Between

Florida Gas Transmission Company

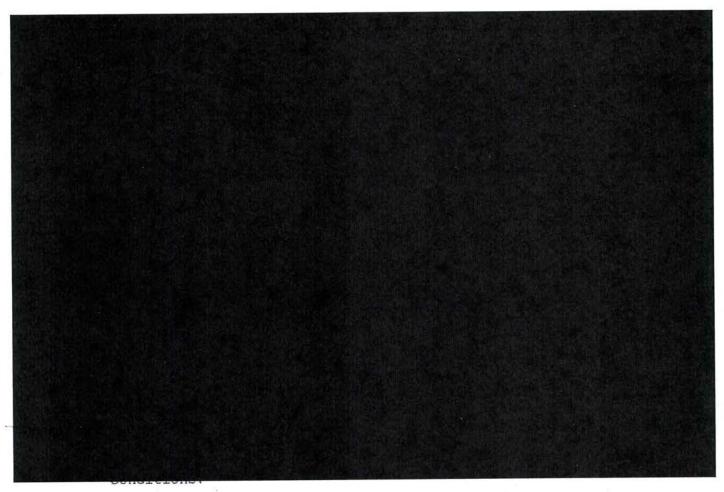
And

Florida Power Corporation

Dated

December 30, 1993

REDACTED



FLORIDA POWER CORPORATION

Title: DIRECTOR

Title: Hassing Suretain (To be attested if not signed by an officer of the company)

FLORIDA GAS TRANSMISSION COMPANY

Title: VICEPRESIDENTOF MARKETING

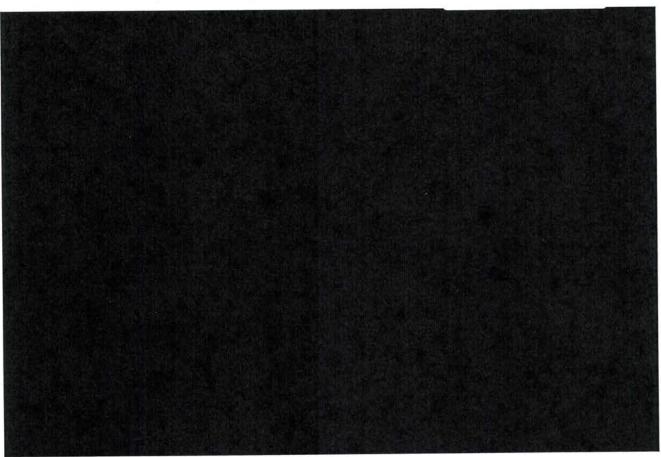
This Second Revised Exhibit A supersedes First Revised Exhibit A dated February 1, 1995: Effective July 45, 1997

Contract No. 5295

Exhibits/ExA5295

Second Revised Exhibit B
To
To
Firm Transportation Service Agreement
Between
Florida Gas Transmission Company
And
Florida Power Corporation
Dated
December 30, 1993

REDACTED



FLORIDA POWER CORPORATION

By: Mohit D. Much

Title: NINECTON FUELS SUPPLY

Attest: Jusq +st. 4/este

Title: # State of 18 fr. (To be attested if not signed by an officer of the company)

FLORIDA GAS TRANSMISSION COMPANY

REHAVES

Title: VICEPRESIDENT OF MARKETING

7/24/97 MM1

This Second Revised Exhibit B replaces First Revised Exhibit B dated October 1, 1995: Effective July 15, 1997

Contract No. 5295

Exhibits/ExBTigerBay

Third Revised Exhibit A
To
Firm Transportation Service Agreement
Between
Florida Gas Transmission Company
And
Florida Power Corporation
Dated
December 30, 1993

REDACTED

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FLORIDA POWER CORPORATION	FLORIDA GAS TRANSMISSION COMPANY
By: Molet D. Mich	BY: CE PRE BAYES VICEPRE DENT OF MARKETING
Title: MARCTON FUELS SUPPLY	Title:
Attest: Kuyly E. West	g
Title: Animant Screen	
by an officer of the company)	

This Third Revised Exhibit A supersedes Second Revised Exhibit A dated July 15, 1997: Effective March 1, 1999

Contract No. 5295

Exhibits/ExA5295

COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION Third Revised Exhibit A

To

Firm Transportation Service Agreement Between

Florida Gas Transmission Company

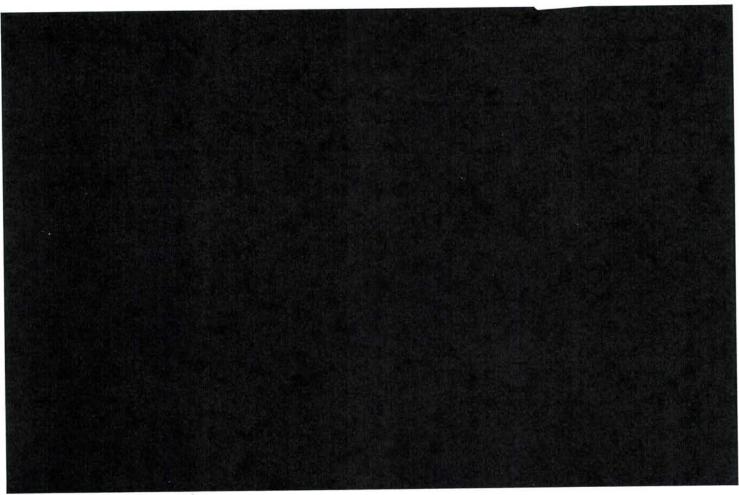
And

Florida Power Corporation

Dated

December 30, 1993

REDACTED



FLORIDA POWER CORPORATION

By: Noht D. Alach

Title: DIRECTOR FUELS SUPPLY

Attest: Perint yuz

Title: And the signed by an officer of the company)

FLORIDA GAS TRANSMISSION COMPANY

Title: VICEPRESIDENTOF MARKETING

This Third Revised Exhibit A supersedes Second Revised Exhibit A dated July 15, 1997: Effective March 1, 1999

Contract No. 5295

Exhibits/ExA5295

COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION P.2/9 To:919 546 2922 DEC-20-2010 14:29 From: Florida Gas Transmission Company, LLC Amendment to Firm Transportation Agreement Date: 12/03/2010 Shipper's Name: FLORIDA POWER CORPORATION d/b/s PROGRESS ENERGY FLORIDA, INC. Contract Number: 5295 Amendment Number: 6 Request Number: 140153 REDACTED The above mentioned Agreement is hereby amended as follows: This agreement, as amended, constitutes the entire agreement between the parties with respect to the subject matter of this Amendment and shall be binding upon and shall ensure to the benefit of the parties hereto and the respective successors and essigns. No promises, agreements or warranties additional to this Amendment other than as may be contained in Florida's tariff will be deemed to be part of this Amandment nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties. The effective date of this Amendment is 01/01/2011 Except as amended herein, all provisions of the Agreement are hereby confirmed by the parties to be and remain in full force and effect. FLORIDA ROWER CORRORATION dibia FLORIDA GAS TRANSMISSION COMPANY, LLC PROGRES By Atexande (Sasha) Weintraub Fuels and Power Optimization Cf TILVICE President Date:

Exhibit A

to

Firm Gas Transportation Service Agreement

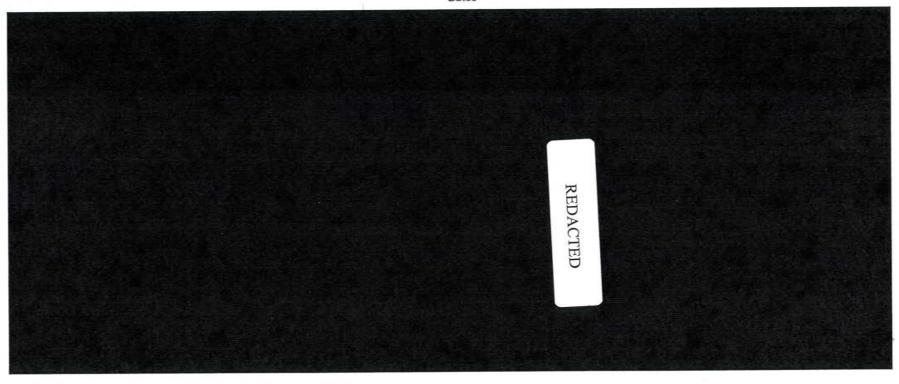
Between

Florida Gas Transmission Company, LLC

and

FLORIDA POWER CORPORATION d/b/a
PROGRESS ENERGY FLORIDA, INC.

Dated



Florida Gas Transmission Company

A Southern Union/El Paso Affiliate

5444 Westheimer Road Houston, TX 77056-5306 P.O. Box 4967 Houston, TX 77210-4967 713.989.7000

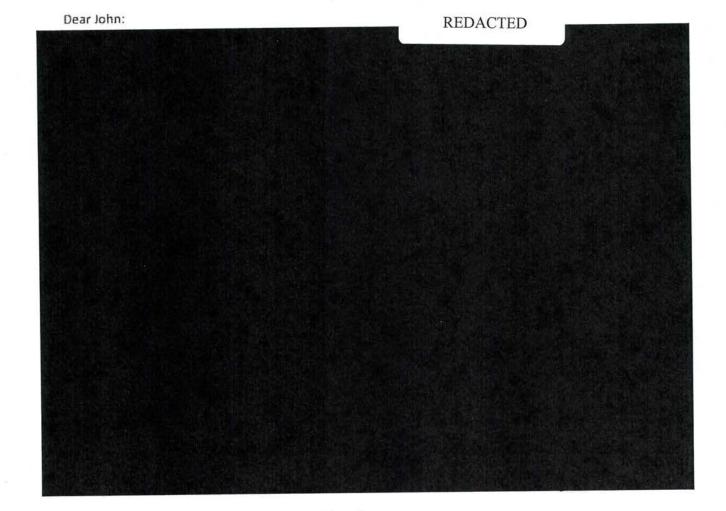
June 2, 2011

Progress Energy Florida, Inc. Fuels & Power Optimization Department 100 E. Davie Street, TPP 9A Raleigh, NC 27601-2088

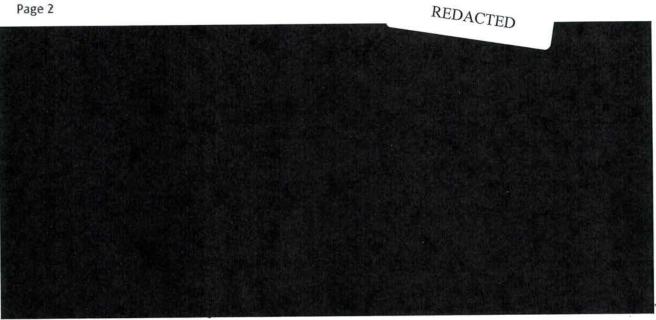
Attn: John Trimble

Re: Amendment to Rate Cap in Rate Schedule FTS-2 Service Agreement No. 5295 pursuant

to Settlement in Docket No. RP10-21-000



Rate Cap Amendment; #5295 June 2, 2011



This amendment is effective April 1, 2011.

Please execute this amendment below as evidence of your agreement and return the originals to me. In the alternative, if you wish to have a new service agreement using the currently effective service agreement, please return this letter agreement and advise me of your wish to use the currently effective form.

If you have any questions concerning these changes to your contract, please contact me at (713) 989-2569 or at brad.holmes@sug.com.

Regards,
Emd John
Brad Holmes
Vice President, Market Services
Florida Gas Transmission Company, LLC
AGREED TO AND ACCEPTED: PROGRESS ENERGY FLORIDA, INC. By
Name: Alexander (Sasha) Weintraub Vice President - Fuels and Power Optimization
Title:
1
Date: June 10 2011

FOR INTERNAL USE ONLY Request No. 168610 Contract No. 5295 Legal Entity No. 5736 DUNS No. 6923700

EXHIBIT C

RATE SCHEDULE FTS-2 SERVICE AGREEMENT BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

DUKE ENERGY FLORIDA, INC.

DATED

03/01/1995

Contract No. 5295

Amendment No. 8

Effective Date of this Exhibit C: 07/01/2014

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

X Realignment of Points

(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)
REDACTED

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

Name: Bradley Holmes

Vice President, Market Services

By:

Title:

COO

Date:

DUKE ENERGY FLORIDA, INC.

Regulated Utilities

REDACTED

EXHIBIT A

TO

RATE SCHEDULE FTS-2 SERVICE AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

DUKE ENERGY FLORIDA, INC.

DATED

03/01/1995

Contract No. 5295

Amendment No. 8

EXHIBIT B

TO

RATE SCHEDULE FTS-2 SERVICE AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

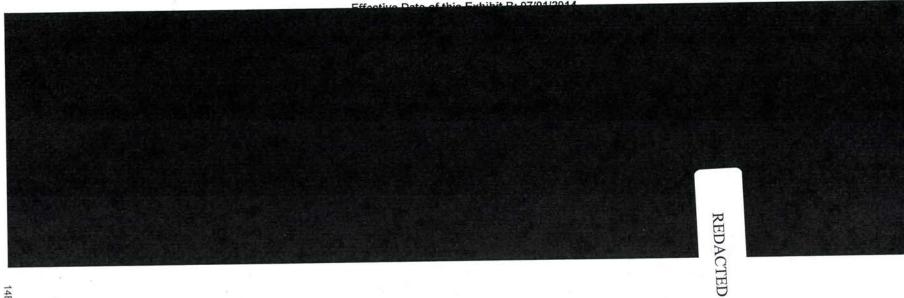
AND DUKE ENERGY FLORIDA, INC.

DATED

03/01/1995

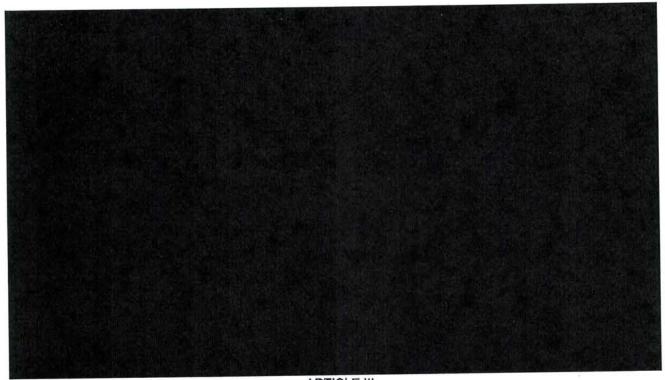
Contract No. 5295

Amendment No. 8

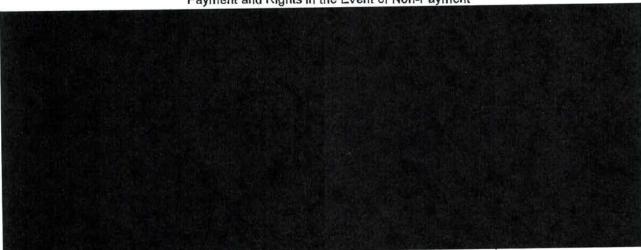


ARTICLE II
Quantity

REDACTED

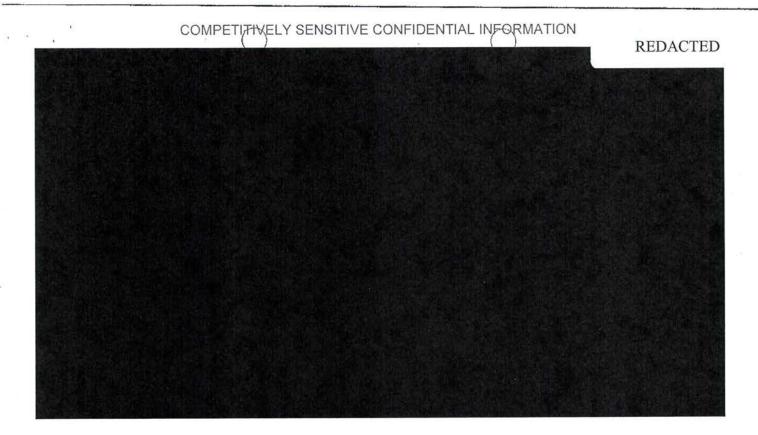


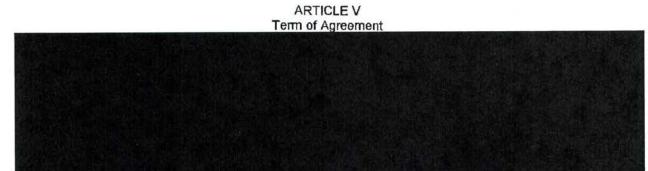
ARTICLE III
Payment and Rights in the Event of Non-Payment



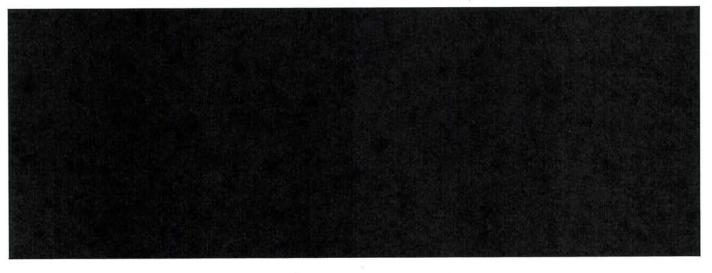
ARTICLE IV
Rights to Amend Rates and Terms and Conditions of Service

2





ARTICLE VI Point(s) of Receipt and Delivery and Maximum Daily Quantities



ARTICLE VII Notices

7.1 All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter:

Florida Gas Transmission Company

P. O. Box 1188

Houston, Texas 77251-1188

Attention: FGT Marketing Services Group

Telephone No. (713) 853-5832 FAX No. (713) 853-6756

Shipper:

Florida Power Corporation One Power Plaza, MAC BB3D St. Petersburg, Florida 33701

Attention: Director, Fuels Supply Department

Telephone No. (727) 826-4350 FAX No. (727) 826-4355

PAYMENT BY WIRE TRANSFER

Transporter:

Florida Gas Transmission Company

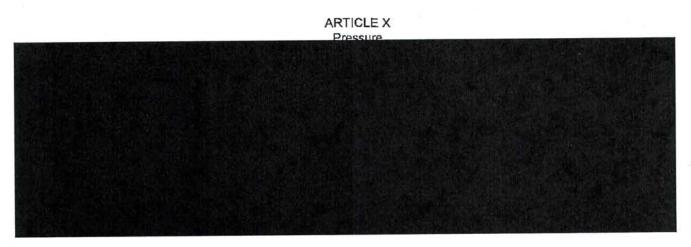
NationsBank ABA No.

Account No. Dallas, Texas

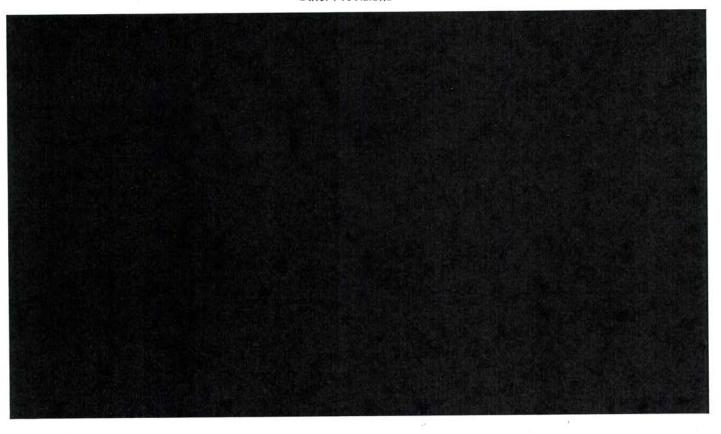
ARTICLE VIII
Facilities

8.1 Not Applicable.

Regulatory Authorizations and Approvals REDACTED



ARTICLE XI Other Provisions



DUKE ENERGY FLORIDA In re: Petition for Determination of Need for Citrus County Combined Cycle Power Plant Docket 140110-EI Fourth Request for Confidential Classification

Documents bearing Bates Numbers
14BGBRA-OPCPOD1-6-000125
through
14BGBRA-OPCPOD1-6-000127
in their entirety

Exhibit A
to

Firm Transportation Service Agreement
Between
Florida Gas Transmission Company
and
Florida Power Corporation
Dated
October 7, 1998

REDACTED

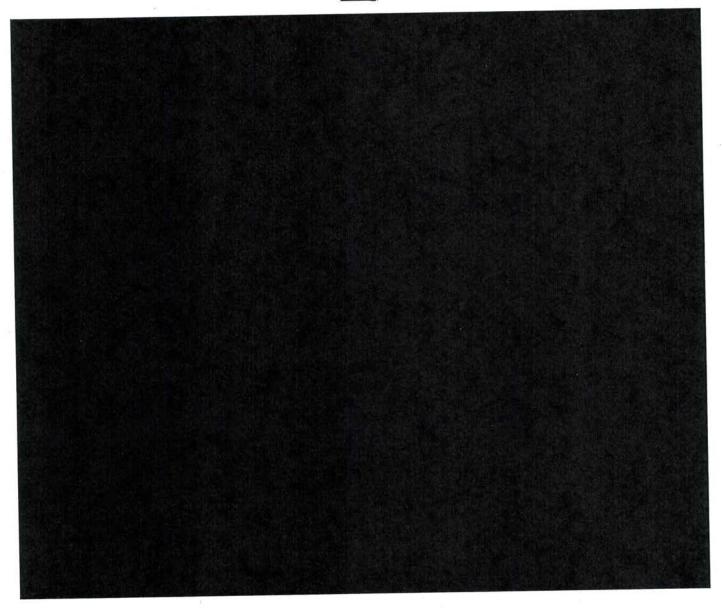
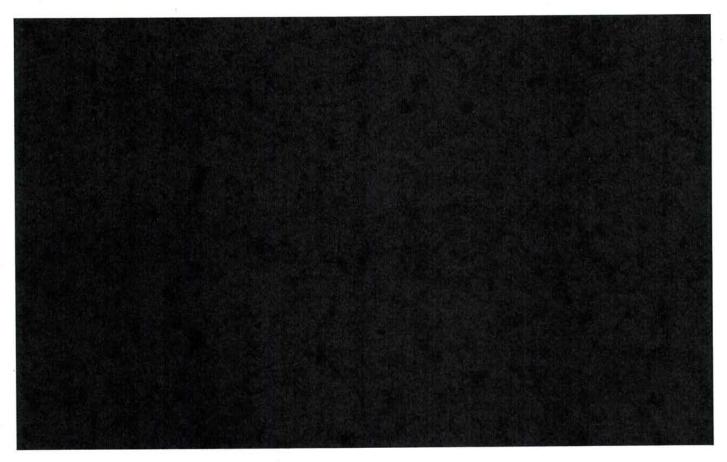


Exhibit B
To
To
Firm Transportation Service Agreement
Between
Florida Gas Transmission Company
and
Florida Power Corporation
Dated
October ___Z__, 1998

REDACTED



Date of this Exhibit B: ______

Contract No. _____



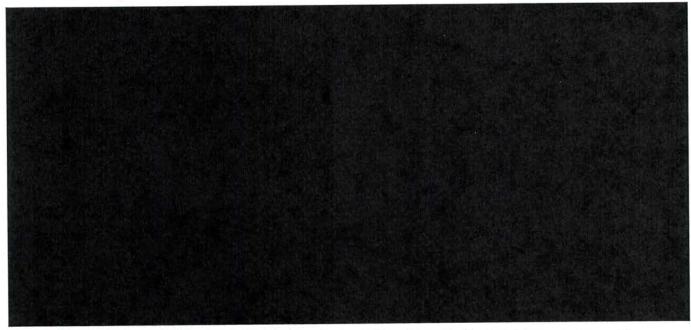
October 7, 1998

Mr. Jack Boatman Director, Market Development Florida Gas Transmission Company Post Office Box 1188 Houston, Texas 77251-1188

Dear Mr. Boatman:

REDACTED

Attached hereto is a Service Agreement (the "Service Agreement") executed by Florida Power Corporation ("Florida Power") for firm transportation service to be provided by Florida Gas Transmission Company ("FGT") through its proposed Phase IV expansion facilities ("Phase IV"). In connection with the execution of the Service Agreement, Florida Power and FGT have agreed as follows:



Please indicate FGT's agreement to the above matters by executing this letter agreement in the space provided for such purpose and returning one executed counterpart to me.



P.O.Box 1188, Houston, TX 77251-1118, (713)-853-6161

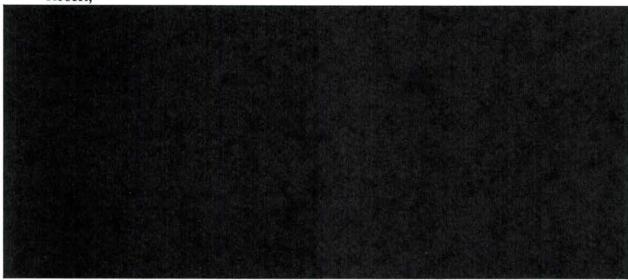
May 5, 2000

Robert Niekum Florida Power Corporation One Power Plaza MACBB3D 263 13th Avenue South St. Petersburg, Florida 33701

REDACTED

RE: Election of Right of First Refusal or Rollover Provision for Phase IV Transportation Service Agreement

Robert;



Sincerely,

Jack Boatman

Director, Market Development

ack Boatman

COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION FPC FUEL 727 826 55 DGT-31-2000(TUE) 15:21 OCT 11 2000 2:25 PM FR E

P. 002 P. 02 03

Original Exhibit A

to

Firm Transportation Service Agreement

Between

Florida Gas Transmission Company

and

Florida Power Corporation

Dated

October 7, 1998

5935 FTS-2

REDACTED

Shipper: FLORIDA POWER CORPORATION

By:

Attest:

Title: (To be allested if not signed by an officer of the company)

Transporter: FLORIDA GASTRANSMISSION COMFANY

RESIDENT OF MARKETING

This Original Exhibit A is effective on the in-service date of the Phase IV Expansion scheduled for May 1,

Title:

FPC 5935 FTS-2 Phase IV

14BGBRA-OPCPOD1-6-000134



Florida Gas Transmission Company

R. E. (Bob) Hayes, Jr. Sr. Vice President & Chief Commercial Officer P.O. Box 4657 Houston, TX 77210-4657 713.853.3162 Fax 713.853.6756 robert.hayes@crosscountryenergy.com

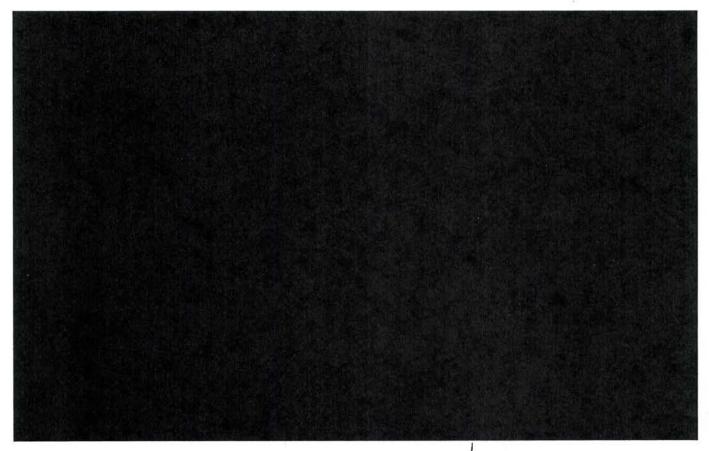
July 28, 2004

Mrs. Pamela Murphy Progress Energy Florida, Inc. P.O. Box 1551, PEB 10A Raleigh, North Carolina 27602-1551

REDACTED

RE: Scheduling Priority for Gas Received by FGT at the Osceola Receipt Point

Dear Mrs. Murphy:



R. E. Hayes

Sr. Vice President & CCO



Florida Gas Transmission Company

R. E. (Bob) Hayes, Jr. Sr. Vice President & Chief Commercial Officer P.O. Box 4657 Houston, TX 77210-4657 713.853.3162 Fax 713.853.6756 robert.hayes@crosscountryenergy.com

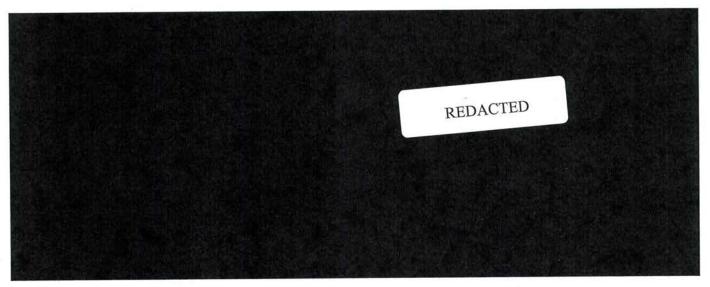
January 31, 2005

Florida Power Corporation d/b/a Progress Energy Florida, Inc. Attention: Ms. Pamela Murphy P. O. Box 1551 410 South Wilmington St., PEB10A Raleigh, North Carolina 27602-1551

Re: Letter Agreement Amending the Firm Transportation Service Agreements by and between Florida Power Corporation, d/b/a Progress Energy Florida, Inc., and Florida Gas Transmission Company: (1) FTS-1 dated April 1, 1998, (2) FTS-2 dated April 1, 1998, (3) FTS-2 dated October 7, 1998, and (4) FTS-2 dated December 2, 2004

Dear Ms. Murphy:

Florida Power Corporation d/b/a Progress Energy Florida, Inc. ("Progress" or "Shipper") and Florida Gas Transmission Company ("FGT") hereby enter into this letter agreement ("Letter Agreement"), regarding the amendment to the referenced existing firm service agreements. In consideration of the premises and mutual covenants set forth herein, FGT and Shipper agree as follows:



Progress Energy Florida MPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION Proposal for Transportation Services January 31, 2005 Page 2

REDACTED

If this Letter Agreement meets with your approval, please sign below and return one of the two originals to us.

Yours truly,

R.E. Hayo 198 DME

FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC.

Name:

Title: Vice Fresident Regulated



July 7, 2005

Progress Energy Florida, Inc. P.O. Box 1551 PEB 10 Raleigh, NC 27602

Attention: Pamela Murphy

Re: Amendment to FTS-2 Contract Number 5935 (dated May 1, 2001)

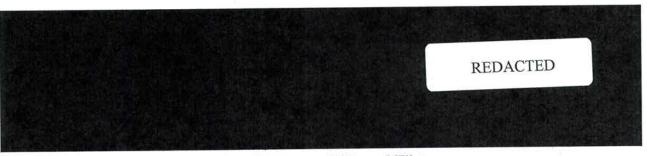
On December 21, 2004, the Commission approved a Stipulation and Agreement of Settlement ("Settlement") filed by Florida Gas Transmission Company ("FGT") which resolved all issues in Docket No. RP04-12-000. Because no party requested rehearing of the December 21 Order as of January 20, 2005, the Settlement became effective March 1, 2005. As stated in the Settlement (Article VII, Section 1):

"All FTS-2 shippers that are Settling Parties shall be entitled to the rate caps as heretofore stated in their FTS-2 transportation service agreements or as stated in the Phase IV Settlement (approved in Docket No. CP99-94), the pertinent provisions of which are attached hereto as Appendix D; provided, however, that this Article VII, Section 1 shall not impose a rate cap provision on any FTS-2 shipper that notifies FGT that the shipper does not desire to have a rate cap provision."

Article VII, Section 6 of the Settlement provides that the language of the rate cap amendment:

"shall conform substantially to Section 4.3 of the standard form of FTS-2 service agreement in the Tariff, as revised in accordance with the pro forma Tariff sheets in Appendix E, except that the amendments shall not include the reference to Capital surcharge set forth in subsection (e)(ii) on pro forma Sheet No. 533A."

Accordingly, unless you notify FGT that you do not want a rate cap provision, the contract listed above will be amended as follows, pursuant to the Settlement.

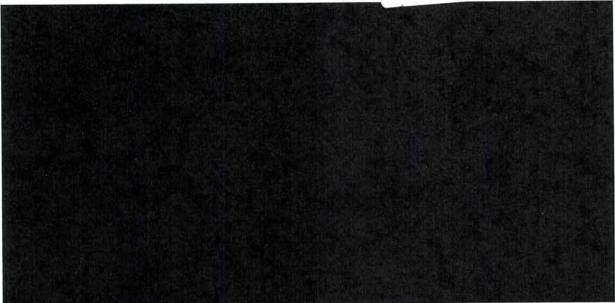


DUKE ENERGY FLORIDA In re: Petition for Determination of Need for Citrus County Combined Cycle Power Plant Docket 140110-EI Fourth Request for Confidential Classification

Documents bearing Bates Numbers
14BGBRA-OPCPOD1-6-000139
through
14BGBRA-OPCPOD1-6-000140
in their entirety

Contract Amendment Letter July 7, 2005 Page 4

REDACTED



This amendment shall be effective as of April 1, 2004. 3.

Please sign below, as evidence of your agreement, and return the originals to me. If, however, you elect not to have a rate cap, you may return the amendment to me so advising. If you have any questions concerning these changes to your contract, please notify me at (713) 989-2569 or at brad.holmes@panhandleenergy.com.

Regards,

Brad Holines

Vice President, Market Services

Florida Gas Transmission

AGREED: Florida Power Corporation dba Progress Energy Florida, Inc.

By: Delate

Name: Fyle E. Crehe In Date

Title: Director, Fuel Strategy & Unfination

faula Sims

Florida Gas Transmission Company

A Southern Union/El Paso Athibati-

5444 Westneimer Road Houston, TX 77056-5306 P.O. Box 4967 Houston, TX 77210-4967 713,989 7000

June 2, 2011

Progress Energy Florida, Inc. Fuels & Power Optimization Department 100 E. Davie Street, TPP 9A Raleigh, NC 27601-2088

Attn: John Trimble

Re:

Amendment to Rate Cap in Rate Schedule FTS-2 Service Agreement No. 5935 pursuant

to Settlement in Docket No. RP10-21-000

Dear John:

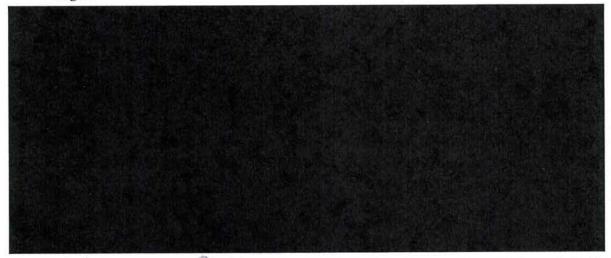
REDACTED

Rate Cap Amendment; #5935

June 2, 2011

Page 2

REDACTED



Except as changed herein, the service agreement referenced above shall remain in full force and effect as executed (or as amended, if applicable).

This amendment is effective April 1, 2011.

Please execute this amendment below as evidence of your agreement and return the originals to me. In the alternative, if you wish to have a new service agreement using the currently effective service agreement, please return this letter agreement and advise me of your wish to use the currently effective form.

If you have any questions concerning these changes to your contract, please contact me at (713) 989-2569 or at brad.holmes@sug.com.

Brad Holmes
Vice President, Market Services
Florida Gas Transmission Company, LLC

AGREED TO AND ACCEPTED:

PROGRESS ENERGY FLORIDA, INC.

By

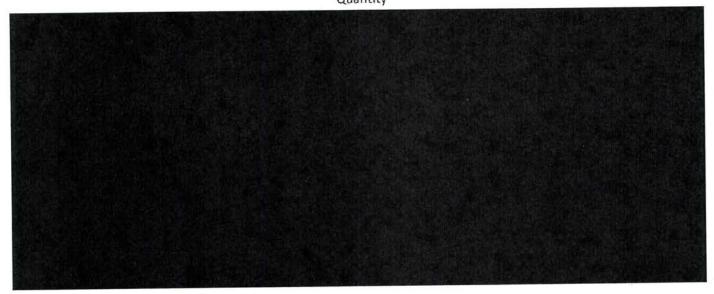
Name: Alexander (Sasha) Weintraub
Vice President - Fuels and Power Optimization

Title:

- 1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.
- 1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

ARTICLE II
Quantity

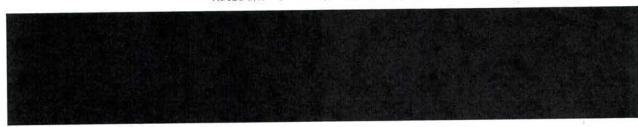
REDACTED



ARTICLE III
Payment and Rights in the Event of Non-Payment



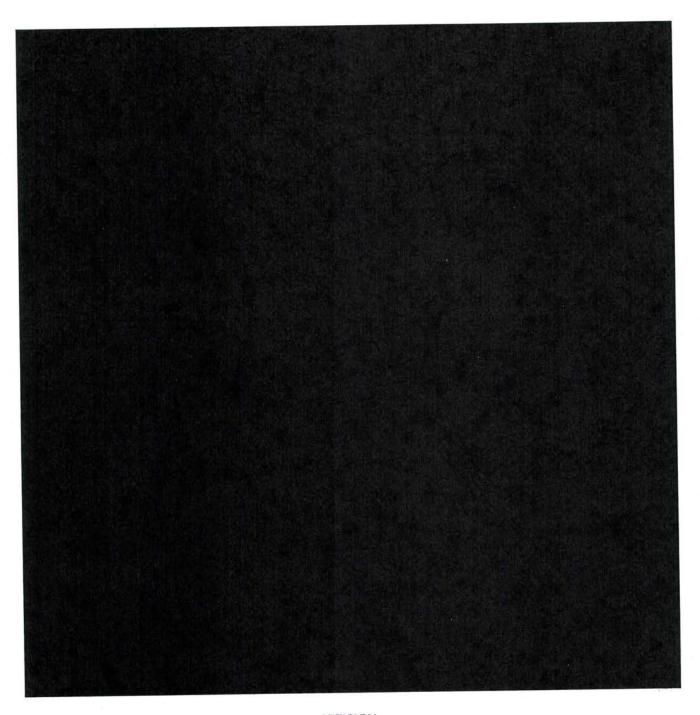
ARTICLE IV
Rates and Terms and Conditions of Service



DUKE ENERGY FLORIDA In re: Petition for Determination of Need for Citrus County Combined Cycle Power Plant Docket 140110-EI Fourth Request for Confidential Classification

Documents bearing Bates Numbers 14BGBRA-OPCPOD1-6-000148 through 14BGBRA-OPCPOD1-6-000149 in their entirety

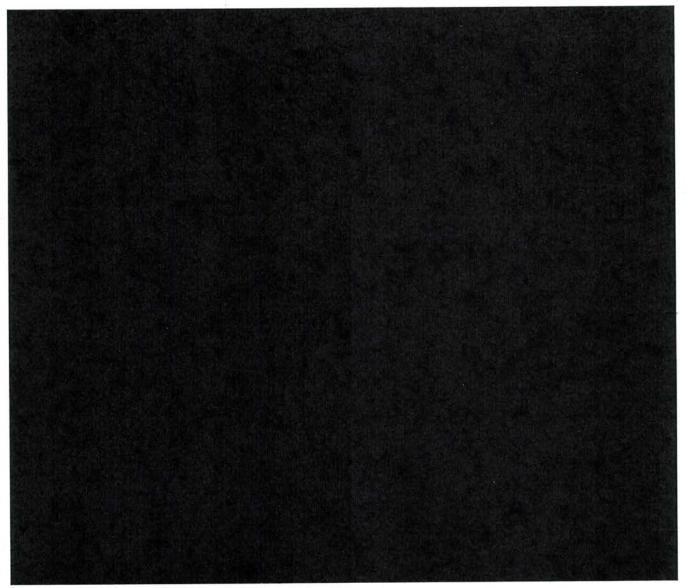
REDACTED



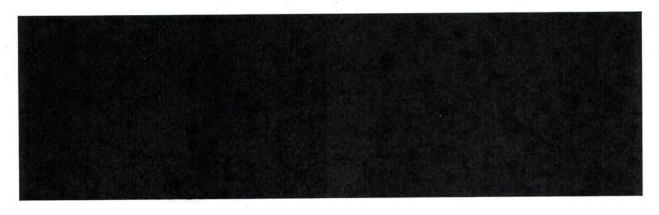
ARTICLE V Term of Agreement



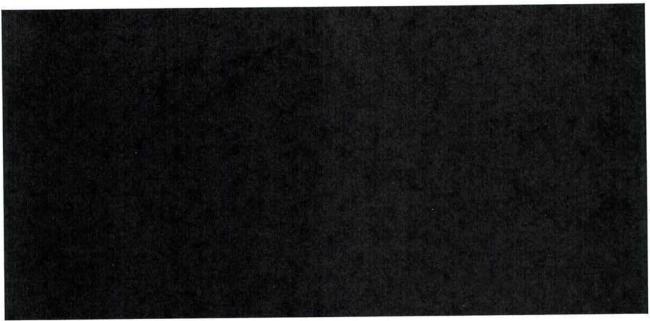
REDACTED



ARTICLE VI
Point(s) of Receipt and Delivery and Maximum Daily Quantities



REDACTED



ARTICLE VII Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter:

Florida Gas Transmission Company, LLC

P. O. Box 4976

Houston, Texas 77210-4976

Attention: FGT Marketing Administration

Telephone No. 713-989-2568

Fax No.713-989-1150

Shipper:

Florida Power Corporation d/b/a Progress Energy Florida, Inc.

100 E. Davie Street, TPP-9

Raleigh, NC 27601

Attention: Director of Gas, Oil and Power Fuels and Power Optimization Department

Telephone No. 919-546-7963

Fax No. 919-546-2922

PAYMENT BY WIRE TRANSFER

Transporter:

Florida Gas Transmission Company, LLC

JP Morgan Chase New York ABA No

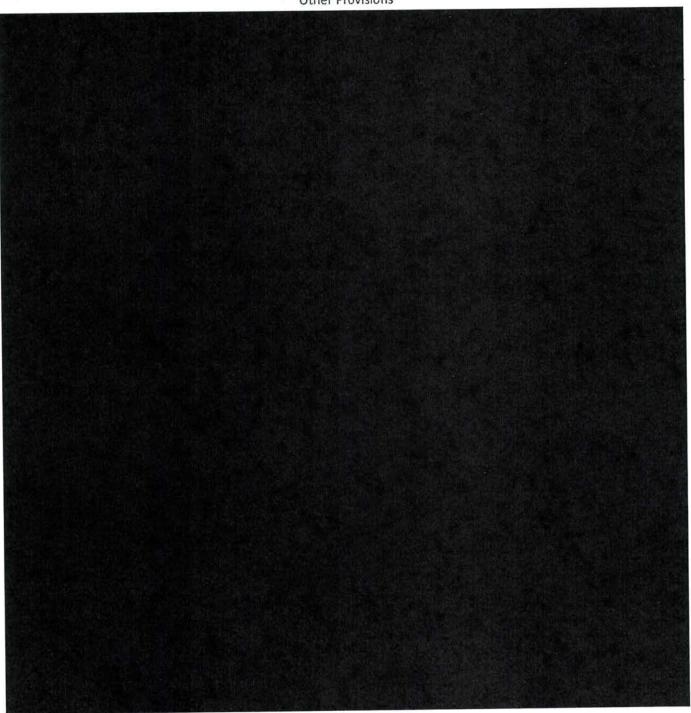
Account

New York, NY

Shipper:				
	Attention:			
		ARTICLE VIII Facilities	REDACTED	ī
	Regulatory	ARTICLE IX Authorizations and A	pprovals	
		ARTICLE X		
	WAX WITH	Pressure		



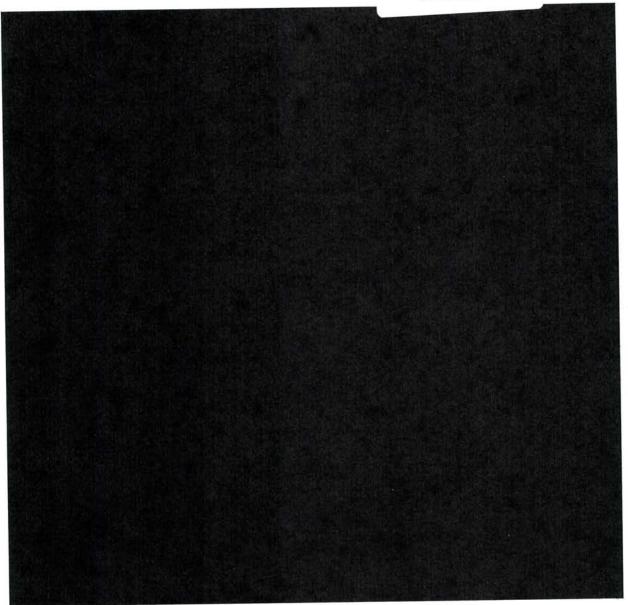
ARTICLE XI Other Provisions



DUKE ENERGY FLORIDA In re: Petition for Determination of Need for Citrus County Combined Cycle Power Plant Docket 140110-EI Fourth Request for Confidential Classification

Documents bearing Bates Numbers 14BGBRA-OPCPOD1-6-000155 in its entirety

REDACTED



ARTICLE XII Miscellaneous

12.1 (a) This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

Exhibit A

to

Firm Gas Transportation Service Agreement

Between

Florida Gas Transmission Company, LLC

and

PROGRESS ENERGY FLORIDA, INC.

Dated

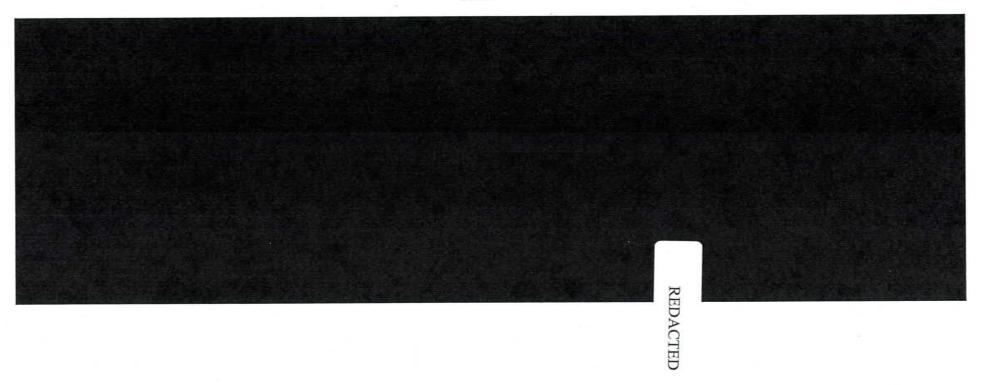


Exhibit B

to

Firm Gas Transportation Service Agreement

Between

Florida Gas Transmission Company, LLC

and

PROGRESS ENERGY FLORIDA, INC.
Dated

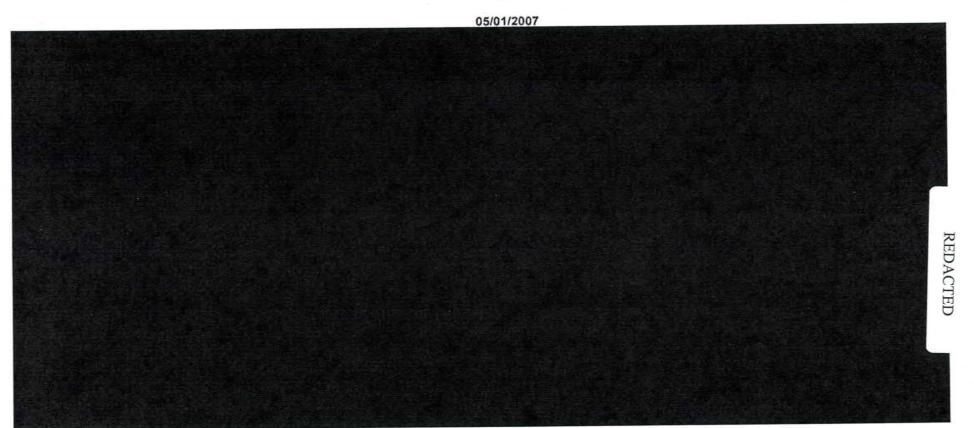


Exhibit A

to

Firm Gas Transportation Service Agreement

Between

Florida Gas Transmission Company, LLC

and

PROGRESS ENERGY FLORIDA, INC.

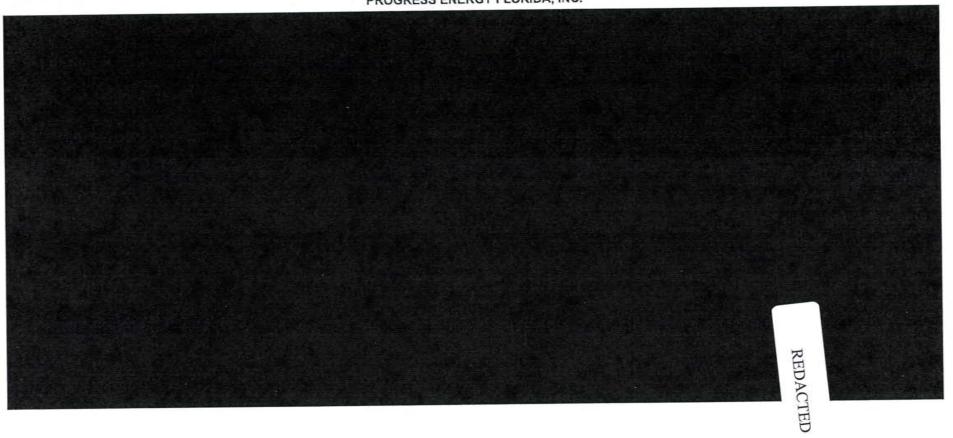


Exhibit B

to

Firm Gas Transportation Service Agreement

Between

Florida Gas Transmission Company, LLC

and

PROGRESS ENERGY FLORIDA, INC.
Dated

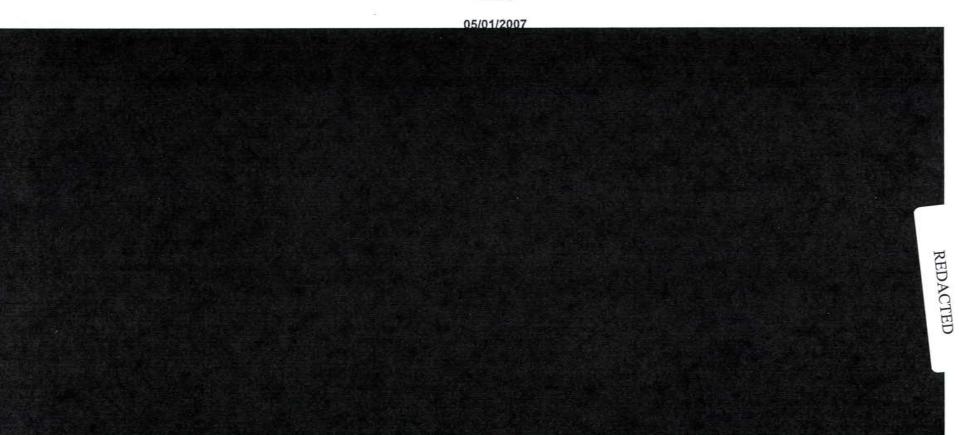


Exhibit A

to

Firm Gas Transportation Service Agreement

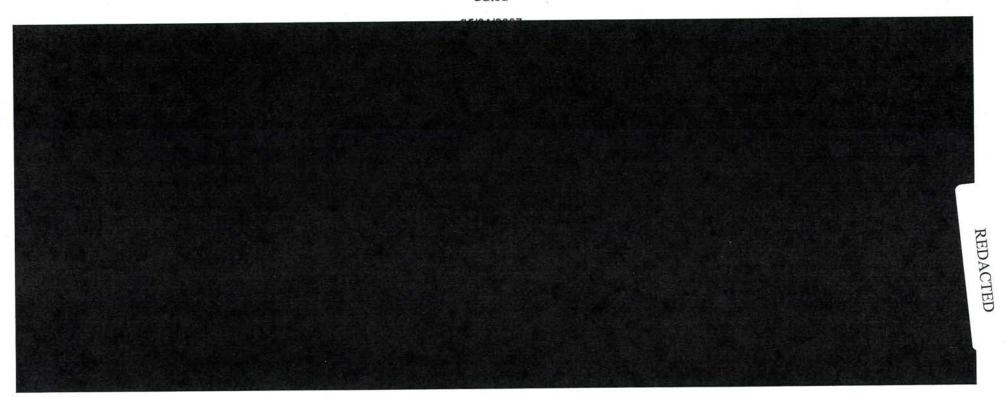
Between

Florida Gas Transmission Company, LLC

and

PROGRESS ENERGY FLORIDA, INC.

Dated



Florida Gas Transmission Company

A Southern Union/El Paso Atfiliate

5444 Westheimer Road Houston, TX 77056-5306 PO Box 4967 Houston, TX 77210-4967 713.989.7000

June 2, 2011

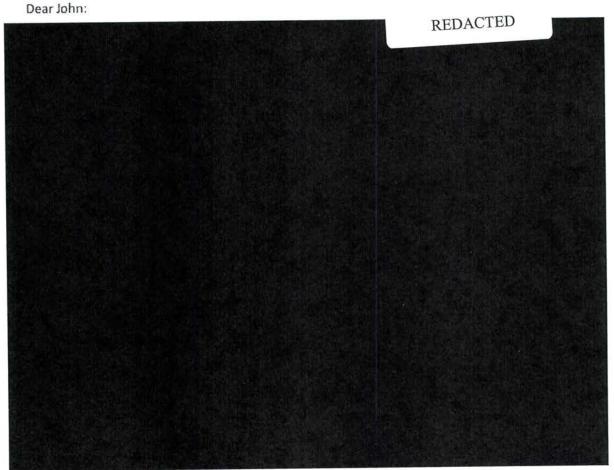
Progress Energy Florida, Inc. Fuels & Power Optimization Department 100 E. Davie Street, TPP 9A Raleigh, NC 27601-2088

Attn: John Trimble

Re:

Amendment to Rate Cap in Rate Schedule FTS-2 Service Agreement No. 106522

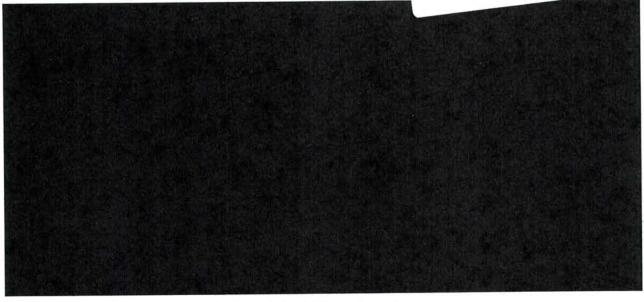
pursuant to Settlement in Docket No. RP10-21-000



Rate Cap Amendment; #106522 June 2, 2011

Page 2

REDACTED



This amendment is effective April 1, 2011.

Please execute this amendment below as evidence of your agreement and return the originals to me. In the alternative, if you wish to have a new service agreement using the currently effective service agreement, please return this letter agreement and advise me of your wish to use the currently effective form.

If you have any questions concerning these changes to your contract, please contact me at (713) 989-2569 or at brad.holmes@sug.com.

Regards,

Brad Holmes

Vice President, Market Services

Florida Gas Transmission Company, LLC

AGREED TO AND ACCEPTED:

PROGRESS ENERGY FLORIDA, INC

Name:

JEFFRY

J. Lyast

Title:

Executive VP

Date:

6/10/11

Florida Gas Transmission Company

A Southern Union / Li Paus Afflican

5444 Vientermer Rose Houston TX 72056 5305 PO Box 4/N)7 Housing TX 77210 4/N)7 713 389 7000

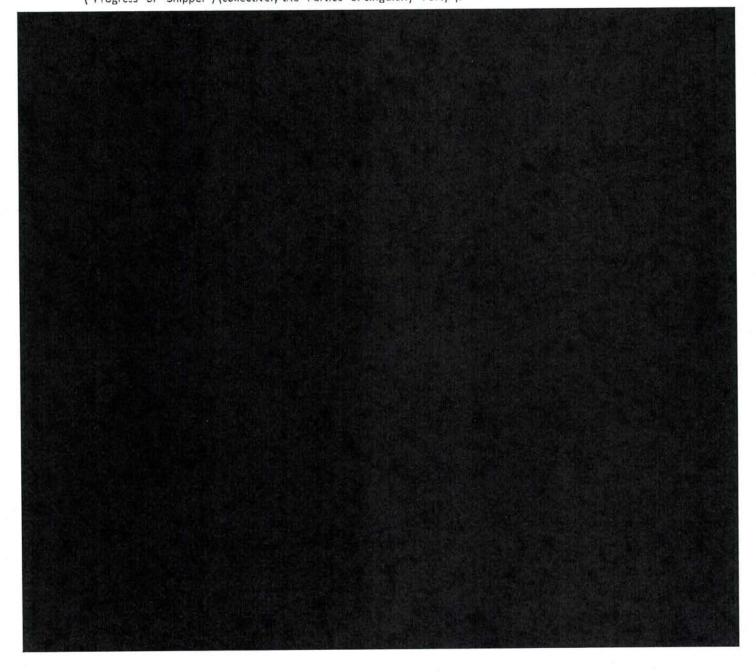
December 15, 2010

Progress Energy Florida, Inc. Attn: John Trimble P.O. Box 1551 410 South Wilmington St., PEB10A Raleigh, N C 27601

REDACTED

Re:

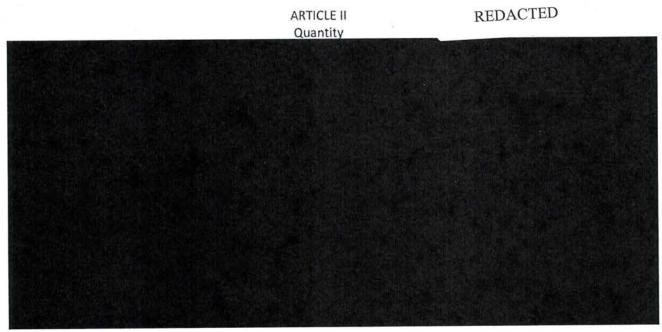
Discount of Rate Under the Firm Transportation (FTS-2 Contract No. 106598) ("Agreement") between Florida Gas Transmission Company, LLC ("FGT" or "Transporter" and Florida Power Corporation d/b/a Progress Energy Florida, Inc. ("Progress" or "Shipper") (collectively the "Parties" or singularly "Party").



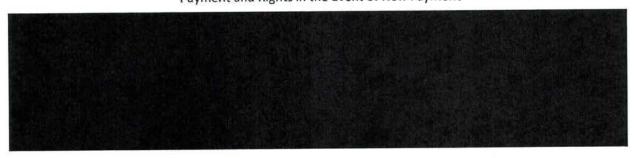
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Name:	. 0	- 18 1K	20.
Title: Vice President &	ссо	MO.,	
FLORIDA POWER CORP	ORATION, d/b/	a PROGRESS E	NERGY FLORIDA, INC
Ву:			<u> </u>
Name: Jeffr Title: Lxecut	ive Vices	resider +	lg.

- 1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.
- 1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.



ARTICLE III
Payment and Rights in the Event of Non-Payment

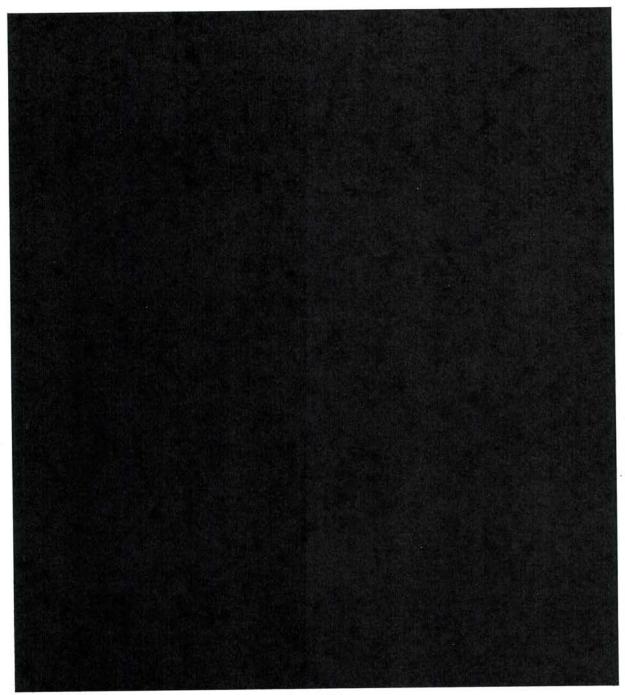


ARTICLE IV
Rates and Terms and Conditions of Service

DUKE ENERGY FLORIDA In re: Petition for Determination of Need for Citrus County Combined Cycle Power Plant Docket 140110-EI Fourth Request for Confidential Classification

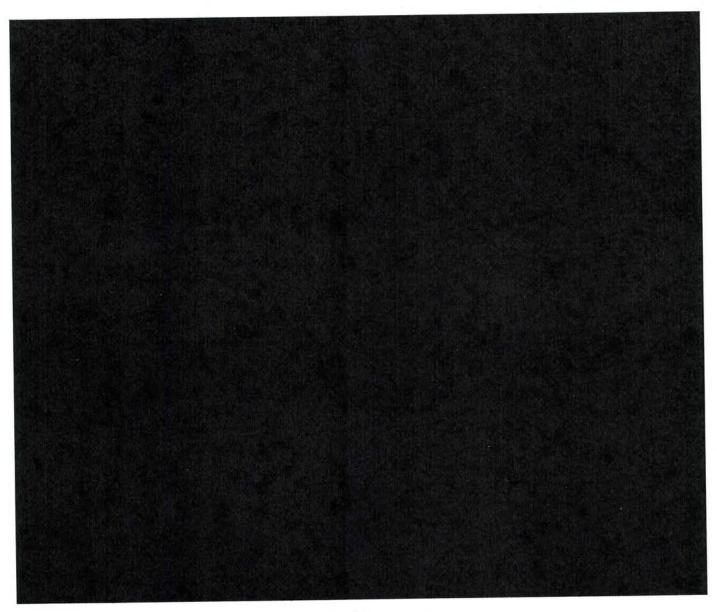
Documents bearing Bates Numbers
14BGBRA-OPCPOD1-6-000170
through
14BGBRA-OPCPOD1-6-000171
in their entirety

REDACTED



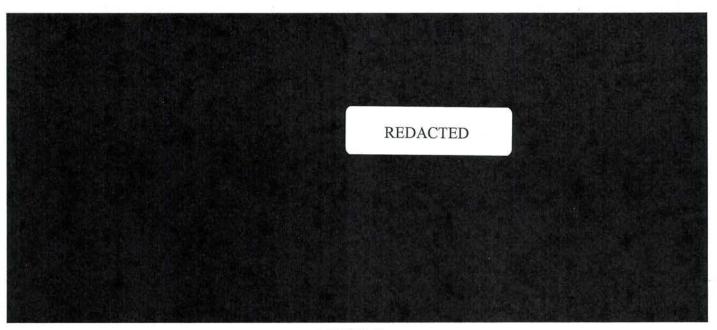
ARTICLE V
Term of Agreement

REDACTED



ARTICLE VI
Point(s) of Receipt and Delivery and Maximum Daily Quantities





ARTICLE VII Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter:

Florida Gas Transmission Company, LLC

P. O. Box 4976

Houston, Texas 77210-4976

Attention: FGT Marketing Administration

Telephone No. 713-989-2568

Fax No.713-989-1150

Shipper:

Florida Power Corporation d/b/a Progress Energy Florida, Inc.

100 E. Davie Street, TPP-9

Raleigh, NC 27601

Attention: Director of Gas, Oil and Power Fuels and Power Optimization Department

Telephone No. 919-546-7963

Fax No. 919-546-2922

PAYMENT BY WIRE TRANSFER

Transporter:

Florida Gas Transmission Company, LLC

JP Morgan Chase New York ABA No

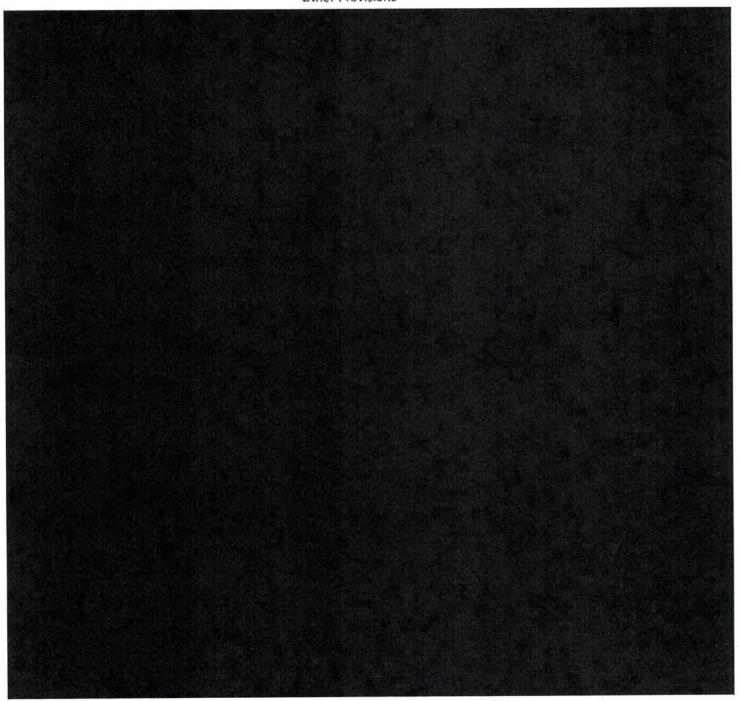
Account No.

New York, NY

cl.		
Shipper:		REDACTED
	Attention:	REDACTED
	Attention.	
	ARTICLE VIII	
	Facilities	PERSONAL PROPERTY OF THE PROPE
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	ARTICLE IX	Approvals
	Regulatory Authorizations and	Approvais
ALIEN SERVICES		
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	ARTICLE X	
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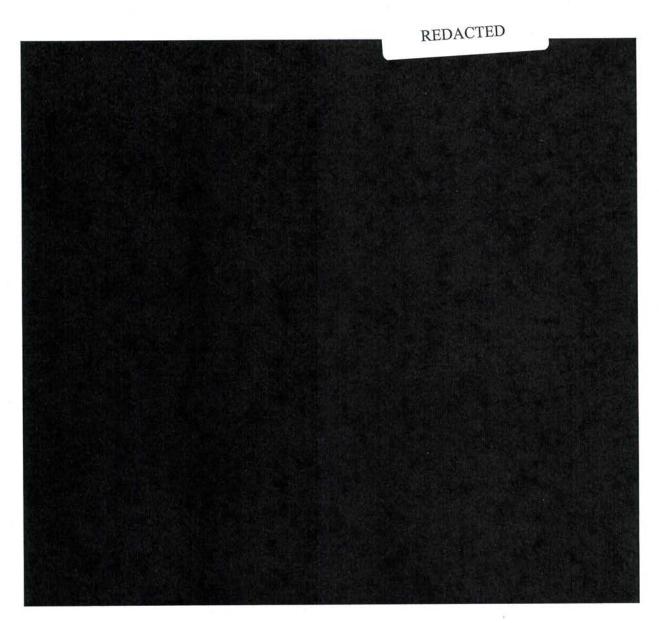


ARTICLE XI Other Provisions



DUKE ENERGY FLORIDA In re: Petition for Determination of Need for Citrus County Combined Cycle Power Plant Docket 140110-EI Fourth Request for Confidential Classification

Documents bearing Bates Numbers 14BGBRA-OPCPOD1-6-000177 in its entirety



ARTICLE XII Miscellaneous

12.1 (a) This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

Exhibit A

to

Firm Gas Transportation Service Agreement

Between

Florida Gas Transmission Company, LLC

and

PROGRESS ENERGY FLORIDA, INC.

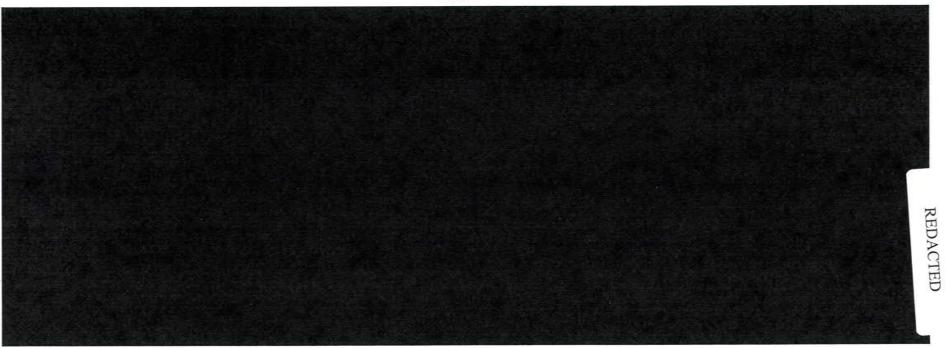


Exhibit B

to

Firm Gas Transportation Service Agreement

Between

Florida Gas Transmission Company, LLC

and

PROGRESS ENERGY FLORIDA, INC.

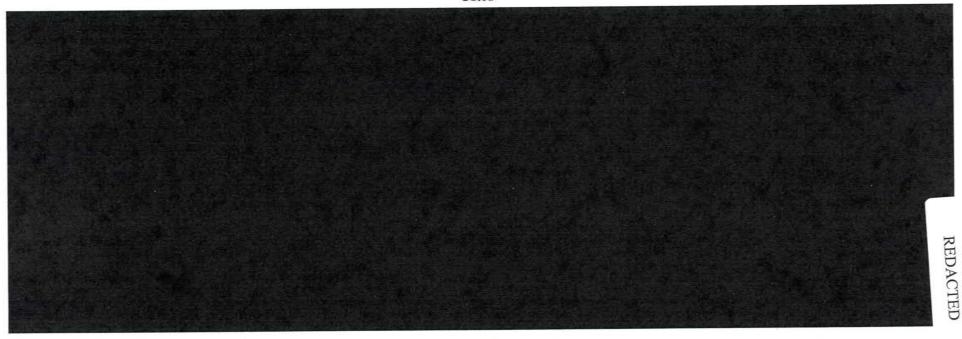


Exhibit A

to

Firm Gas Transportation Service Agreement

Between

Florida Gas Transmission Company, LLC

and

PROGRESS ENERGY FLORIDA, INC.

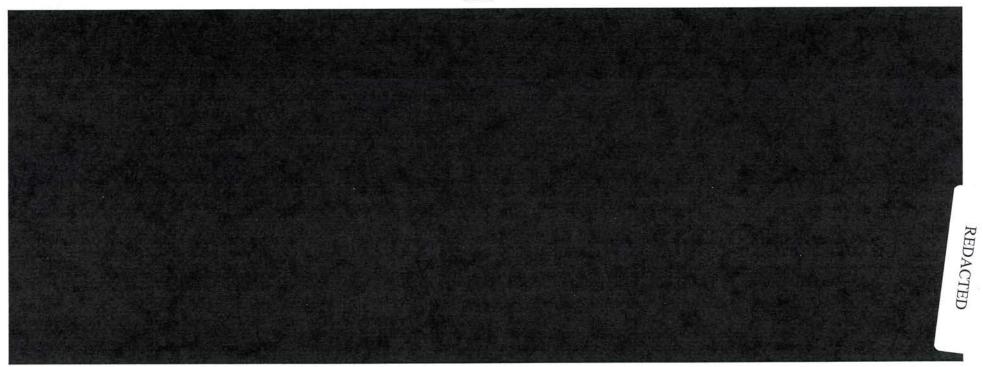


Exhibit B

to

Firm Gas Transportation Service Agreement

Between

Florida Gas Transmission Company, LLC

and

PROGRESS ENERGY FLORIDA, INC.

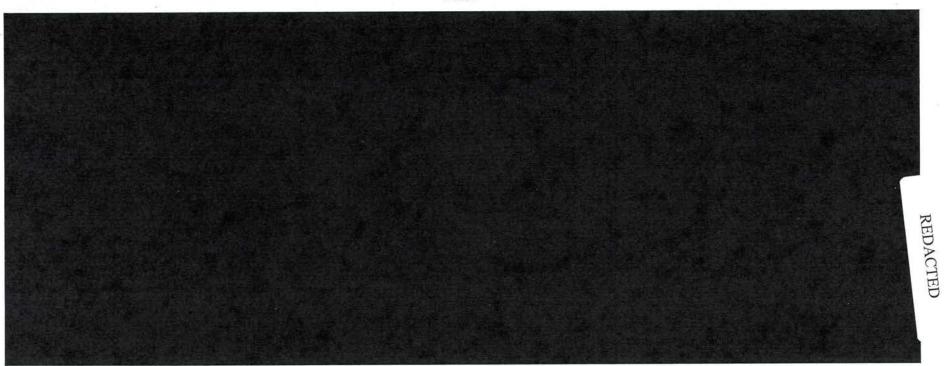


Exhibit A

to

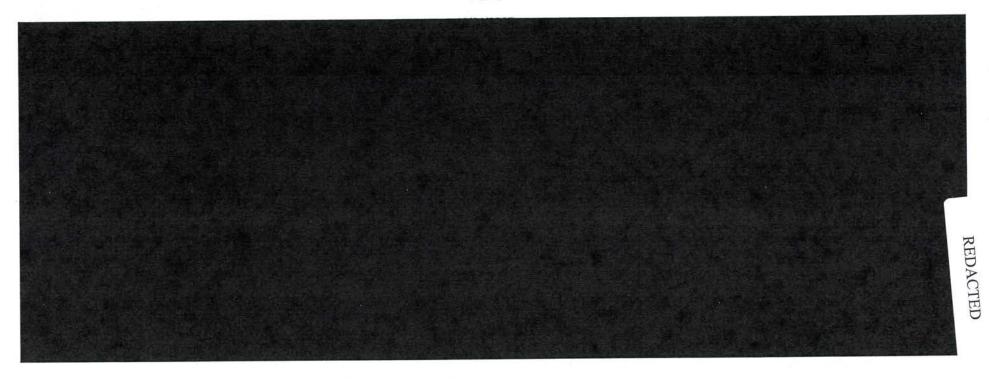
Firm Gas Transportation Service Agreement

Between

Florida Gas Transmission Company, LLC

and

PROGRESS ENERGY FLORIDA, INC.



Page n

Exhibit B

to

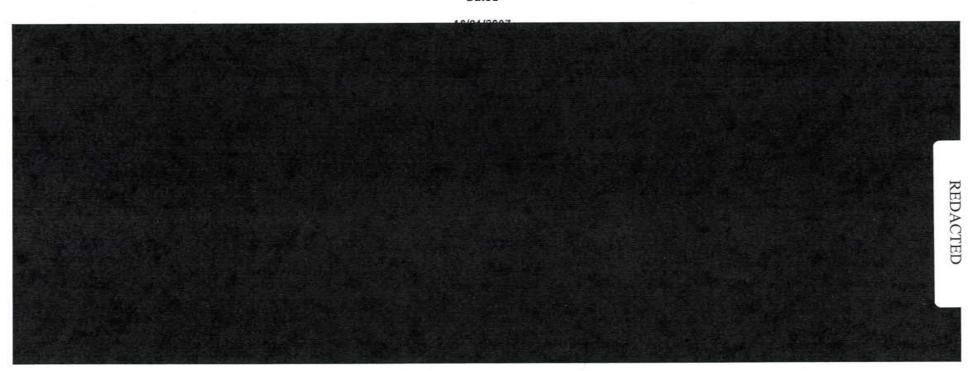
Firm Gas Transportation Service Agreement

Between

Florida Gas Transmission Company, LLC

and

PROGRESS ENERGY FLORIDA, INC.



Florida Gas Transmission Company

A Southern Union/El Paso Afficiate

5444 Westheimer Road Houston, TX 77056-5306 P.O. Box 4967 Houston, TX 77210 4967 713.989.7000

June 2, 2011

Progress Energy Florida, Inc. Fuels & Power Optimization Department 100 E. Davie Street, TPP 9A Raleigh, NC 27601-2088

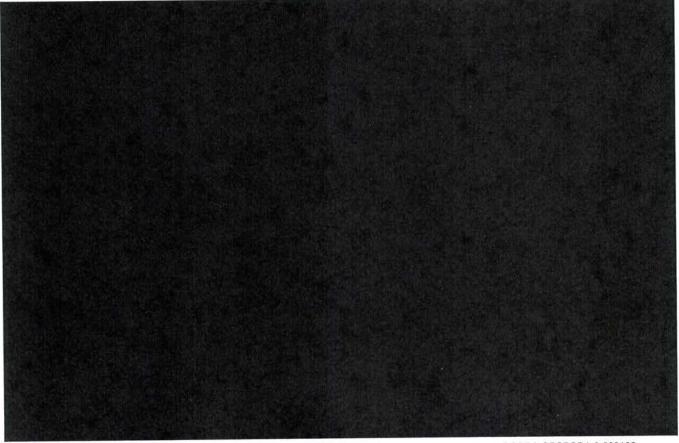
REDACTED

Attn: John Trimble

Amendment to Rate Cap in Rate Schedule FTS-2 Service Agreement No. 106598

pursuant to Settlement in Docket No. RP10-21-000

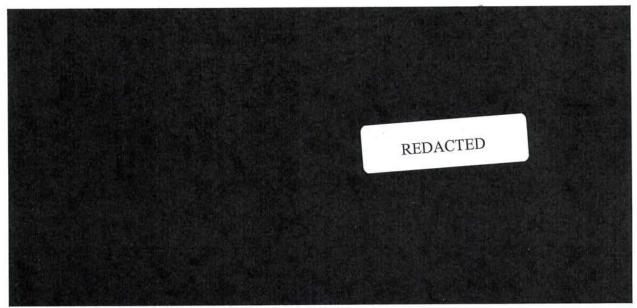
Dear John:



Rate Cap Amendment; #106598

June 2, 2011

Page 2



This amendment is effective April 1, 2011.

Please execute this amendment below as evidence of your agreement and return the originals to me. In the alternative, if you wish to have a new service agreement using the currently effective service agreement, please return this letter agreement and advise me of your wish to use the currently effective form.

If you have any questions concerning these changes to your contract, please contact me at (713) 989-2569 or at brad.halmes@sug.com.

Regards,

Brad Holmes

Vice President, Market Services

Florida Gas Transmission Company, LLC

AGREED TO AND ACCEPTED:

PROGRESS ENTREY FLORIDA, INC

/ Name:

JUTRY

- Lyash

Title:

Executive y

Date:

6/10/11

FOR INTERNAL USE ONLY

Request No. 136864

Contract No. 110394

Legal Emity No. 5736

DUNS No. 8923700

FORM OF SERVICE AGREEMENT

Firm Transportation Service-Market Area

REDACTED

FTS-1

THIS AGREEMENT entered into this 1 day of August, 2010, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and Florida Power Corporation d/b/a Progress Energy Florida. Inc. (herein called "Shipper"),

WITNESSETH

WHEREAS, Shipper is interested in obtaining firm transportation service from Transporter and Transporter is willing to provide firm transportation service to Shipper; and

WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE

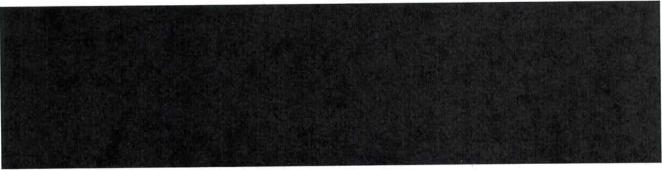
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

- 1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.
- 1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II

Quantity



ARTICLE III

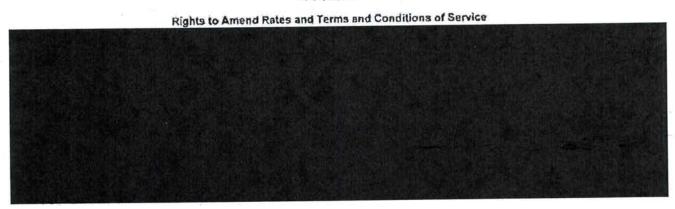
No Notices Transportation Service



Payment and Rights in the Event of Non-Payment



ARTICLE V

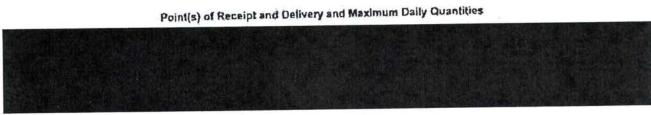


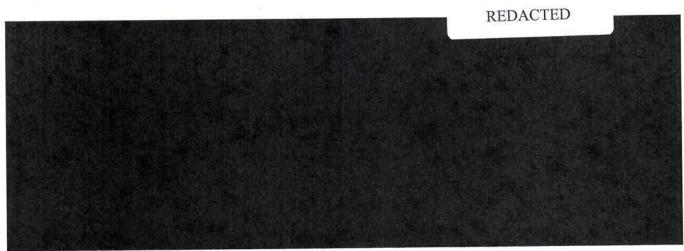
ARTICLE VI

Term of Agreement and Commencement of Service



ARTICLE VII





ARTICLE VIII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter:

Florida Gas Transmission Company, LLC

P. O. Box 4967

Houston, TX 77210-4967

Attention: FGT Marketing Administration Department

Telephone No. (713) 989-2081

FAX No. (713) 989-1150

Shipper:

Florida Power Corporation

dibla Progress Energy, Florida, Inc.

Fuels and Power Optimization Department

100 East Davie, TPP-9

RALEIGH NC 27601-2088

Attention: Director Gas, Oil and Power Trading

Telephone No. 919-546-7963

FAX No. 919-546-2900

PAYMENT BY WIRE TRANSFER

Transporter:

Florida Gas Transmission Company, LLC

JP Morgan Chase New York ABA No

Account No.

New York, NY

ARTICLEIX

Facilitles

	AR	TICLE X	
	Regulatory Author	izations and Approvals	REDACTED
	SERVICE SERVICE SERVICES		RE-
8			
	AR	TICLE XI	
	Pi	ressure	
	deliveries state country of pensery measures.	AST (2017) (1915年 1915年 1917年 19	
	AR	TICLE XII	
	Other	r Provisions	
	None.		
	AR	TICLE XIII	
	Mis-	cellaneous	
	13.1 This Agreement shall bind and benefit the succe however, neither party shall assign this Agreement obtaining the written consent of the other party.	ssors and assigns of the respective or any of its rights or obligations	parties hereto; provided hereunder without first
	13.2 No walver by either party of any one or more do	efaults by the other in the performa siver of any future defaults of a like of	nce of any provisions of or different character.
	13.3 This Agreement contains Exhibits A and B (and herein.	NNTS Addendum, if applicable) wh	ch are incorporated fully
	13.4 THIS AGREEMENT SHALL BE GOVERNED BY THE STATE OF TEXAS.	AND INTERPRETED IN ACCORDAN	ICE WITH THE LAWS OF
		RTICLE XIV	
	Superseding Pr	rior Service Agreements	
	This Agreement supersedes and cancels the follow None.		
	IN WITNESS WHEREOF, the parties hereto have effective as of the date first written above.	executed this Agreement by their	duly authorized officers
	TRANSPORTER	SHIPPER FLORIDA POWER CORPORATION	
	FLORIDA GAS TRANSMISSION COMPANY, LLC By L. E. Tayer Dev	By: WWW WWW	DA, INC.
	Name: Robert E. Hlays	Alexander (Sasha) Weintrau	er Optimization
	Title: Sr. Vice President & CCO Date: 7/28/2010	Date:	M Je
	Bv.		7

JUL-29-2010 15:08 From: COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMACIDEN

Exhibit A

to

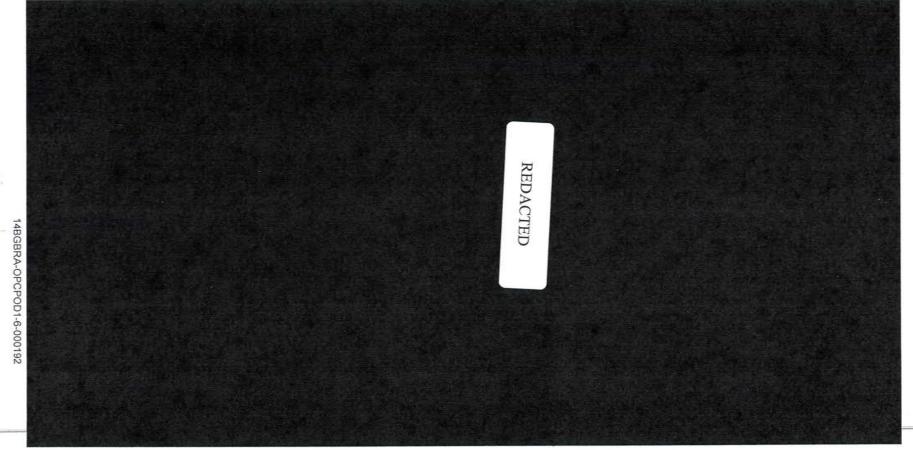
Firm Gas Transportation Service Agreement

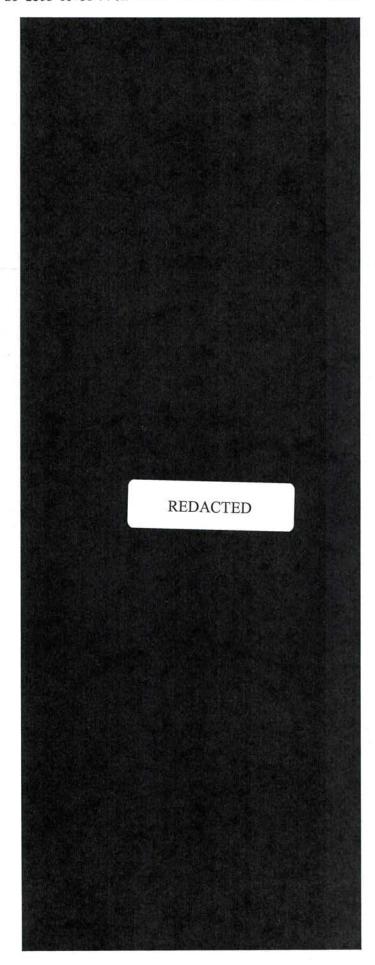
Between

Florida Gas Transmission Company, LLC

and

PROGRESS ENERGY FLORIDA, INC.





Florida Gas Transmission Company, LLC Amendment to Firm Transportation Agreement

Date: 07/26/2010

Shipper's Name: FLORIDA POWER CORPORATION d/b/a

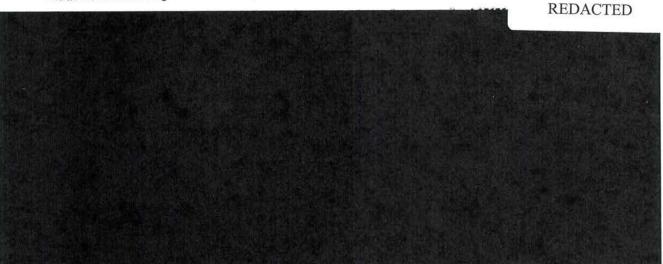
PROGRESS ENERGY FLORIDA, INC.

Contract Number: 110394

Amendment Number: 1

Request Number: 137150

The above mentioned Agreement is hereby amended as follows:



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

The effective date of this Amendment is 08/01/2010

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

FLORIDA GAS TRANSMISSION COMPANY, LLC

By: Bearlash fine

Date: Pug 10, 2010

FLORIDA POWER CORPORATION d/b/a

PROGRESS ENERGY FLORIBATING.

True Alexander (Sasha) Weintraub

Date: Vice President - Fuels and Power Optimization

July 28, 2010

14BGBRA-OPCPOD1-6-000195

Exhibit A

to

Firm Gas Transportation Service Agreement

Between

Florida Gas Transmission Company, LLC

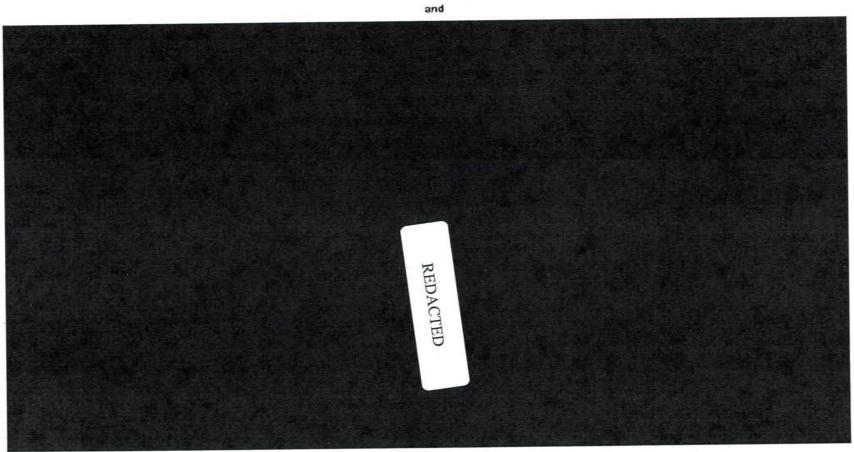




Exhibit B

to

Firm Gas Transportation Service Agreement

Between

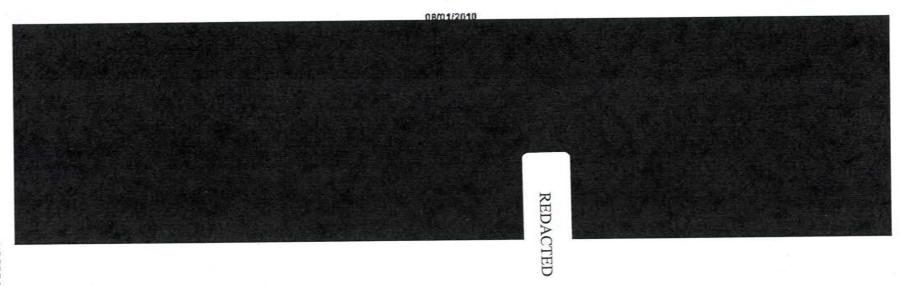
Florida Gas Transmission Company, LLC

and

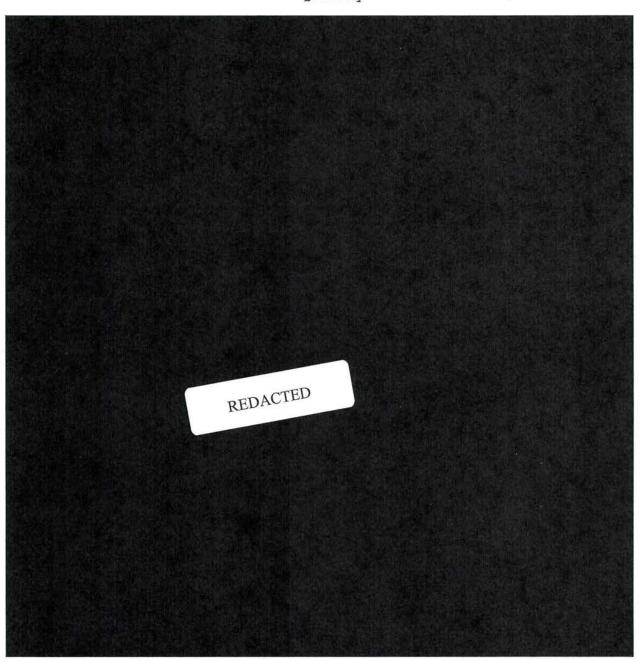
FLORIDA POWER CORPORATION d/b/a

PROGRESS ENERGY FLORIDA, INC.

Cated



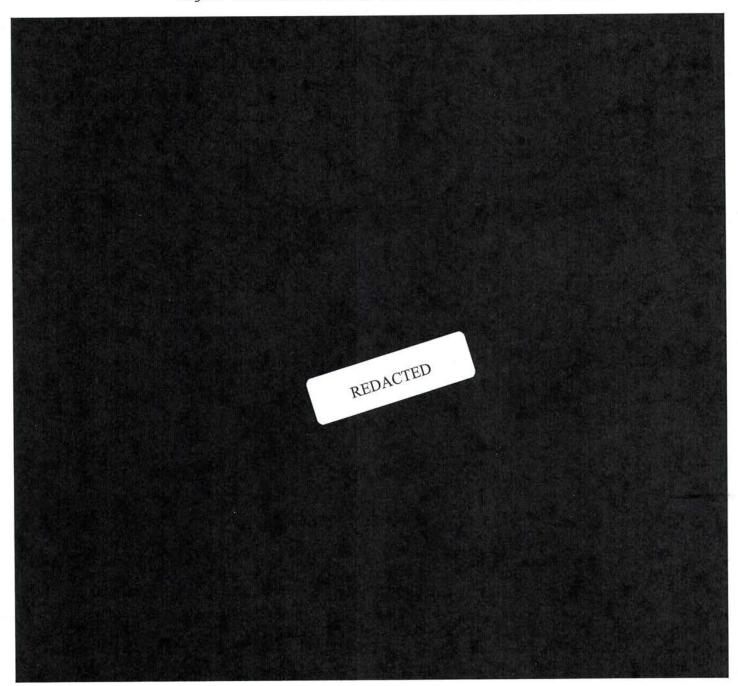
ARTICLE II
Quantity



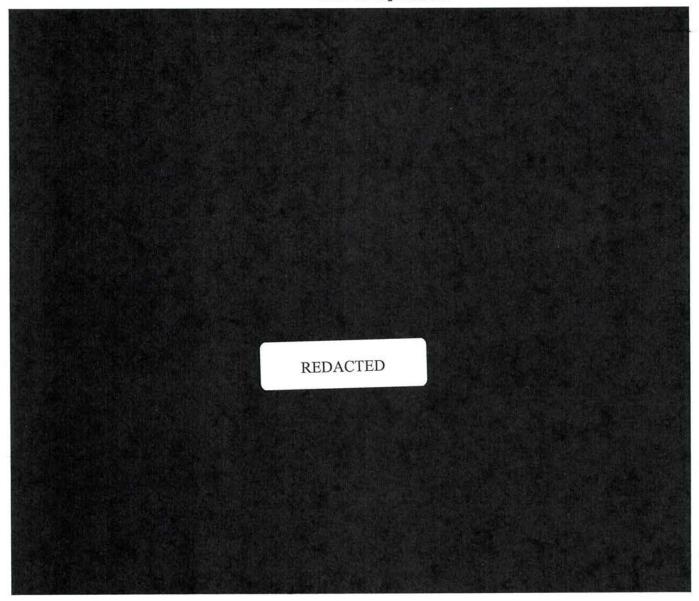
ARTICLE III
Payment and Rights in the Event of Non-Payment



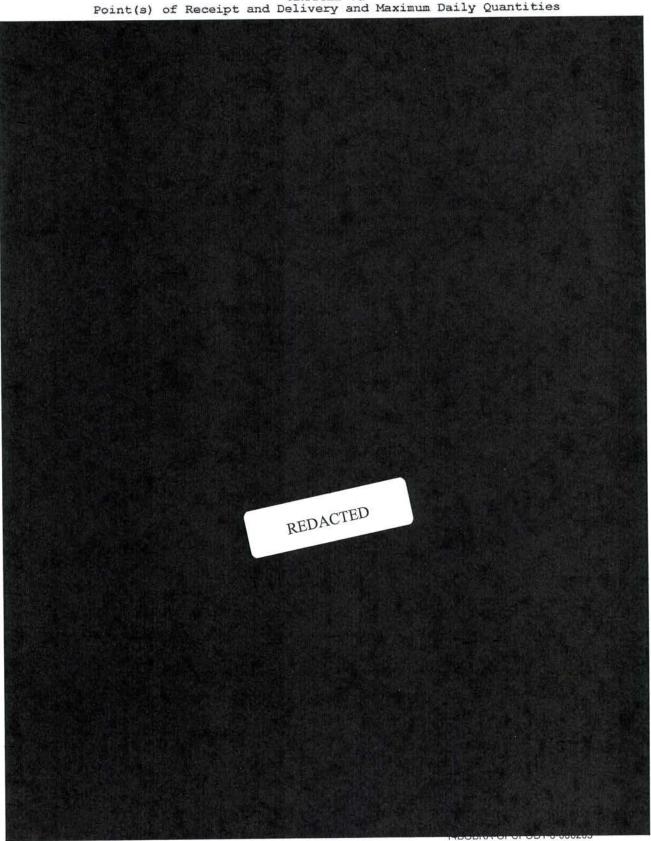
ARTICLE IV
Rights to Amend Rates and Terms and Conditions of Service



ARTICLE V
Term of Agreement



ARTICLE VI Point(s) of Receipt and Delivery and Maximum Daily Quantities



Firm Transportation Service - Market Area (continued) Rate Schedule FTS-3



ARTICLE VII

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter:

Florida Gas Transmission Company, LLC

P. O. Box 4976

Houston, Texas 77210-4967

Attention: Contract Administration

Telephone No. (713)989-2081

Fax No. (713)989-1150

Shipper:

Florida Power Corporation d/b/a Progress Energy Florida, Inc.

Fuels & Power Optimization Department

Gas, Oil and Power Trading 100 E. Davie Street, TPP-9

Raleigh, NC 27601

Attention: Director of Gas, Oil and Power Trading

Telephone No. (919) 546-7963

Fax No. (919) 546-2922

PAYMENT BY WIRE TRANSFER

Transporter:

Florida Gas Transmission Company, LLC

JP Morgan Chase New York ABA no.

Account No.

Shipper:

Florida Power Corporation d/b/a-Progress Energy Florida, Inc.

Wachovia Bank, Raleigh, NC

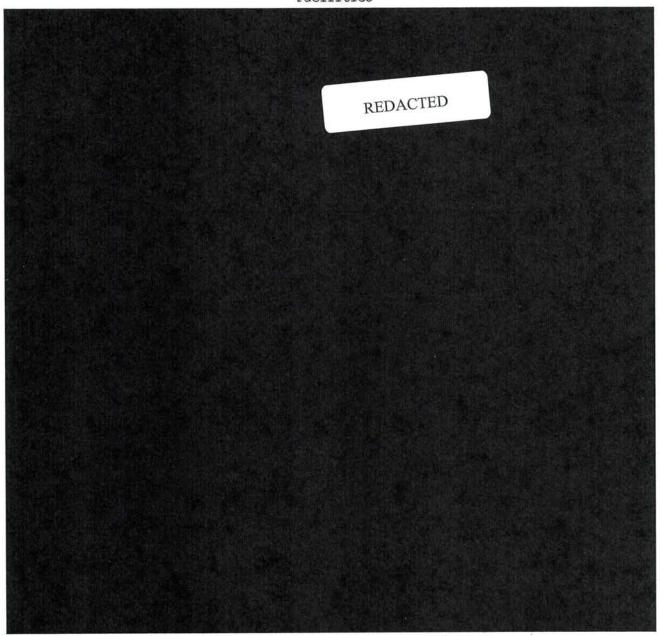
ABA Number

Bank Account Number

Fed Tax ID #59-024 7770

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

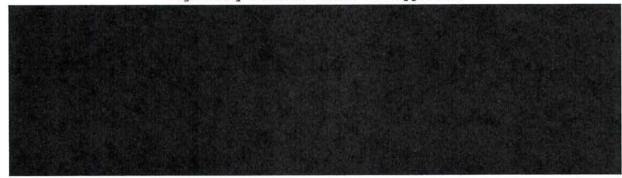
ARTICLE VIII
Facilities



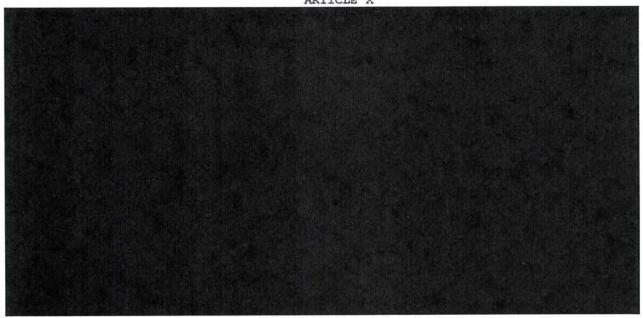
Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

REDACTED

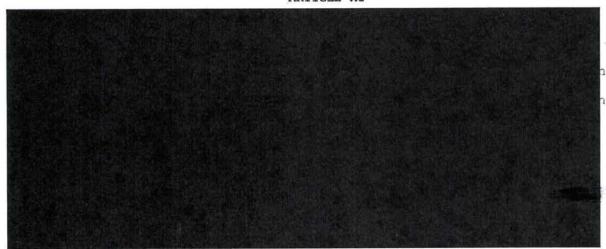
ARTICLE IX
Regulatory Authorizations and Approvals



ARTICLE X



ARTICLE XI



Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

EXHIBIT A

TO

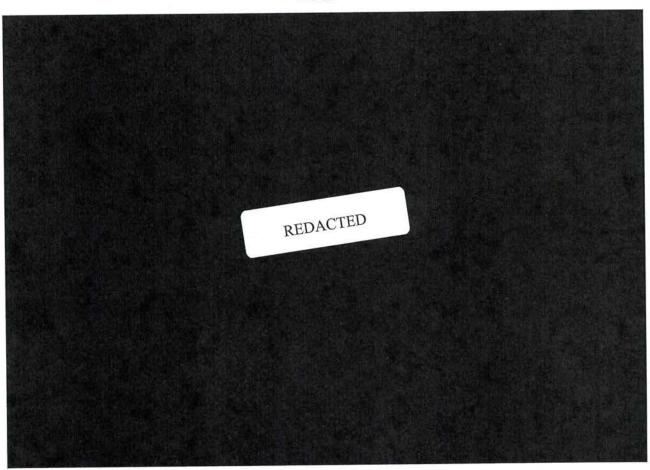
FIRM GAS TRANSPORTATION AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

FLORIDA POWER CORPORATION D/B/A PROGRESS ENERGY FLORIDA, INC.



Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

EXHIBIT B

TO

FIRM GAS TRANSPORTATION AGREEMENT

BETWEEN

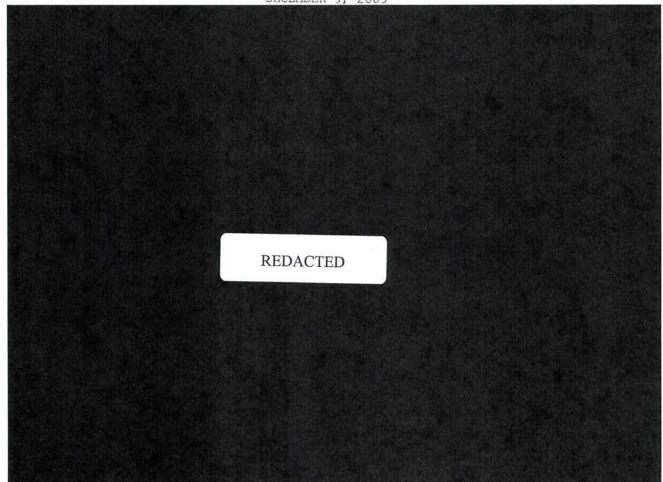
FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

FLORIDA POWER CORPORATION D/B/A PROGRESS ENERGY FLORIDA, INC.

DATED

DECEMBER 9, 2009



Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

EXHIBIT B

TO

FIRM GAS TRANSPORTATION AGREEMENT

BETWEEN

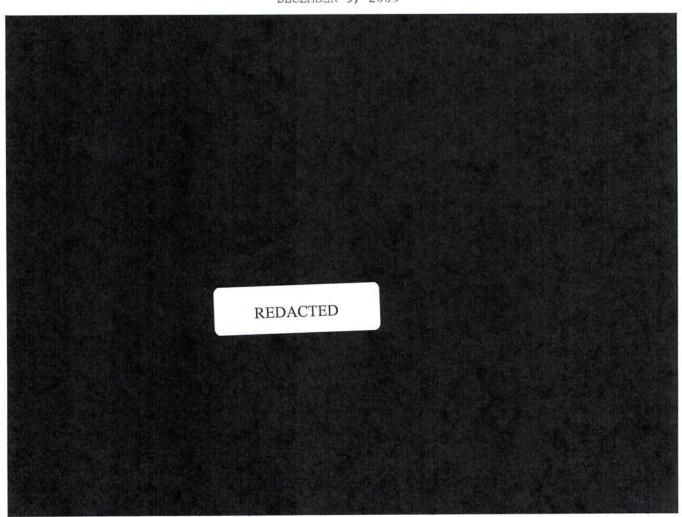
FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

FLORIDA POWER CORPORATION D/B/A PROGRESS ENERGY FLORIDA, INC.

DATED

DECEMBER 9, 2009



Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

EXHIBIT B

TO

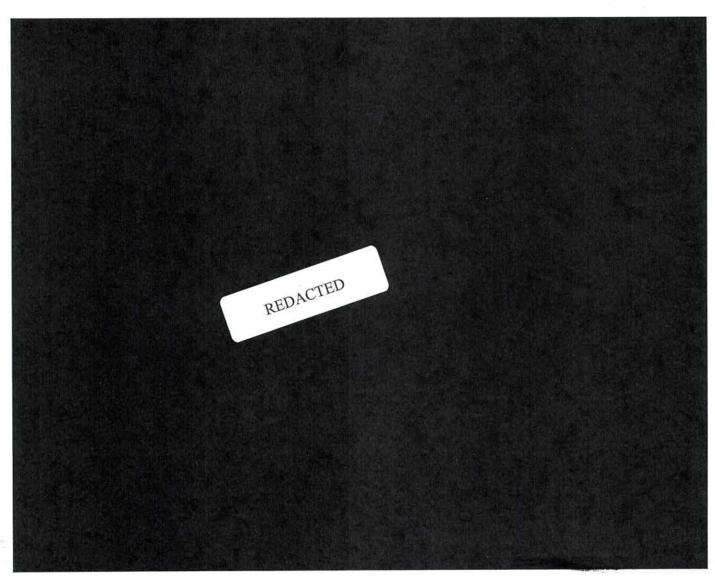
FIRM GAS TRANSPORTATION AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

FLORIDA POWER CORPORATION D/B/A PROGRESS ENERGY FLORIDA, INC.



Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

EXHIBIT B

TO

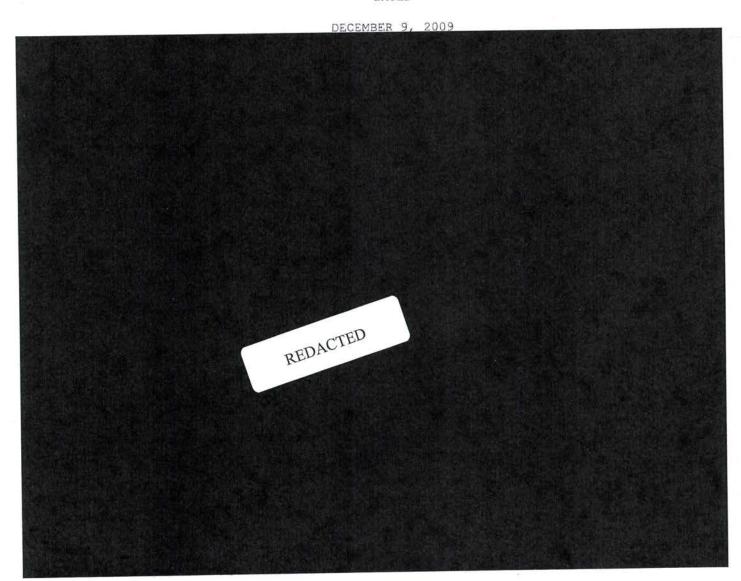
FIRM GAS TRANSPORTATION AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

FLORIDA POWER CORPORATION D/B/A PROGRESS ENERGY FLORIDA, INC.



Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

EXHIBIT B

TO

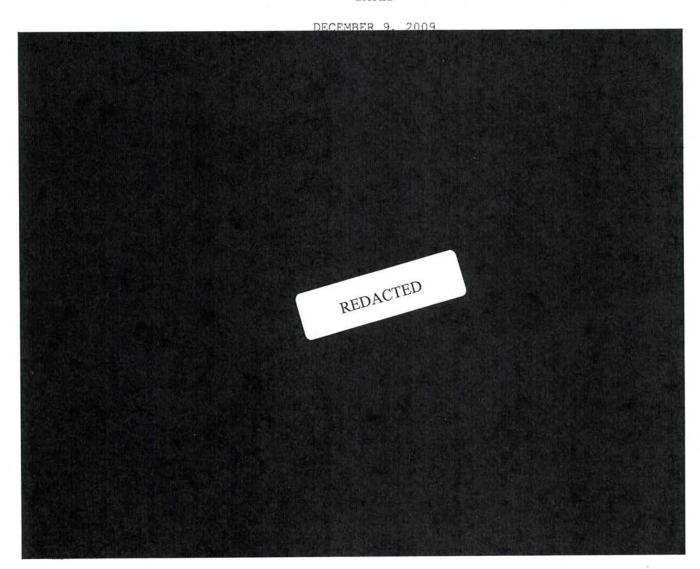
FIRM GAS TRANSPORTATION AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

FLORIDA POWER CORPORATION D/B/A PROGRESS ENERGY FLORIDA, INC.



FOR INTERNAL USE ONLY Request No. 145898 Contract No. 111982 Legal Entity No. 5736 DUNS No. 6923700

SERVICE AGREEMENT
Firm Transportation Service-Market Area
Rate Schedule FTS-1
Contract No. 111982

REDACTED

THIS AGREEMENT entered into this \(\frac{1}{2}\) day of September, 2011, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC. (herein called "Shipper"),

WITNESSETH

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I

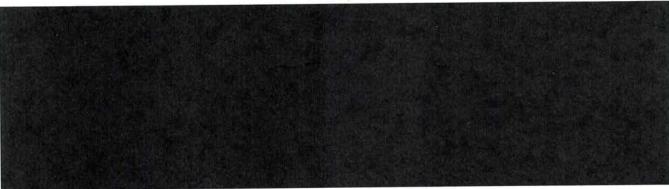
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

- 1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.
- 1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II

Quantity



ARTICLE III

No Notices Transportation Service

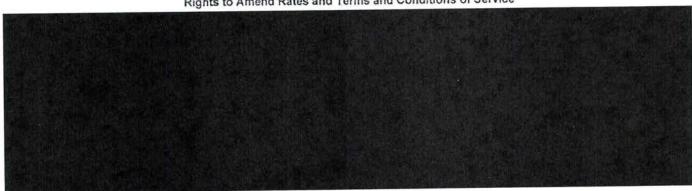
ARTICLE IV

Payment and Rights in the Event of Non-Payment



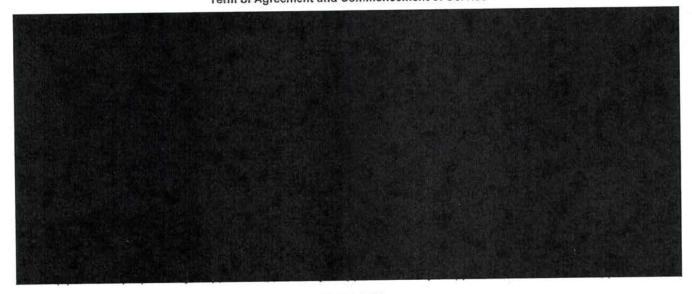
ARTICLE V

Rights to Amend Rates and Terms and Conditions of Service



ARTICLE VI

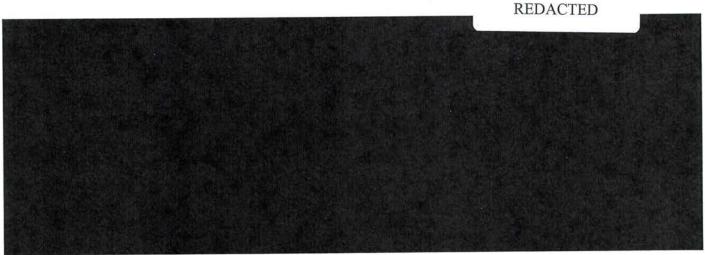
Term of Agreement and Commencement of Service



ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities





ARTICLE VIII

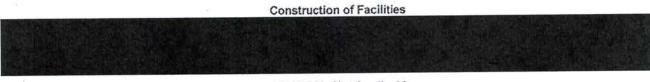
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper:

PROGRESS ENERGY FLORIDA, INC. 100 E. Davie St., TPP9 RALEIGH NC 27601-2088 Attention: JEFF PATTON Telephone No. 919-546-4937 FAX No. 919-546-2922

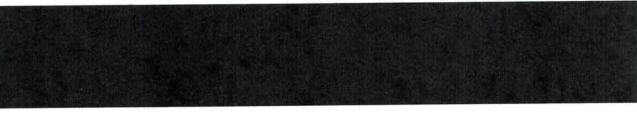
ARTICLE IX



ARTICLE X - Not Applicable

ARTICLE XI

Pressure



ARTICLE XII

Other Provisions

EXHIBIT A

TO

RATE SCHEDULE FTS-1 SERVICE AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC.

DATED

04/01/2012

Contract No. 111982

Amendment No. 0

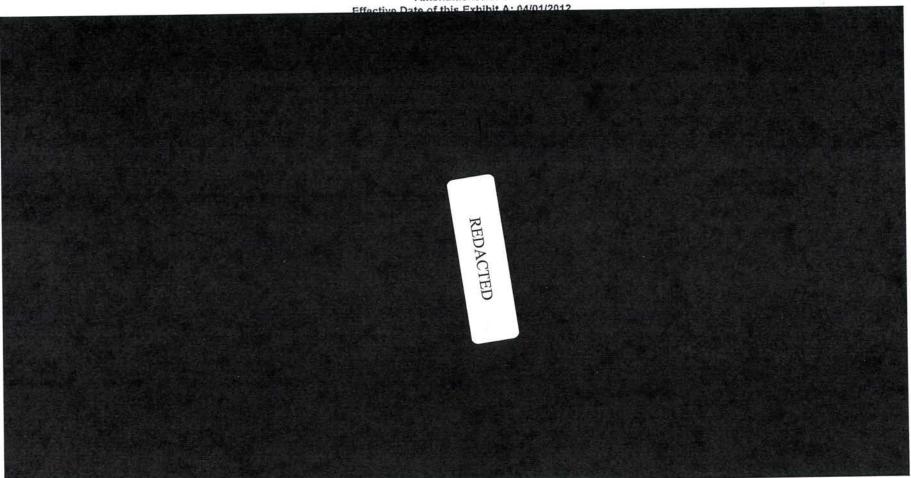


EXHIBIT B

TO

RATE SCHEDULE FTS-1 SERVICE AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC.

DATED

04/01/2012

Contract No. 111982

Amendment No. 0

Effective Date of this Exhibit B: 04/01/2012



FOR INTERNAL USE ONLY Request No. 146016 Contract No. 111982 Legal Entity No. 5735 DUNS No. 6923700

EXHIBIT C

TO

RATE SCHEDULE FTS-1 SERVICE AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC.

DATED

04/01/2012

Contract No. 111982

Amendment No. 1

Effective Date of this Exhibit C: 04/01/2012

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

THE REAL PROPERTY.		
The same		REDACTED
100		
	Contract Quantity	
	Administrative Contract Consolidation	
	Service Agreement Number MDTQ	Termination Date Extension Rights
	TRANSPORTER	SHIPPER
	FLORIDA GAS TRANSMISSION COMPANY, LLC	FLORIDA POWER CORPORATION MOIA PROGRESS
	2.1/6/1/	ENERGY FLORIDA, INC.
M	BRAD HOLWES	Aloxander (Starts) weinthous Tel
	(Please type or print name)	(Please type or print name)
	Title: Vice President & 600 - Market Sukes	Title: W TOCK! TOWN COMMIZEDON
	Date: 10-12-11	Date: 10131 2011

EXHIBIT A

TO

RATE SCHEDULE FTS-1 SERVICE AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC.

DATED

04/01/2012

Contract No. 111982

Amendment No. 1

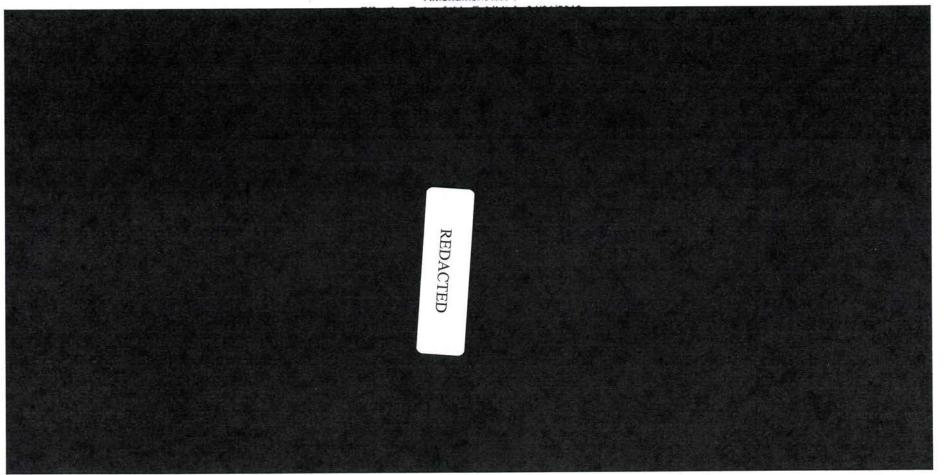


EXHIBIT B

TO

RATE SCHEDULE FTS-1 SERVICE AGREEMENT

BETWEEN

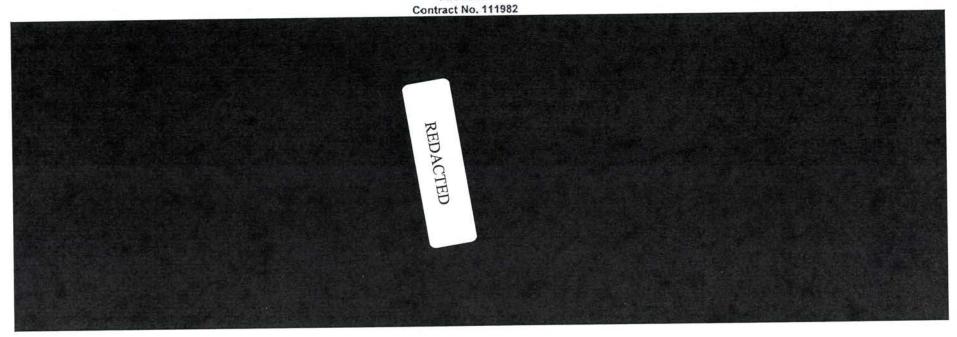
FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC.

DATED

04/01/2012



FOR INTERNAL USE ONLY Request No. 168612 Contract No. 111982 Legal Entity No. 5736 DUNS No. 6923700

EXHIBIT C

TO

RATE SCHEDULE FTS-1 SERVICE AGREEMENT BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC AND

DUKE ENERGY FLORIDA, INC.

DATED 04/01/2012

Contract No. 111982

Amendment No. 2

Effective Date of this Exhibit C: 07/01/2014

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.] REDACTED SHIPPER

TRANSPORTER

FLORIDA GAS TRANSMISSION COMPANY, LLC

DUKE ENERGY FLORIDA, INC.

Name: Bradley Holmes

Title: Vice President, Market Services

Title:

& coo Regulated

Date:

2014

EXHIBIT A
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
DUKE ENERGY FLORIDA, INC.
DATED
04/01/2012

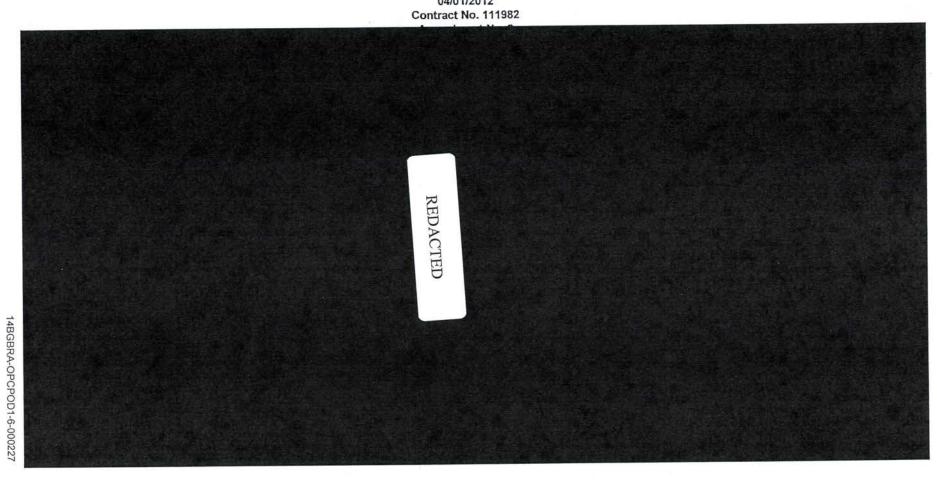


EXHIBIT B

то

RATE SCHEDULE FTS-1 SERVICE AGREEMENT BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

DUKE ENERGY FLORIDA, INC.

DATED

04/01/2012

Contract No. 111982

Amendment No. 2

Effective Date of this Exhibit B: 07/01/2014



FOR INTERNAL USE ONLY Request No. 150086 Contract No. 113000 Legal Entity No. 5736 DUNS No. 6923700

SERVICE AGREEMENT Firm Transportation Service-Market Area Rate Schedule FTS-3 Contract No. 113000

THIS AGREEMENT entered into this 1 day of April, 2013, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and Florida Power Corporation d/b/a Progress Energy Florida, Inc. (herein called "Shipper"),

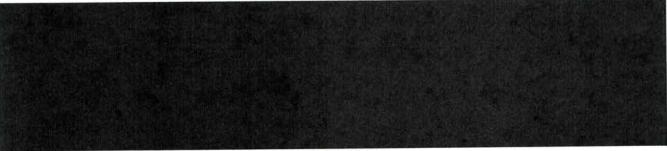
WITNESSETH

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I - Not Applicable

REDACTED

ARTICLE II



ARTICLE III

Payment and Rights in the Event of Non-Payment
.

ARTICLE IV

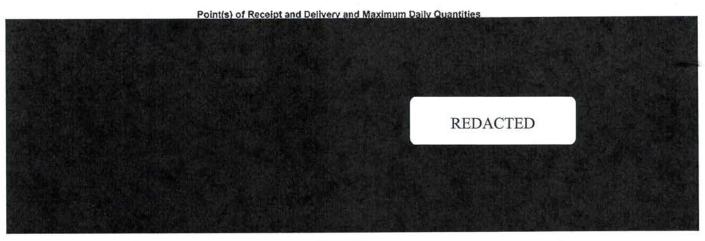
Rights to Amend Rates and Terms and Conditions of Service



ARTICLE V

Term of Agreement

ARTICLE VI



ARTICLE VII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper:

FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC.

410 S. Wilmington Street RALEIGH NG 27601-1849 Attention: JEFF PATTON Telephone No. 919-546-4937 FAX No. 919-546-2900

ARTICLE VIII



ARTICLE IX - Not Applicable

ARTICLE X



ARTICLE XI

Creditworthiness

EXHIBIT A

TO

RATE SCHEDULE FTS-3 SERVICE AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND
FLORIDA POWER CORPORATION D/B/A PROGRESS ENERGY FLORIDA, INC.
DATED

04/01/2013 Contract No. 113000 Amendment No. 1

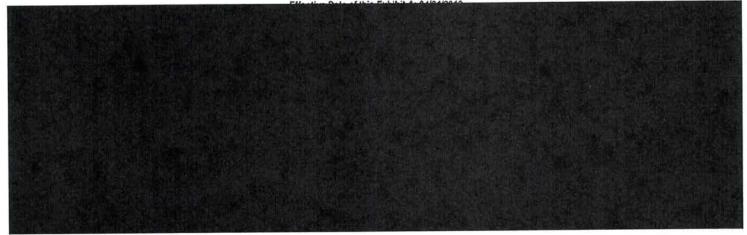


EXHIBIT B TO RATE SCHEDULE FTS-3 SERVICE AGREEMENT BETWEEN FLORIDA GAS TRANSMISSION COMPANY, LLC

AND
FLORIDA POWER CORPORATION D/B/A PROGRESS ENERGY FLORIDA, INC.
DATED

04/01/2013

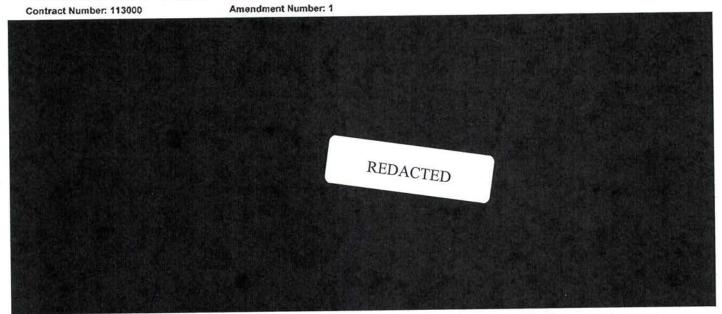
Contract No. 113000 Amendment No. 1 Effective Date of this Exhibit B: 04/01/2013

FLORIDA GAS TRANSMISSION COMPANY, LLC ("FGT")

Amendment to FTS-3 Transportation Service Agreement ("Agreement")

Date: 04/05/2012

Shipper's Name: FLORIDA POWER CORPORATION dibia PROGRESS ENERGY FLORIDA, INC.



The terms expressed in this Amendment and in the Agreement contain the entire agreement between the parties with respect to the issues addressed herein and there are no representations, understandings or agreements, oral or written, between the parties which are not included herein or in the Agreement.

THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

If any term or other provision of this Amendment discounting the reservation charge is inconsistent with any term or condition of the Agreement, the term or condition of this Amendment discounting the reservation charge shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

HIS 13 DAY OF TOPEL , 2012.
LORIDA GASTRAHOMOSION COMPANY, LLC By: A.E. PLAN Hame: ROBERT HAYES THE: SR. VICE PRESIDENT OF MARKETING
L

FOR INTERNAL USE ONLY Request No. 160774 Contract No. 114929 Legal Entity No. 6736 DUNS No. 6923700

SERVICE AGREEMENT Firm Transportation Service-Market Area Rate Schedule FTS-1 Contract No. 114929

THIS AGREEMENT entered into this 1 day of November, 2013, by and between Florida Gas Transmission Company, LLC, a ilmited liability company of the State of Delaware (herein called "Transporter"), and Duke Energy Florida, Inc. (herein called "Shipper"),

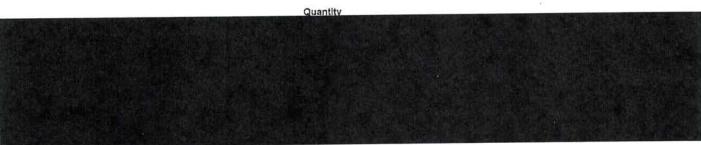
WITNESSETH

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I

Definitions

ARTICLE II

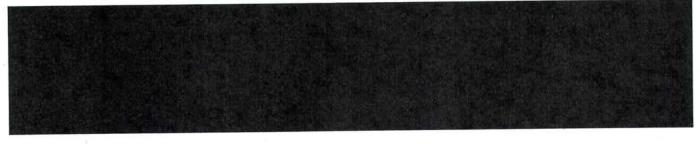


ARTICLE III

No Notices Transportation Service

ARTICLE IV

Payment and Rights in the Event of Non-Payment



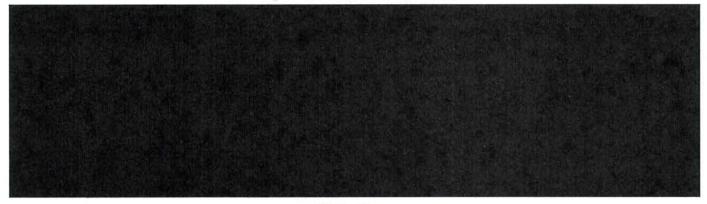
ARTICLE V

Rights to Amend Rates and Terms and Conditions of Service



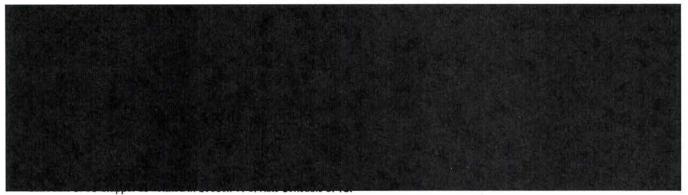
ARTICLE VI

Term of Agreement and Commencement of Service



ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities



ARTICLE VIII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: Duke Energy Florida, inc. ECO1X / PO Box 1006 Charlotte NC 28201-1006 Attention: Edward McCluskey Telephone 980-373-7511 FAX 919-546-2922

REDACTED

ARTICLE IX

Construction of Facilities

ARTICLE X	(- Not Applicable	
AR	ITICLE XI	
Pi	ressure	
AR	TICLE XII	
Other	r Provisions	
ART	TICLE XIII	
Misc	cellaneous	
13.1 This Agreement shall bind and benefit the successors and assishall assign this Agreement or any of its rights or obligations here	signs of the respective parties hereto; provided however, neit sunder without first obtaining the written consent of the other	her party party.
13.2 No waiver by either party of any one or more defaults by the o operate or be construed as a waiver of any future defaults of a like		shali
13.3 This Agreement contains Exhibits A and B (and NNTS Addend	dum, if applicable) which are incorporated fully herein.	
13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPREWITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WAS	ETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION	TEXAS, ON.
ART	TICLE XIV	
Superseding Price	or Service Agreements	
This Agreement supersedes and cancels the following Service Agr	reements between Transporter and Shipper:	
IN WITNESS WHEREOF, the parties hereto have executed this Agrewritten above.	reement by their duly authorized officers effective as of the dat	te first
TRANSPORTER	SHIPPER	
FLORIDA SAS TRANSMISSION COMPANY, LLC	Duke Energy Florida, inc.	765
By: A. E. Wayer pu	By: But for	760
Name: Robert Hayes	Namo: Keith Trent	o i bi ibirt
Title: Senior Vice President, Chief Commercial Officer	Title: Executive Vice President coo	Kesiletel Utility
Date: 8/28/2013	Date: August 16, 2013	

EXHIBIT A
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
Duke Energy Florida, Inc.
DATED

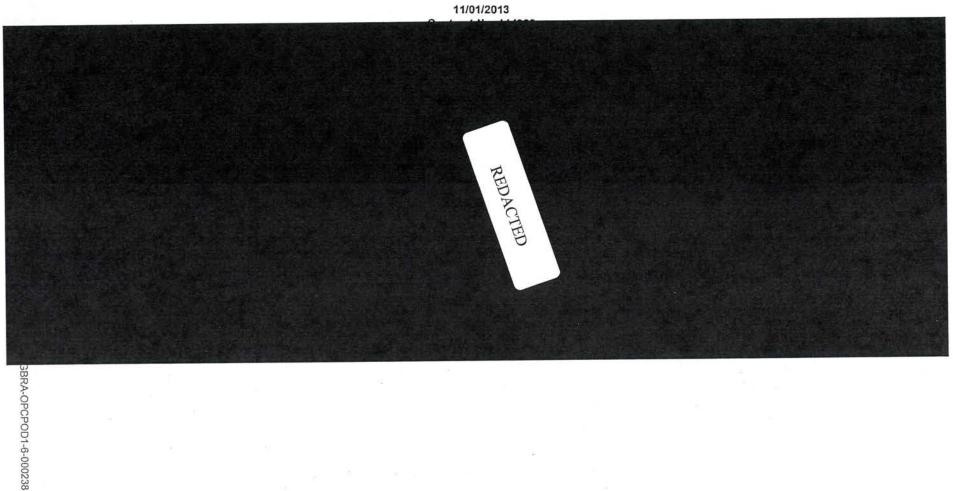
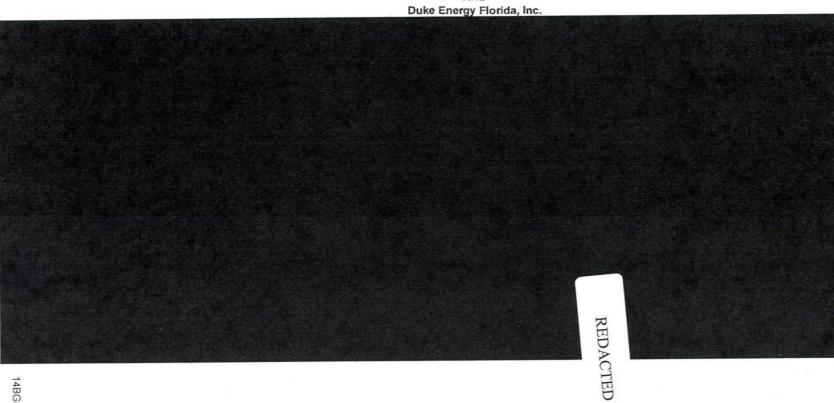


EXHIBIT B
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND



FOR INTERNAL USE ONLY Request No. 160776 Contract No. 114930 Legal Entity No. 6736 DUNS No. 6923700

SERVICE AGREEMENT Firm Transportation Service-Market Area Rate Schedule FTS-1 Contract No. 114930

REDACTED

THIS AGREEMENT entered into this 1 day of November, 2013, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and Duke Energy Florida, inc. (herein called "Shipper"),

WITNESSETH

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I

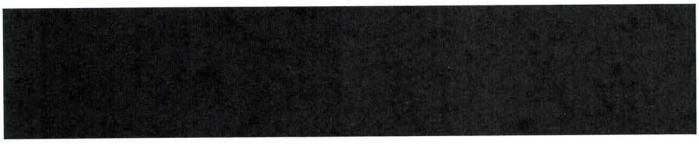
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

- 1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.
- 1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II

Quantity



ARTICLE III

No Notices Transportation Service



Payment and Rights in the Event of Non-Payment

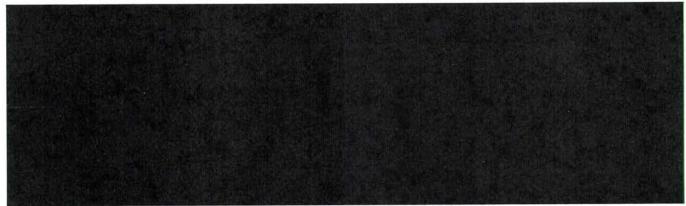
ARTICLE V

Rights to Amend Rates and Terms and Conditions of Service

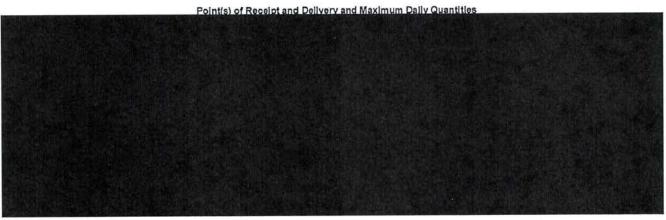


ARTICLE VI

Term of Agreement and Commencement of Service



ARTICLE VII



ARTICLE VIII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: Duke Energy Florida, Inc. ECO1X / PO Box 1006 Charlotte NC 28201-1006 Attention: Edward McCluskey Telephone 980-373-7611 FAX 919-546-2922

ARTICLE IX

Construction of Facilities

ARTICLE X - Not Applicable

ARTICLE XI

Pressure

ARTICLE XII

Other Provisions

ARTICLE XIII

Miscellaneous

- 13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.
- 13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.
- 13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.
- 13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIV

Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

SHIPPER

Duke Energy Florida, Inc.

By: Keill Trent

Title: Executive Vice Prisident coc Regulated Utilities

Date: August 16, 2013_

INT

EXHIBIT A

TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND
Duke Energy Florida, Inc.
DATED
11/01/2013

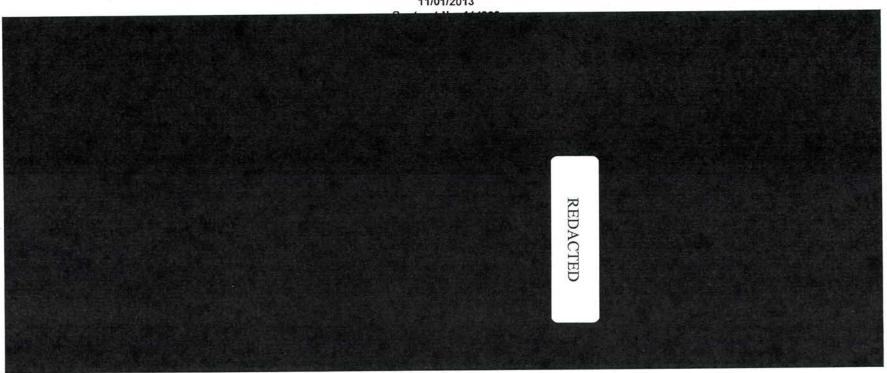


EXHIBIT B

TO

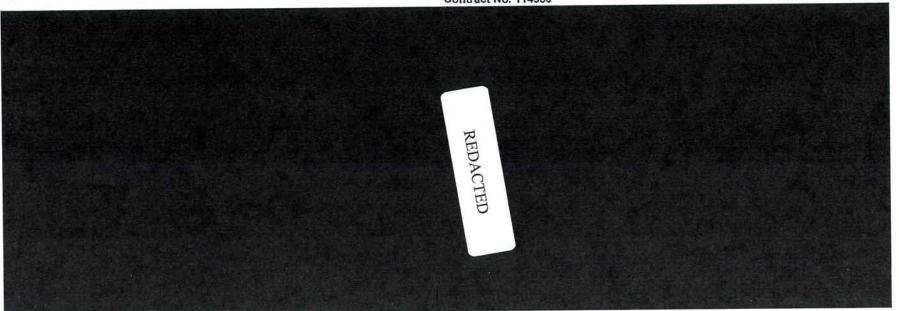
RATE SCHEDULE FTS-1 SERVICE AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
Duke Energy Florida, Inc.
DATED

11/01/2013

Contract No. 114930



FOR INTERNAL USE ONLY Request No. 160778 Contract No. 114931 Legal Entity No. 5736 DUNS No. 6923700

SERVICE AGREEMENT Firm Transportation Service-Market Area Rate Schedule FTS-1 Contract No. 114931

THIS AGREEMENT entered into this 1 day of November, 2013, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and Duke Energy Florida, Inc. (herein called "Shipper"),

WITNESSETH

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I

Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

- 1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.
- 1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II

Quantity



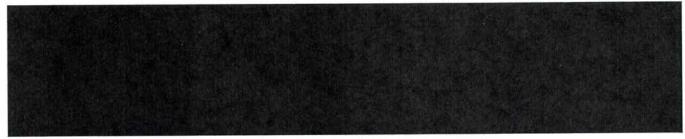
ARTICLE III

No Notices Transportation Service

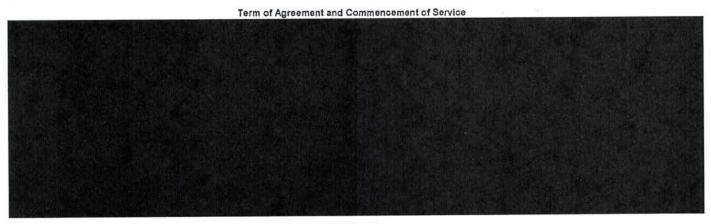
ARTICLE IV

ARTICLE V

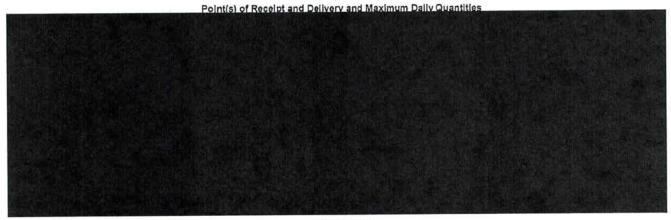
Rights to Amend Rates and Terms and Conditions of Service



ARTICLE VI



ARTICLE VII



ARTICLE VIII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: Duke Energy Florida, Inc. ECO1X / PO Box 1006 Charlotte NC 28201-1006 Attention: Edward McCluskey Telephone 980-373-7511 FAX 919-546-2922

REDACTED

ARTICLE IX

Construction of Facilities
20.0.(快点: MARE) 是 为6.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0
ARTICLE X -Not Applicable

ARTICLE XI

ARTICLE XII

Other Provisions

ARTICLE XIII

Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a walver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIV

Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER RANSMISSION COMPANY, LLC Name: Robert Hayes Title: Senior Vice President, Chief Commercial Officer

SHIPPER

Duke Energy Florida,

Ву: Trent Name:

stive Vice President Coo Regulated Utilities Title:

2013 Date:

EXHIBIT A

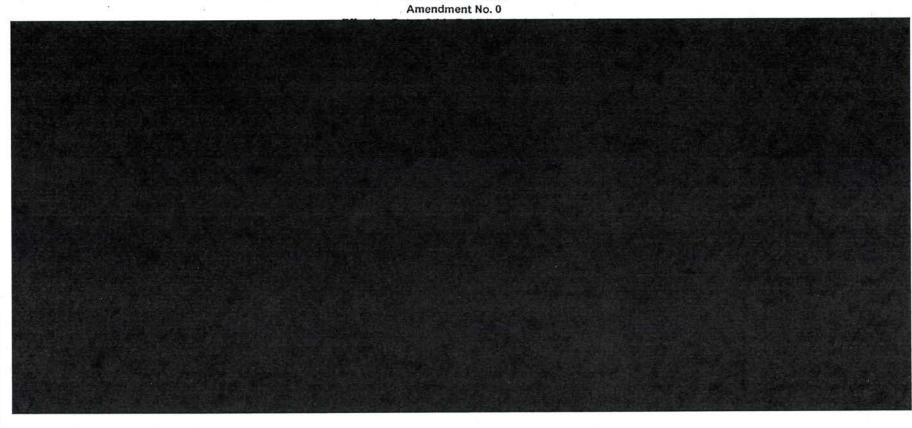
TO

RATE SCHEDULE FTS-1 SERVICE AGREEMENT BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

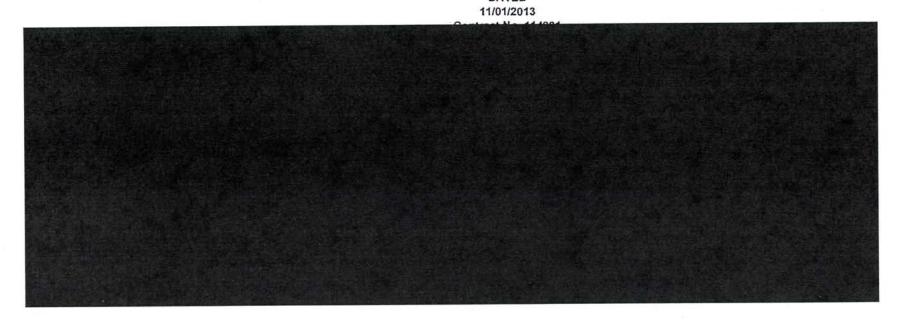
Duke Energy Florida, Inc. DATED 11/01/2013

Contract No. 114931



REDACTED

EXHIBIT B
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
Duke Energy Florida, Inc.
DATED



14BGBRA-OPCPOD1-6-000249

REDACTED

FOR INTERNAL USE ONLY Request No. 164331 Contract No. 114932 Legal Entity No. 5736 DUNS No. 6923700

SERVICE AGREEMENT

Firm Transportation Service - Market Area

Rate Schedule FTS-2

Contract No. 114932

THIS AGREEMENT entered into this 1st day of January, 2014, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and DUKE ENERGY FLORIDA, INC. (herein called "Shipper"),

WITNESSETH

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I

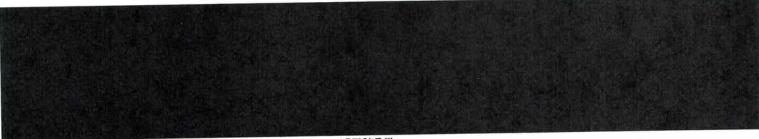
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-2, the following terms when used herein shall have the meanings set forth below:

- 1.1 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC and as may be changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.
- 1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.
- 1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.
- 1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

ARTICLE II

Quantity



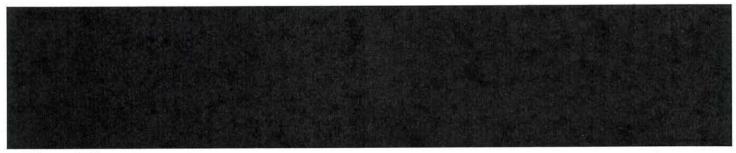
ARTICLE III

Payment and Rights in the Event of Non-Payment



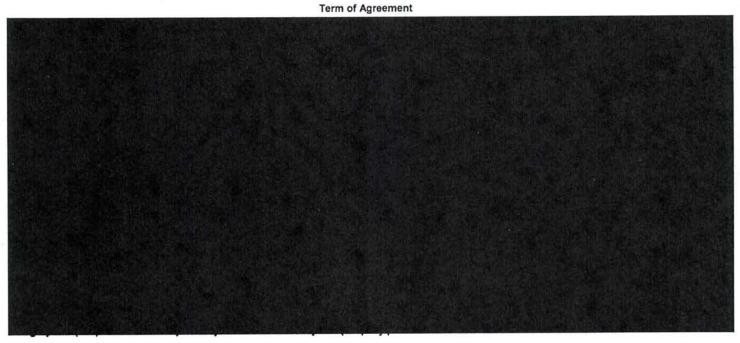
ARTICLE IV

Rates and Terms and Conditions of Service



- 4.3 Not applicable.
- 4.4 Not applicable.

ARTICLE V



ARTICLE VI

Point(s) of Receipt and Delivery and Maximum Daily Quantities



COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION



ARTICLE VII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper:

DUKE ENERGY FLORIDA, INC. 526 SOUTH CHURCH STREET, EC02F CHARLOTTE, NC 28202-1802 Attention: JOHN TRIMBLE Telephone No. 980-373-7533 FAX No. 704-382-4014

ARTICLE VIII



ARTICLE IX

Regulatory Authorizations and Approvals

ARTICLE X

Pressure



ARTICLE XI - Not Applicable

ARTICLE XII

Miscellaneous

12.1 (a) This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION



- 12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.
- 12.3 This Agreement contains Exhibits A and B which are incorporated fully herein.
- 12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISIDCTION.

ARTICLE XIII

Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper: Contract No. 114932 dated 11/01/2013.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER	SHIPPER
FLORIDA GAS TRANSMISSION COMPANY, LLC By: A.C. Deeser Qr.	DUKE ENERGY FLORIDA, INC. By:
Name: Robert E. Hayes	Name: Keith B. Trent
Title: Senior Vice President, Chief Commercial Officer	Title: Executive Vice President & coo Regulated Ut: litie
Date: 2//3/2011	Date: February 10,2014

EXHIBIT A

TO

RATE SCHEDULE FTS-2 SERVICE AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

DUKE ENERGY FLORIDA, INC.

DATED

11/01/2013

Contract No. 114932

Amendment No. 1

Effective Date of this Exhibit A: 01/01/2014

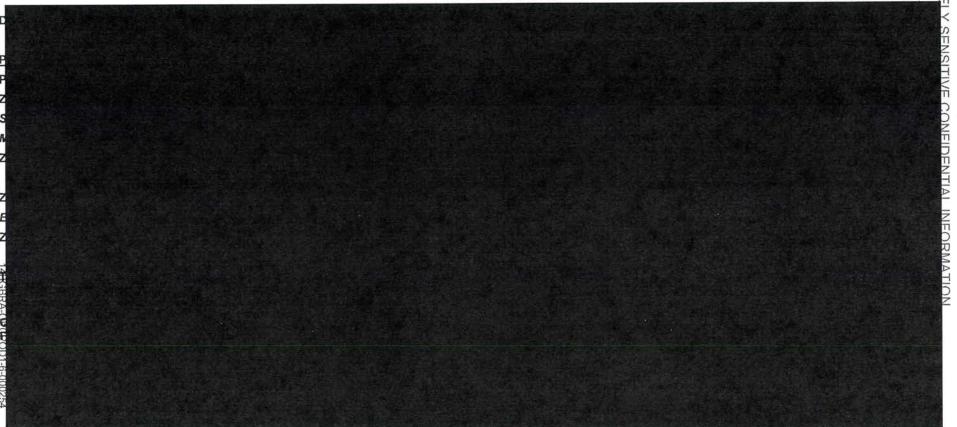


EXHIBIT B

TO

RATE SCHEDULE FTS-2 SERVICE AGREEMENT BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

DUKE ENERGY FLORIDA, INC.

DATED

11/01/2013

Contract No. 114932

Amendment No. 1

Effective Date of this Exhibit B: 01/01/2014



REDAVISED

FOR INTERNAL USE ONLY Request No. 160782 Contract No. 114933 Legal Entity No. 5736 DUNS No. 6923700

SERVICE AGREEMENT

Firm Transportation Service -Market Area

Rate Schedule FTS-2

Contract No. 114933

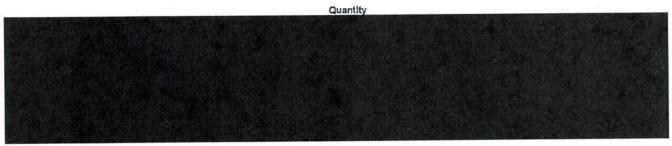
THIS AGREEMENT entered into this 1 day of November, 2013, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and Duke Energy Florida, Inc. (herein called "Shipper"),

WITNESSETH

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I -Not Applicable

ARTICLE II



ARTICLE III

Payment and Rights in the Event of Non-Payment



ARTICLE IV

Rates and Terms and Conditions of Service



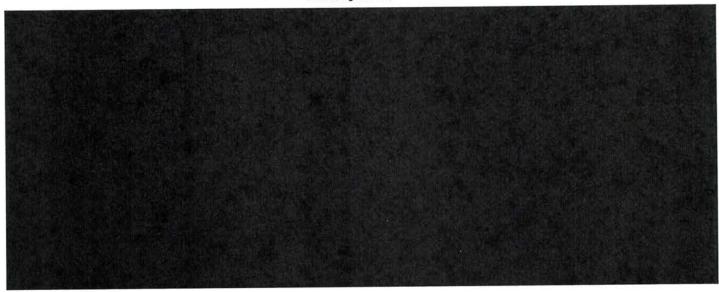
4.3 -Not Applicable

4.4 -Not Applicable

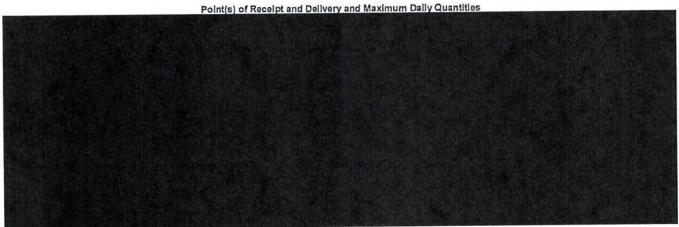
ARTICLE V



Term of Agreement



ARTICLE VI



ARTICLE VII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: Duke Energy Florida, Inc. ECO1X / PO Box 1006 Charlotte NC 28201-1006 Attention: Edward McCluskey Telephone No. 980-373-7511 FAX No. 919-546-2922

ARTICLE VIII

Construction of Facilities

COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION



ARTICLE IX -Not Applicable

ARTICLE X

Pressure



ARTICLE XI -Not Applicable

ARTICLE XII

Miscellaneous

12.1 (a) This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

12.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISIDCTION.

ARTICLE XIII

Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

Title: Senior Vice President, Chief Commercial Officer

Date: 8/28/2013

Duke Energy Florida, Inc.

By:

Name Alexander (Sasha) Weintraub

Vice President - Fuels and Systems Optimization

Date:

Title:

Date:

EXHIBIT A

TO

RATE SCHEDULE FTS-2 SERVICE AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

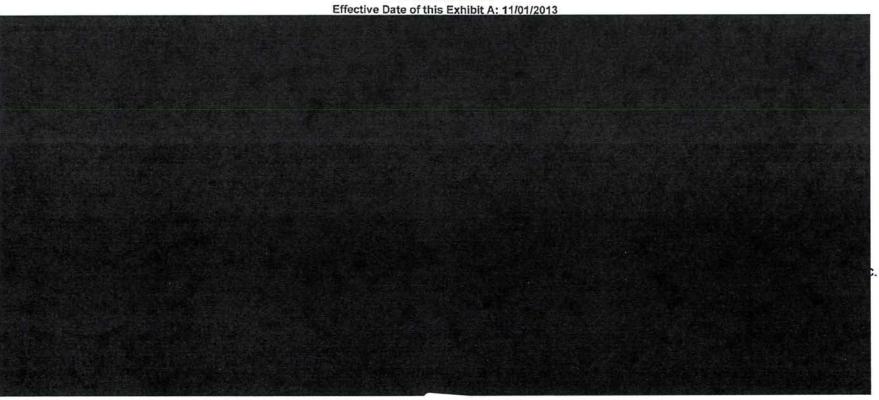
AND

Duke Energy Florida, Inc. DATED

11/01/2013

Contract No. 114933

Amendment No. 0



14BGBRA-OPCPOD1-6-000259

KEDACTED

REDACTED

FOR INTERNAL USE ONLY Request No. 164332 Contract No. 114933 Legal Entity No. 5736 DUNS No. 6923700

SERVICE AGREEMENT

Firm Transportation Service - Market Area

Rate Schedule FTS-2

Contract No. 114933

THIS AGREEMENT entered into this 1st day of January, 2014, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and DUKE ENERGY FLORIDA, INC. (herein called "Shipper"),

WITNESSETH

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I

Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-2, the following terms when used herein shall have the meanings set forth below:

- 1.1 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC and as may be changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.
- 1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.
- 1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.
- 1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

ARTICLE II

Quantity

ARTICLE III

Payment and Rights in the Event of Non-Payment

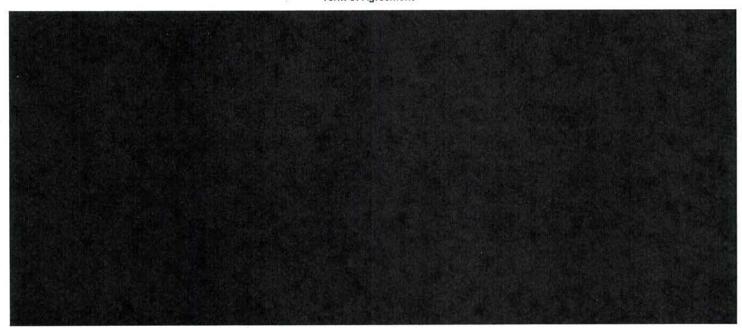
REDACTED

ARTICLE IV

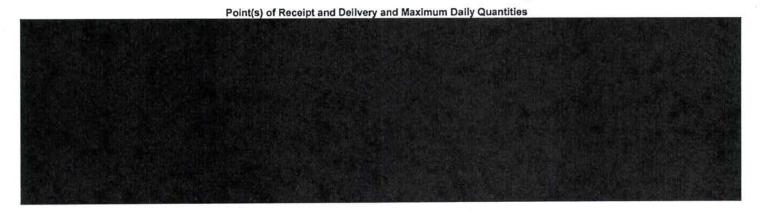


ARTICLE V

Term of Agreement



ARTICLE VI



COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION

REDACTED



ARTICLE VII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper:

DUKE ENERGY FLORIDA, INC. 526 SOUTH CHURCH STREET, EC02F CHARLOTTE, NC 28202-1802 Attention: JOHN TRIMBLE Telephone No. 980-373-7533 FAX No. 704-382-4014

ARTICLE VIII



ARTICLE IX



ARTICLE X



ARTICLE XI - Not Applicable

ARTICLE XII

Miscellaneous

12.1 (a) This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

COMPETITIVELY SENSITIVE CONFIDENTIAL INFORMATION

REDACTED

- 12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.
- 12.3 This Agreement contains Exhibits A and B which are incorporated fully herein.
- 12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISIDCTION.

ARTICLE XIII

Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper: Contract No. 114933 dated 11/01/2013.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER	SHIPPER	
FLORIDA GAS TRANSMISSION COMPANY, LLC By: A C	DUKE ENERGY FLORIDA, INC. By: Name: Keith B. Trent Title: Executive Vice President & coo Date: February 10, 2014	Regulated Utilities

EXHIBIT A

TO

RATE SCHEDULE FTS-2 SERVICE AGREEMENT BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

DUKE ENERGY FLORIDA, INC.

DATED

11/01/2013

Contract No. 114933

Amendment No. 1

Effective Date of this Exhibit A: 01/01/2014

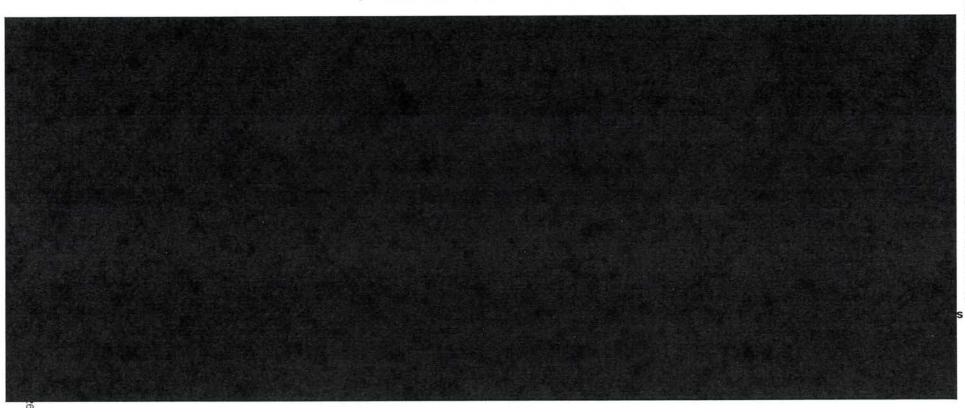


EXHIBIT B

TO

RATE SCHEDULE FTS-2 SERVICE AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

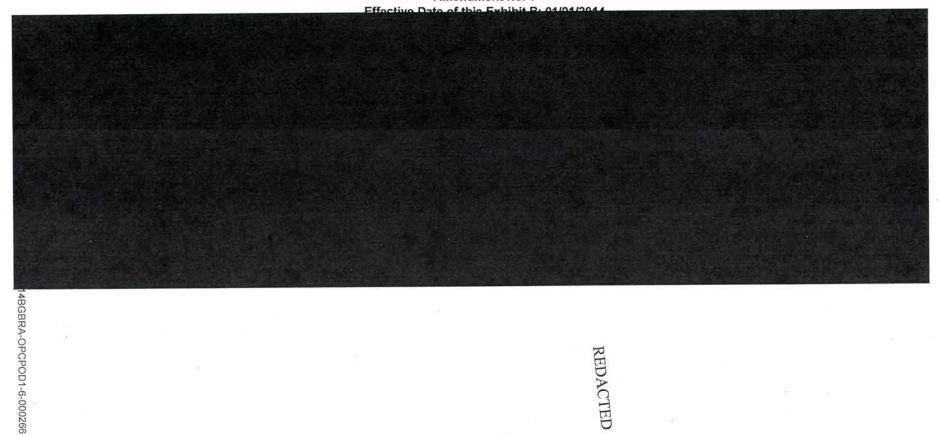
DUKE ENERGY FLORIDA, INC.

DATED

11/01/2013

Contract No. 114933

Amendment No. 1



HEDASTED

FOR INTERNAL USE ONLY Request No. 160784 Contract No. 114934 Legal Entity No. 5736 DUNS No. 6923700

SERVICE AGREEMENT Firm Transportation Service-Market Area Rate Schedule FTS-1 Contract No. 114934

THIS AGREEMENT entered into this 1 day of November, 2013, by and between Fiorida Gas Transmission Company, LLC, a limited ilability company of the State of Delaware (herein called "Transporter"), and Duke Energy Fiorida, Inc. (herein called "Shipper"),

WITNESSETH

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I

Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

- 1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 6.2 hereof or in compliance with any final FERC order affecting such rate schedule.
- 1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II

Quantity



ARTICLE III

No Notices Transportation Service

ARTICLE IV

Payment and Rights in the Event of Non-Payment

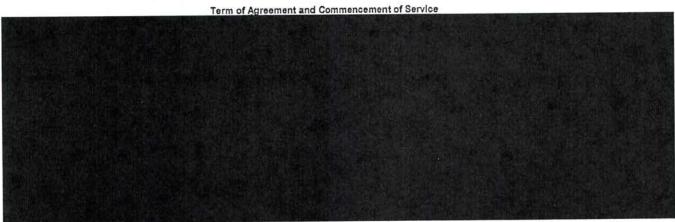
REDACTED

ARTICLE V

Rights to Amend Rates and Terms and Conditions of Service

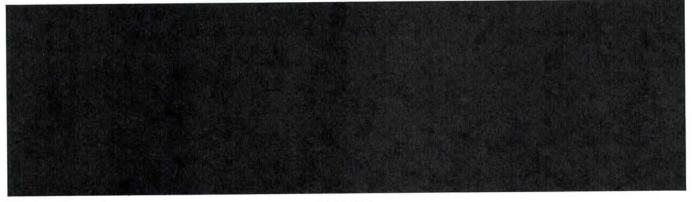


ARTICLE VI



ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Dally Quantities



ARTICLE VIII Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: Duke Energy Florida, Inc. ECO1X / PO Box 1006 Charlotte NC 28201-1006 Attention: Edward McCluskey Telephone 980-373-7511 FAX 919-546-2922

REDACTED

ARTICLE IX

Construction of Facilities

ARTICLE X -Not Applicable

ARTICLE XI

Pressure

ARTICLE XII

Other Provisions

ARTICLE XIII

Miscellaneous

- 13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.
- 13.2 No walver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a walver of any future defaults of a like or different character.
- 13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.
- 13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIV

Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

FLORIDA GAS TRANSMISSION COMPANY, LLC

Name: Robert Hayes

Title: Senior Vide President, Chief Commercial Officer

SHIPPER

Duke Energy Florida, Inc.

Executive Vice President, Coo Regulated utilities

EXHIBIT A

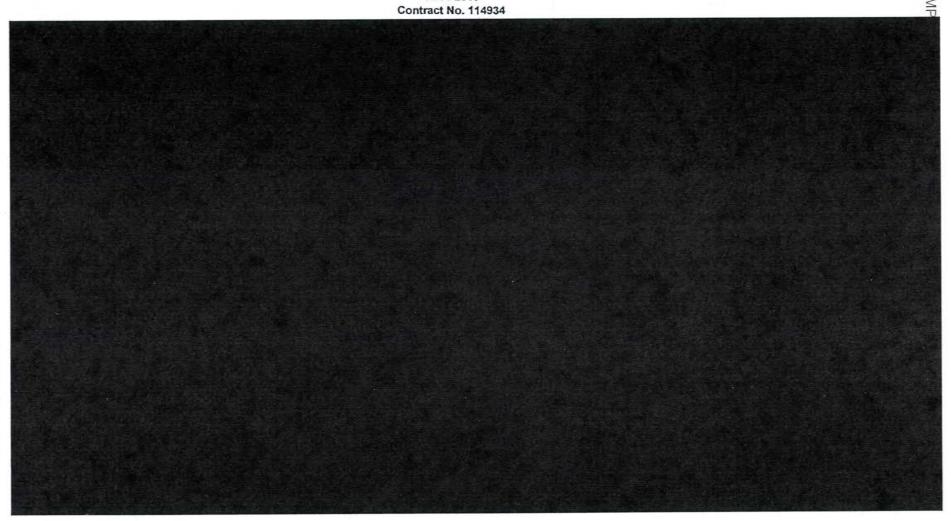
TO

RATE SCHEDULE FTS-1 SERVICE AGREEMENT BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC AND

Duke Energy Florida, Inc. DATED

11/01/2013



DOCUMENT	PAGE/LINE/ COLUMN	JUSTIFICATION
		contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.
Duke Energy Florida, Inc.'s Responses to Citizens' First Set of Interrogatories to Duke Energy Florida, Inc. No. 12	Response: 3 rd line, first two words	§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.
Duke Energy Florida, Inc.'s Responses to Citizens' First Request for Production No. 4a Bates Numbers 14BGBRA-OPCPOD1-4a-000001 through 14BGBRA-OPCPOD1-4a-000925 through 14BGBRA-OPCPOD1-4a-000925 through 14BGBRA-OPCPOD1-4a-001099	All information on pages	§366.093(3)(a), Fla. Stat. The document in question contains proprietary confidential information relating to trade secrets, the disclosure of which would impair DEF's business operations. §366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), Fla. Stat. The document portions in question contain confidential information

DOCUMENT	PAGE/LINE/ COLUMN	JUSTIFICATION
	6	interests, the disclosure of which would impair the competitive business of the provider/owner of the information.
Duke Energy Florida, Inc.'s Responses to Citizens' First Request for Production No. 4a Bates Numbers 14BGBRA-OPCPOD1-4c- 000001 through 14BGBRA- OPCPOD1-4c-000101	All information on pages	§366.093(3)(a), Fla. Stat. The document in question contains proprietary confidential information relating to trade secrets, the disclosure of which would impair DEF's business operations.
-		§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.
		§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.
Duke Energy Florida, Inc.'s Responses to Citizens' First Request for Production No. 5 Bates Numbers 14BGBRA-OPCPOD1-5- 000001 through 14BGBRA- OPCPOD1-5-000051	Page 6, last 2 paragraphs on page; Pages 7 through 32 in their entirety; Page 33, first paragraph on page; Pages 35 and 36 in their entirety; Page 37, first paragraph on page; Page 42, first two paragraphs on	§366.093(3)(a), Fla. Stat. The document in question contains proprietary confidential information relating to trade secrets, the disclosure of which would impair DEF's business operations.
	page; Page 45, all information following 4 th line on page; Page 48, last paragraph on page; Page 49 in its entirety; Page 50,	§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on

DOCUMENT	PAGE/LINE/	JUSTIFICATION
	first three paragraphs on page	favorable terms. §366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.
Duke Energy Florida, Inc.'s Responses to Citizens' First Request for Production No. 6 Bates Numbers 14BGBRA-OPCPOD1-6-000001 through 14BGBRA-OPCPOD1-6-000271	Page 1, last two paragraphs on page; Page 3, last two paragraphs on page; Pages 4 through 7 in their entirety; Page 8, all information on page exclusive of paragraph headings; Page 9, last paragraph on page; Page 10 in its entirety; Page 11, all information on page exclusive of paragraph headings; Pages 12 and 13 in their entirety; Page 14, first paragraph on page; Page 17, all information on page exclusive of headings; Page 18 in its entirety; Page 18 in its entirety; Page 19, all information on page exclusive of headings; Page 20, last paragraph on page; Pages 21 and 22, all information on pages; Pages 21 and 22, all information on page exclusive of headings and signature blocks; Page 32, lines 10 through 12 in their entirety; Page 33, all information on page exclusive of heading; Page exclusive of heading; Page exclusive of heading; Page exclusive of heading; Page	§366.093(3)(a), Fla. Stat. The document in question contains proprietary confidential information relating to trade secrets, the disclosure of which would impair DEF's business operations. §366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.

Fourth Request for Confidential Classification Confidentiality Justification Matrix

DOCUMENT	PAGE/LINE/ COLUMN	JUSTIFICATION
	34, last three paragraphs on	
	page; Page 35, first	
	paragraph on page; Page	
	36, Lines 4 through 10	
	following heading; Pages	
	37 and 38, all information	
	on page following heading;	
	Page 40 through 42, all	
	information on pages	
	exclusive of paragraph	
	headings; Page 43, all	
	information in last	
	paragraph; Page 44, all	
	information in first two	
	paragraphs exclusive of	
	headings; Page 46, all	
	information on page	
	exclusive of heading; Page	
	47, all information on	
	page; Page 48, all	
	information on page	
	exclusive of heading; Page	
	49, all information in first	
	and second paragraphs	
	following introduction	
	lines; Page 50, all	
	information on page	
	exclusive of heading; Page	
	51, all information in first	
	paragraph following	
	introduction lines; Page 52,	
	all information on page	
	exclusive of headings;	
	Page 53 in its entirety;	
	Page 54, Section	
	Realignment of Points;	
	Page 55, all information on	
	page exclusive of header;	
	Page 56, all information on	
	page; Page 57, all	
	information on page	
	exclusive of header; Page	
	59 and 60, all information	

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DOCUMENT	PAGE/LINE/ COLUMN	JUSTIFICATION
	on pages exclusive of	
	headings; Page 61, all	
	information in first	
	paragraph; Page 62, all	
	information on page	
	exclusive of headings;	
	Page 63 through 65, all	
	information on pages;	
	Pages 67 and 68, all	
	information on page	
	exclusive of headers; Page	
	1 2 2 2	
	69, last four paragraphs on page; Page 71, all	
	1 0 0	
	information on page	
	between salutation and	
	signature line; Page 72, all	
	information between	
	heading and signature	
	block; Page 73, all	
	information between	
	salutation and signature	
	line; Page 74, last two	
	paragraphs on page; Page	
	75, first paragraph on page;	
	Page 76, last six	
	paragraphs on page; Page	
	77 and 78, all information	
	on page; Page 79, first 3	
	paragraphs on page; Page	
	82, last two paragraphs on	
	page; Page 83, first two	
	paragraphs on page; Page	
	84, last two paragraphs on	
	page; Page 85, all	
	information on page	
	exclusive of heading;	
	Pages 86 through 88, all	
	information on pages; Page	
	89, all information on page	
	exclusive of headings;	
	Page 90, last paragraph on	
	page; Page 91, all	
	information on page; Page	

DOCUMENT	PAGE/LINE/ COLUMN	JUSTIFICATION
	92, all information on page	
	exclusive of headings;	
*	Pages 93 and 94, all	
	information on pages; Page	
	95, first paragraph on page;	
	Page 98, all information on	
	page exclusive of heading;	
	Page 99, all information on	
	page; Page 100, all	
	information on page	
	exclusive of heading; Page	
	101, last two paragraphs on	
	page; Page 102 – 103, in	
	their entirety; Pages 105	
	through 110, all	
	information on page	
	between heading and	
	signature block; Page 113,	
	all information in lines 10	
	through 13; Page 114, all	
	information on page	
	exclusive of headers; Page	
	115, all information on	
	page following salutation;	
	Page 116, all information	
	in first four paragraphs;	
	Page 117, all information in section Realignment of	
	Points; Pages 118 through	
	122, all information on	
	page exclusive of headings;	
	Page 123, first paragraph	
	on page; Page 124, all	
	information on page	
	exclusive of headers; Pages	
	125 through 127, entire	
	pages; Pages 129 and 130,	
	all information on page	
	exclusive of header; Page	
	131, all information in	
	numbered paragraphs;	
	Page 133, all information	
	in paragraphs between	

DOCUMENT	PAGE/LINE/ COLUMN	JUSTIFICATION
	salutation and signature	40
	lines; Page 134, all	
	information between	
	headings and signature	
	blocks; Page 135, all	
	information between	
	salutation and signature	
	block; Page 136, all	
	information in last two	
	paragraphs of page; Page	9
	137, first paragraph in its	
	entirety; Page 138, last two	
	paragraphs on page; Page	
	139 and 140 in their	
	entirety; Page 141, first	
	four paragraphs on page;	
	Page 144, all information	
	on page following	
	salutation; Page 145, all	
	information in first three	
	paragraphs on page; Page	
	147, all information in	
	Articles II, III, and IV	
	exclusive of headings;	
	Pages 148 and 149 in their	
	entirety; Pages 150 and	
	151, all information on	
	page exclusive of heading;	
	Page 152, all information	
	in first paragraph; Pages	
	153 and 154, all	
	information exclusive of	
	headings, Page 155 in its	
	entirety; Page 156, first	
	four and last paragraphs on	
	page; Page 158 through	
	163, all information on	
	pages exclusive of	
	headings; Page 164, all	
	information on page	
	following salutation; Page	
	165, all information in first	
	four paragraphs on page;	

DOCUMENT	PAGE/LINE/ COLUMN	JUSTIFICATION
	Page 166, all information	
	on page following re: line;	
	Page 167, all information	
	on page before signature	
	block; Page 169, all	
	information in Article II,	
	III and IV exclusive of	
	headings; Pages 170 and	
	171 in their entirety; Page	
	172 and 173 all	
	information on page	
	exclusive of heading; Page	
	174, first paragraph on	
	page; Page 175, all	
	information in Article II,	
	III and IV exclusive of	
	headings; Page 176, all	
	information on page	
	exclusive of headings;	=
	Page 177 in its entirety;	
	Page 178, first four and last	
	paragraphs in their entirety;	
	Pages 180 through 185, all	
	information on page	
	exclusive of headings;	
	Page 186, all information	
	following salutation; Page	
	187, all information in first	
	four paragraphs on page;	
	Page 188, all information	
	in Article II and III	
	exclusive of headings;	
	Page 189, all information	
	on page exclusive of	
	paragraph headings; Page	
	190, all information in first	
	two and last paragraphs on	
	page; Page 191, all	
	information in paragraphs	
	Article X and XI exclusive	
	of headings; Pages 192	
	through 193, all	
	information on page	

DOCUMENT	PAGE/LINE/ COLUMN	JUSTIFICATION
	exclusive of heading; Page	
	195, first three paragraphs	
	following introduction	
	lines; Pages 196 through	
	198, all information on	
	pages excluding headings;	
	Pages 201 through 205, all	
	information on page	
	following headers; Page	
	206, first paragraph on	
	page; Page 207 and 208, all	
	information on pages	
	exclusive of headings;	
	Pages 211 through 216, all	
	information on pages	
	following title; Page 217 -	
	218, all information in	
	Articles exclusive of titles;	
	Page 219, 1 st paragraph and	
	all information in Articles	
	IX and XI; Pages 221 and	
	222, all information on	
	page following title lines;	
	Page 223, all information	
	in section realignment of	
	points; Page 224 – 225, all	
	information on pages	
	following heading; Page	
	226, all information in	
	section realignment of	
	points; Pages 227 - 228, all	
	information on page	
	following title lines; Page	
	229, all information in	
	Articles II, III, IV and V	
	exclusive of titles; Page	
	230, all information in	
	Articles VI, VIII, X and XI	
	exclusive of titles; Page	
	232 and 233, all	
	information on page	
	exclusive of heading; Page	
	234, all information in 1 st	

DOCUMENT	PAGE/LINE/ COLUMN	JUSTIFICATION
	eight paragraphs following	
	Contract Number; Page	
	235, all information in	
	Article I, II, III and IV	
	exclusive of titles; Page	8
	236, all information in	
	Articles V, VI, and VII	
	exclusive of titles; Page	
	237, all information in	
	Articles IX and XII	
	exclusive of titles; Pages	
	238 and 239, all	
	information on page	
	3 5	
	following headers; Page	
	240, all information in	\$
	Article II, III and IV	
	exclusive of titles; Page	
	241, all information in	
	Article V, VI, VII	
	exclusive of titles; Page	
	242, all information in	
	Article IX and XI	
	exclusive of titles; Pages	
	243 and 244, all	
	information on page	
	exclusive of titles; Page	
	245, all information in	
	Article II, III and IV, Page	
	246, all information in	
	Articles V, VI, VII	
	exclusive of titles; Page	
	247, all information in	
	Article IX and XI	
	exclusive of titles; Pages	
	248 and 249, all	
	information on page	
	exclusive of headings;	
	Page 250, all information	
	in Article II and III	
	exclusive of titles; Page	
	251, all information in	
	Article IV, V and VI	
	exclusive of titles; Page	

DOCUMENT	PAGE/LINE/	JUSTIFICATION
	COLUMN	
	252, all information in first	
	paragraph and Article VIII,	
	IX, X exclusive of titles;	
	Page 253, first two lines on	
	page; Pages 254 and 255	
	all information on page	
	exclusive of headings;	
	Page 256, all information	
	in Article II, III and IV	
	exclusive of titles; Page	
	257, all information under	
	Terms of Agreement,	
	Article VI, VIII exclusive	
	of titles; Page 258, 1st	
	paragraph on page, Article	
	X exclusive of title and	
	Article XII 12.1.(b); Pages	
	259 and 260, all	
	information on page	
	exclusive of heading; Page	
	261, all information under	
	Article II, III exclusive of	
	title; Page 262, all	
	information under Article	
	IV, V, and VI exclusive of	
	titles; Page 263, 1 st	
	paragraph on page, all	
	information in Articles	
	VIII, IX and X exclusive of	
	titles; Page 264, first two	
	lines on page; Pages 265	
	and 266, all information on	
	150	
	page following heading;	
	Page 267, all information	
	under Article II, III and IV	
	exclusive of title; Page	
	268, all information under	
	Article V, VI, and VII	
	exclusive of title; Page	
	269, all information in	
	Article IX and XI	
	exclusive of titles; Pages	
	270 and 271, all	

DOCUMENT	PAGE/LINE/ COLUMN	JUSTIFICATION
	information on page exclusive of heading	
Duke Energy Florida, Inc.'s Responses to Citizens' First Request for Production No. 6 Bates Numbers 14BGBRA-OPCPOD1-10- 000001	All information in last column	§366.093(3)(a), Fla. Stat. The document in question contains proprietary confidential information relating to trade secrets, the disclosure of which would impair DEF's business operations.
		§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.
	48	§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.
Duke Energy Florida, Inc.'s Responses to Citizens' First Request for Production No. 6 Bates Numbers 14BGBRA-OPCPOD1-10- 000020	All Total Project Costs shown in table 5.1	§366.093(3)(a), Fla. Stat. The document in question contains proprietary confidential information relating to trade secrets, the disclosure of which would impair DEF's business operations.
		§366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms.

Fourth Request for Confidential Classification Confidentiality Justification Matrix

DOCUMENT	PAGE/LINE/ COLUMN	JUSTIFICATION
		§366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.
Duke Energy Florida, Inc.'s Responses to Citizens' First Request for Production No. 6 Bates Numbers 14BGBRA-OPCPOD1-10- 000023	All information shown in last column on table	§366.093(3)(a), Fla. Stat. The document in question contains proprietary confidential information relating to trade secrets, the disclosure of which would impair DEF's business operations. §366.093(3)(d), Fla. Stat. The document portions in question contain confidential contractual information, the disclosure of which would impair DEF's efforts to contract for goods or services on favorable terms. §366.093(3)(e), Fla. Stat. The document portions in question contain confidential information relating to competitive business interests, the disclosure of which would impair the competitive business of the provider/owner of the information.

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