

REDACTED

PEF'S *OS0078-EI*
EIGHTH
REQUEST FOR
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ATTACHMENT
B

DOCUMENT NUMBER-DATE

06895 JUL 19 88

FPSC-COMMISSION CLERK

CONFIDENTIAL

STAFF 4th POD

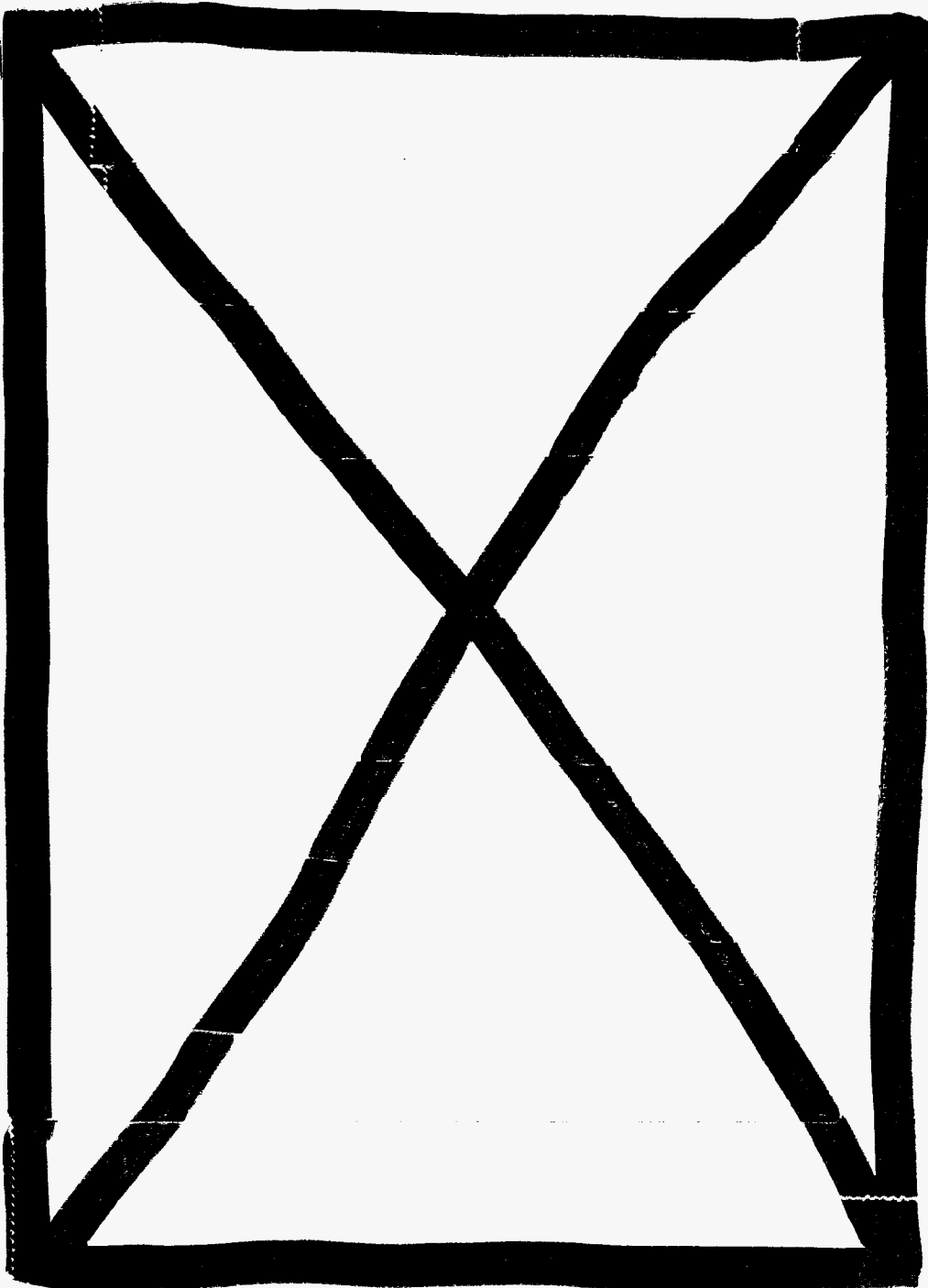
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DOCUMENT NUMBER-DATE

06895 JUL 19 83

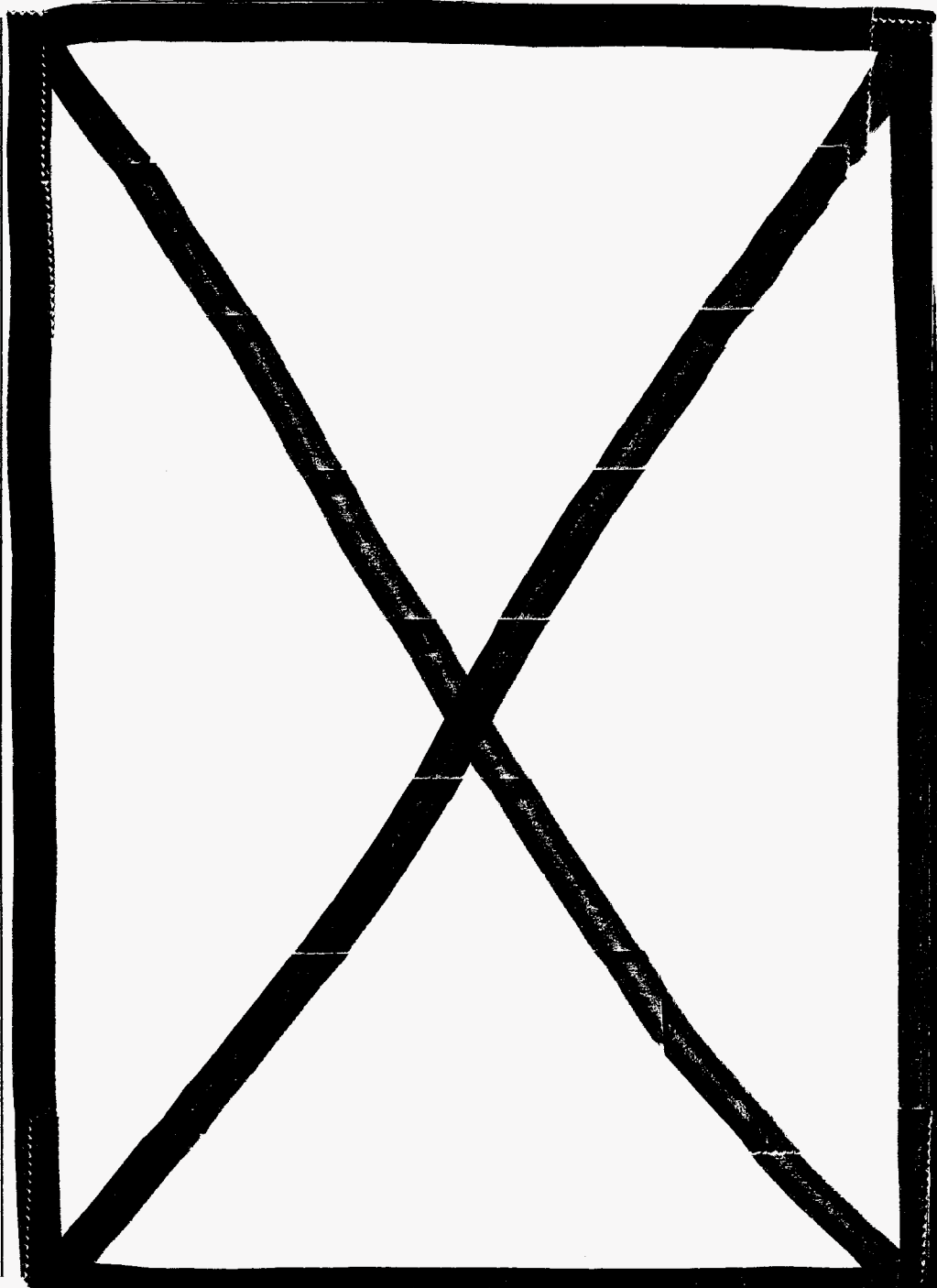
FPSC-COMMISSION CLERK

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10/8/2004	May-05	767158	767158	0	AKI895	PEF	Deutsche Bank AG	Fixed Swap
5/14/2004	Jun-05	554664	554664	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
5/27/2004	Jun-05	573490	573490	0	AHU545	PEF	BP Products North America	Fixed Swap
5/27/2004	Jun-05	573741	573741	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap
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6/4/2004	Jun-05	585539	585539	0	AHY524	PEF	Deutsche Bank AG	Fixed Swap
6/8/2004	Jun-05	590905	590905	0	AHZ954	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
6/28/2004	Jun-05	618301	618301	0	AJ637	PEF	Deutsche Bank AG	Fixed Swap
6/28/2004	Jun-05	618313	618313	0	AJ644	PEF	& Company Energy Risk Managemen	Fixed Swap
8/3/2004	Jun-05	668340	668340	0	AJB209	PEF	Deutsche Bank AG	Fixed Swap
8/4/2004	Jun-05	669014	669014	0	AJB368	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
8/4/2004	Jun-05	669310	669310	0	AJB443	PEF	BP Products North America	Fixed Swap
8/4/2004	Jun-05	669328	669328	0	AJB442	PEF	Deutsche Bank AG	Fixed Swap
8/19/2004	Jun-05	689303	689303	0	AJH894	PEF	J Aron	Fixed Swap
8/20/2004	Jun-05	689860	689860	0	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
8/27/2004	Jun-05	698577	698577	0	AJL568	PEF	Deutsche Bank AG	Fixed Swap
8/27/2004	Jun-05	698588	698588	0	AJL574	PEF	Deutsche Bank AG	Fixed Swap
8/30/2004	Jun-05	701738	701738	0	AJN342	PEF	J Aron	Fixed Swap
8/30/2004	Jun-05	701757	701757	0	AJN351	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
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6/28/2004	Jul-05	618303	618303	0	AJ637	PEF	Deutsche Bank AG	Fixed Swap
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8/4/2004	Aug-05	669314	669314	0	AJB443	PEF	BP Products North America	Fixed Swap
8/4/2004	Aug-05	669335	669335	0	AJB442	PEF	Deutsche Bank AG	Fixed Swap
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8/20/2004	Aug-05	689864	689864	0	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
8/27/2004	Aug-05	698581	698581	0	AJL568	PEF	Deutsche Bank AG	Fixed Swap
8/27/2004	Aug-05	698593	698593	0	AJL574	PEF	Deutsche Bank AG	Fixed Swap
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8/20/2004	Sep-05	689866	689866	0	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
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PEF # 6 Oil Hedge Deals (MTM)
As of 6/15/2005

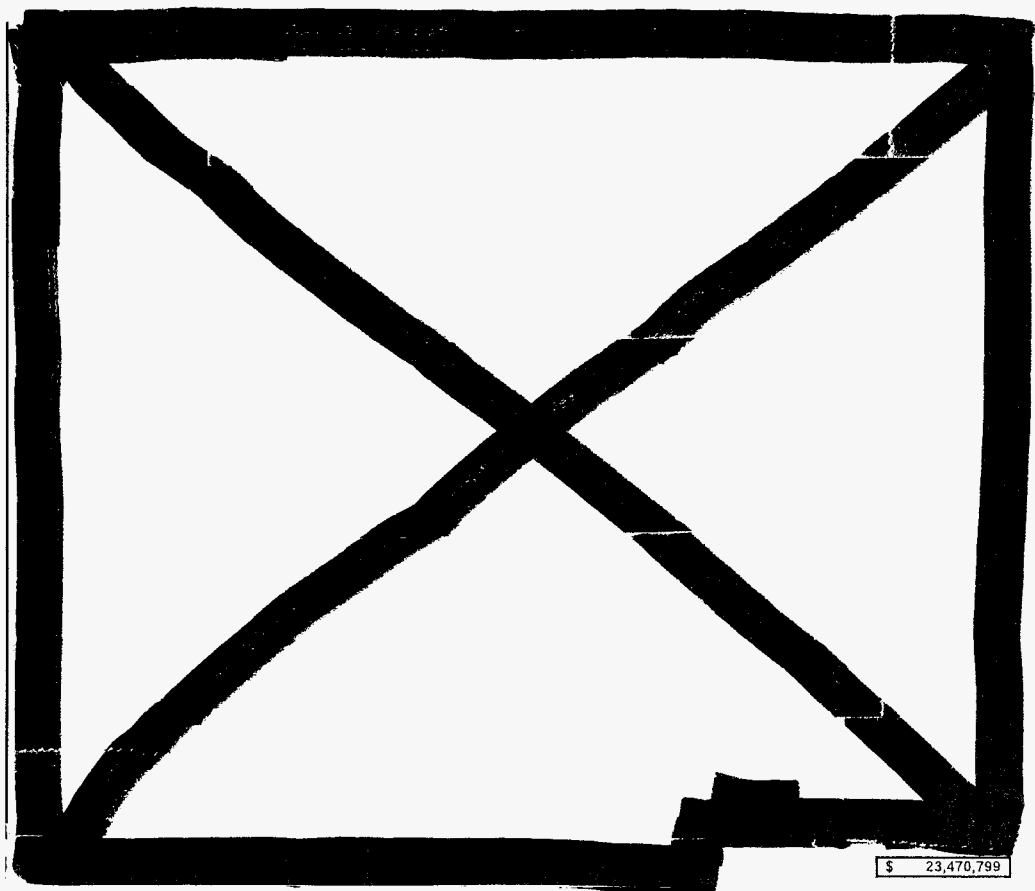
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8/4/2004	Oct-05	669340	669340	0	AJB442	PEF	Deutsche Bank AG	Fixed Swap
8/19/2004	Oct-05	689313	689313	0	AJH894	PEF	J Aron	Fixed Swap
8/20/2004	Oct-05	689868	689868	0	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
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5/27/2004	Nov-05	573757	573757	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap
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10/28/2004	Nov-05	800145	800145	0	AKT233	PEF	BP Products North America	Fixed Swap
10/28/2004	Nov-05	800161	800161	0	AKT240	PEF	BP Products North America	Fixed Swap
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5/27/2004	Dec-05	573763	573763	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap
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10/28/2004	Dec-05	800164	800164	0	AKT240	PEF	BP Products North America	Fixed Swap
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8/19/2004	Jan-06	689323	689323	0	AJH894	PEF	J Aron	Fixed Swap
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5/14/2004	Feb-06	554760	554760	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
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5/27/2004	Feb-06	573770	573770	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap
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5/27/2004	Mar-06	573514	573514	0	AHU545	PEF	BP Products North America	Fixed Swap
5/27/2004	Mar-06	573772	573772	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap
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6/8/2004	Apr-06	590912	590912	0	AH2966	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
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5/27/2004	May-06	573520	573520	0	AHU545	PEF	BP Products North America	Fixed Swap
5/27/2004	May-06	573777	573777	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap
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6/4/2004	May-06	585559	585559	0	AHY539	PEF	Deutsche Bank AG	Fixed Swap
6/8/2004	May-06	590914	590914	0	AH2966	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
8/19/2004	May-06	689331	689331	0	AJH894	PEF	J Aron	Fixed Swap
8/20/2004	May-06	689890	689890	0	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
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8/27/2004	May-06	698614	698614	0	AJL590	PEF	J Aron	Fixed Swap
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10/8/2004	May-06	767216	767216	0	AKI924	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
5/14/2004	Jun-06	554773	554773	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
5/27/2004	Jun-06	573522	573522	0	AHU545	PEF	BP Products North America	Fixed Swap
5/27/2004	Jun-06	573778	573778	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap
6/4/2004	Jun-06	585508	585508	0	AHY512	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
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8/19/2004	Jun-06	689333	689333	0	AJH894	PEF	J Aron	Fixed Swap
8/20/2004	Jun-06	689894	689894	0	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap



PEF # 6 Oil Hedge Deals (MTM)
As of 6/15/2005

CONFIDENTIAL

6/27/2004	Jun-06	698601	698601	0	AJL580	PEF	J Aron	Fixed Swap
6/27/2004	Jun-06	698618	698618	0	AJL590	PEF	J Aron	Fixed Swap
10/8/2004	Jun-06	767202	767202	0	AKI916	PEF	J Aron	Fixed Swap
10/8/2004	Jun-06	767220	767220	0	AKI924	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
5/14/2004	Jul-06	554777	554777	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
5/27/2004	Jul-06	573524	573524	0	AHU545	PEF	BP Products North America	Fixed Swap
5/27/2004	Jul-06	573780	573780	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap
6/4/2004	Jul-06	585510	585510	0	AHY515	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
6/4/2004	Jul-06	585565	585565	0	AHY539	PEF	Deutsche Bank AG	Fixed Swap
6/8/2004	Jul-06	590916	590916	0	AHZ970	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
8/19/2004	Jul-06	689335	689335	0	AJH894	PEF	J Aron	Fixed Swap
8/20/2004	Jul-06	689896	689896	0	AJ1136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
8/27/2004	Jul-06	698606	698606	0	AJL580	PEF	J Aron	Fixed Swap
8/27/2004	Jul-06	698620	698620	0	AJL590	PEF	J Aron	Fixed Swap
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10/8/2004	Jul-06	767222	767222	0	AKI9124	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
5/14/2004	Aug-06	554786	554786	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
5/27/2004	Aug-06	573527	573527	0	AHU545	PEF	BP Products North America	Fixed Swap
5/27/2004	Aug-06	573782	573782	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap
6/4/2004	Aug-06	585512	585512	0	AHY515	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
6/4/2004	Aug-06	585567	585567	0	AHY539	PEF	Deutsche Bank AG	Fixed Swap
6/8/2004	Aug-06	590917	590917	0	AHZ970	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
8/19/2004	Aug-06	689337	689337	0	AJH894	PEF	J Aron	Fixed Swap
8/20/2004	Aug-06	689898	689898	0	AJ1136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
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8/27/2004	Aug-06	698622	698622	0	AJL590	PEF	J Aron	Fixed Swap
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10/8/2004	Aug-06	767224	767224	0	AKI924	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
5/14/2004	Sep-06	554788	554788	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
5/27/2004	Sep-06	573531	573531	0	AHU545	PEF	BP Products North America	Fixed Swap
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6/8/2004	Sep-06	590920	590920	0	AHZ970	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
8/19/2004	Sep-06	689339	689339	0	AJH894	PEF	J Aron	Fixed Swap
8/20/2004	Sep-06	689910	689910	0	AJ1136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap
8/27/2004	Sep-06	698610	698610	0	AJL580	PEF	J Aron	Fixed Swap
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5/27/2004	Oct-06	573535	573535	0	AHU803	PEF	BP Products North America	Fixed Swap
5/27/2004	Oct-06	573786	573786	0	AHU932	PEF	Deutsche Bank AG	Fixed Swap
8/19/2004	Oct-06	689341	689341	0	AJH894	PEF	J Aron	Fixed Swap
8/20/2004	Oct-06	689912	689912	0	AJ1136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap



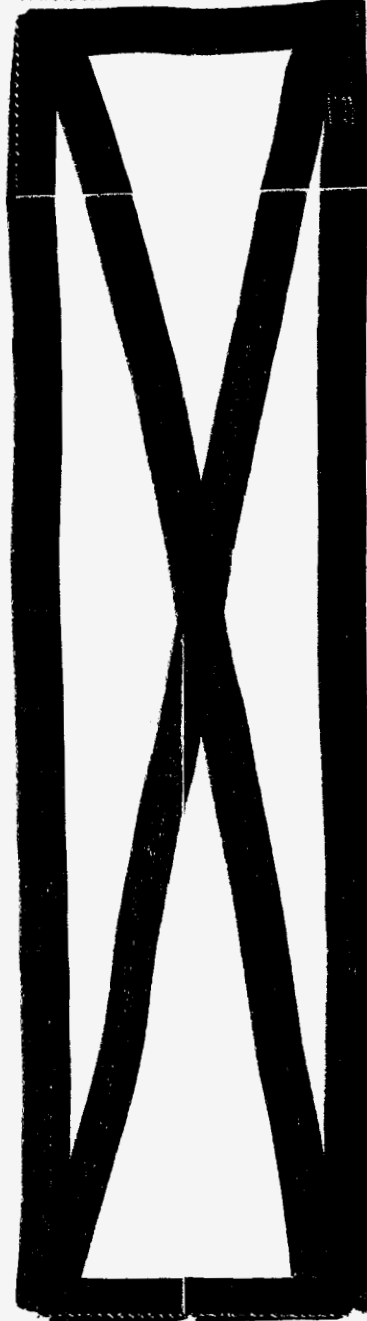
Checks:

\$ 23,470,799

PEF # 6 Oil Hedge Deals (MTM)
As of 6/15/2005

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ZN Input Discounted MTM	MTM	ZN Input MTM
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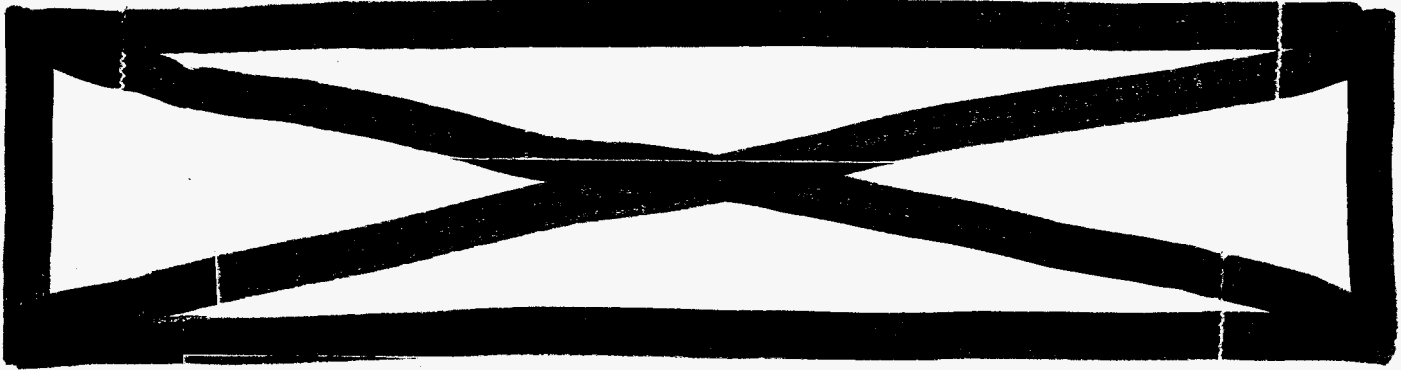


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PEF # 6 Oil Hedge Deals (MTM)
As of 6/15/2005

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PEF # 6 Oil Hedge Deals (MTM)
As of 6/15/2005

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PEF-RC-021977

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PEF Oil Hedges - MtM
10/29/2004


	Delivery Month					
Data	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	
Sum of Volume	[REDACTED]					
Sum of Discounted MTM	[REDACTED]					

	Short Term < 13 Months November 2004 - October 2005	Long Term > 12 Months November 2005 - October 2006	Total
Volume	[REDACTED]		[REDACTED]
Discounted MtM	[REDACTED]		\$23,470,799


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Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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Nov-05	Dec-05	Jan-06	Feb-06	Mar-06	Apr-06	May-06
						

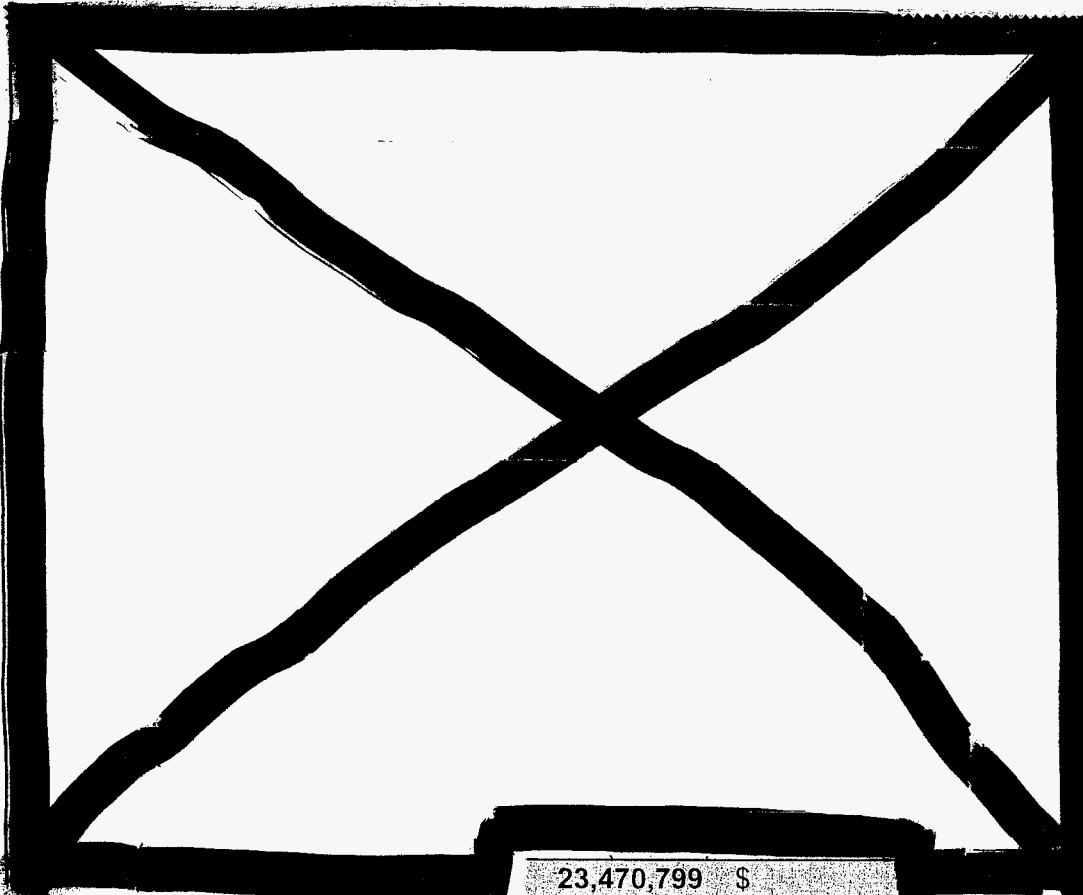
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Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Grand Total
					23470799

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Current Date		
ALL POSITIONS	As of	10/29/2004

#6 Oil Fixed Swap (Financial Hedge Contracts)

Transaction Month	Data			
	Volume	Sum of MTM	Sum of Discounted MTM	Average of Market Price
Nov-04				
Dec-04				
Jan-05				
Feb-05				
Mar-05				
Apr-05				
May-05				
Jun-05				
Jul-05				
Aug-05				
Sep-05				
Oct-05				
Nov-05				
Dec-05				
Jan-06				
Feb-06				
Mar-06				
Apr-06				
May-06				
Jun-06				
Jul-06				
Aug-06				
Sep-06				
Oct-06				
Grand Total			23,470,799	\$

✓

failure to pay referred to in (2) is a failure to pay caused by an error or omission of an administrative or operational nature; and (b) funds were available to the party to enable it to make the relevant payment when due; and (c) the relevant payment is made within three Local Business Days following receipt of written notice from an interested party of the failure to pay.

“Specified Indebtedness” shall have the meaning specified for such term in Section 14 of this Agreement; provided, however, in no event shall such term include amounts not paid due to an Illegality.

“Threshold Amount” means (i) with respect to Party A, [REDACTED] of the stockholders’ equity of Party A (or Party A’s Credit Support Provider, as applicable) and (ii) with respect to Party B, [REDACTED] of the stockholders’ equity of Party B (or Party B’s Credit Support Provider, as applicable).

- (d) **Termination Events.** Section 5(b)(ii) is hereby amended by deleting the words “or there is a substantial likelihood that it will”. Section 5(b)(v) is hereby amended by deleting the words “or any Confirmation” and “or such Confirmation”.
- (e) The **“Credit Event Upon Merger”** provisions of Section 5(b)(iv) will apply and shall be amended in its entirety to read as follows:

If “Credit Event Upon Merger” is specified in the Schedule as applying to a party, (aa) such party (“X”), any Credit Support Provider of X or any applicable Specified Entity of X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity, or (bb) any person or entity acquires directly or indirectly the beneficial ownership of equity securities and has power to elect a majority of the board of directors of X or otherwise acquires directly or indirectly the power to control the policy making decisions of X, or (cc) X enters into any agreement providing for (aa) or (bb) above, and that action does not constitute an event described in Section 5(a)(viii) but the creditworthiness of the resulting, surviving or transferee entity is materially weaker than that of X or it’s Credit Support Provider or that Specified Entity, as the case may be, immediately before that action (and, in such event, X or its successor or transferee, as appropriate, will be the Affected Party); provided, however, that the phrase “materially weaker” **shall include, but shall not be limited to**, instances in which, on any date of determination, the senior, unsecured long term debt rating (not secured by third party credit enhancement) of the resulting, surviving, or transferee entity or such entity’s Credit Support Provider, if any, is rated less than investment grade or not rated by either Standard & Poor’s Rating Group or Moody’s Investor Services, Inc.; or”

- (f) The **“Automatic Early Termination”** provisions of Section 6(a) will not apply to Party A or to Party B.
- (g) **Calculations.** Section 6(d)(ii) is hereby changed by (i) deleting the words “on the day” from the second line thereof and replacing the deleted portion with “two (2) Local Business Days from the day”; and (ii) in the fourth line changing “two” to “three”.

(iii) **Other Eligible Support.** The following will qualify as “Other Eligible Support” for the party specified:

	Party A	Party B
Letter of Credit [as defined in Paragraph 13(j) below]	X	X

The Valuation Percentage shall be 100% of the Value of the Other Eligible Support unless (i) a Letter of Credit Default shall apply with respect to such Letter of Credit, or (ii) twenty (20) or fewer Local Business Days remain prior to the expiration of such Letter of Credit, in either of which case the Valuation Percentage shall be zero.

(iv) **Thresholds.**

(A) **“Independent Amount”** shall not apply for purposes of this Annex.

(B) **“Threshold”**

(i) For Party A means, as of any valuation date, the Threshold shall be

[REDACTED]

(ii) For Party B means, as of any valuation date, the Threshold shall be the lessor of

a. the maximum dollar amount, if any, provided in the guaranty from its Credit Support Provider; or

b. [REDACTED]

(C) **“Minimum Transfer Amount”** means, with respect to a party, [REDACTED] provided, however, that if an Event of Default or Termination Event has occurred and is continuing with respect to a party, the Minimum Transfer Amount with respect to such party shall be [REDACTED]

(D) **Rounding.** The Delivery Amount and the Return Amount will be rounded up and down respectively to the nearest integral multiple of \$ [REDACTED]

(c) **Valuation and Timing.**

(i) **“Valuation Agent”** means, for purposes of Paragraphs 3 and 5, the party making the demand under Paragraph 3, and, for purposes of Paragraph 6(d), the Secured Party receiving or deemed to receive the Distributions or the Interest Amount, as applicable, unless there has occurred and is continuing any Event of Default or Termination Event with respect to such party, in which case the other party shall be the Valuation Agent.

(ii) **“Valuation Date”** means any Local Business Day.

SCHEDULE
to the
ISDA Master Agreement
dated as of July 21, 2003
between
Deutsche Bank AG ("Party A")
and
Florida Power Corporation
d/b/a Progress Energy Florida, Inc. ("Party B")

Part 1. Termination Provisions.

- (a) "*Specified Entity*" means in relation to Party A and Party B for the purposes of:
- | | |
|--------------------|----------------|
| Section 5(a)(v): | Not Applicable |
| Section 5(a)(vi): | Not Applicable |
| Section 5(a)(vii): | Not Applicable |
| Section 5(b)(iv): | Not Applicable |
- (b) "*Specified Transaction*" shall have the meaning specified in Section 14 of this Agreement; provided, however, Section 14 is amended by adding the text ", commodity transaction, credit derivative transaction, repurchase or reverse repurchase transaction, securities lending transaction, futures transaction, prime brokerage or margin lending transaction" after the words "foreign exchange transaction" in the sixth line thereof.
- (c) The "*Cross Default*" provisions of Section 5(a)(vi) will apply to Party A and Party B; provided, however:
- (i) Section 5(a)(vi) is hereby amended by the deletion of the words "or becoming capable at such time of being declared" from clause (1) of such provision; and
- (ii) Adding at the end of Section 5(a)(vi) the following immediately after "period)":
- "and in either case, the other party determines in good faith that it has reasonable grounds to conclude that the performance by the Defaulting Party of its financial obligations hereunder is endangered."

With regard to Party A, "**Threshold Amount**" means [REDACTED] of its shareholders' equity (i.e., the sum of capital and disclosed reserves as reported in the most recently published annual audited consolidated financial statements of Deutsche Bank AG.)

With regard to Party B, any applicable Specified Entity of Party B or any Credit Support Provider of Party B, “**Threshold Amount**” means [REDACTED] of its shareholders’ equity (as calculated in accordance with generally accepted accounting principles applicable to it).”

- (d) The “*Credit Event Upon Merger*” provision in Section 5(b)(iv), which applies to both parties, is hereby amended to read as follows:

“(iv) **Credit Event Upon Merger.** “Credit Event Upon Merger” means that a Designated Event (as defined below) occurs with respect to a party, any Credit Support Provider of such party or any applicable Specified Entity of such party (in each case, “X”) and such Designated Event does not constitute a Merger Without Assumption under Section 5(a)(viii) hereof and, in the reasonable opinion of the other party, the creditworthiness of X or, if applicable, the successor, surviving or transferee entity of X, after taking into account any applicable Credit Support Document, is materially weaker than X immediately prior to such action, (and, in such event, such party or its successor, surviving or transferee entity, as appropriate, will be the Affected Party). The phrase “materially weaker” shall include, but shall not be limited to, instances in which the senior long term debt of the resulting, surviving, or transferee entity or such entity’s Credit Support Provider, if any, is rated less than investment grade by either Standard & Poor’s Rating Group or Moody’s Investor Services, Inc. For purposes hereof, a “Designated Event” with respect to X means that, after the date of this Agreement:

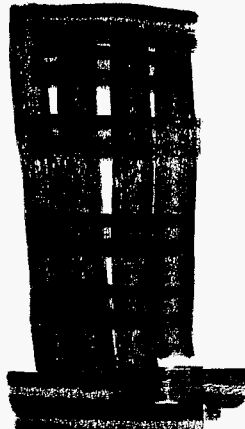
- (1) X consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets (or any substantial part of the assets comprising the business conducted by X as of the date of this Agreement) to, or receives all or substantially all the assets or obligations of, another entity;
- (2) any person or entity acquires directly or indirectly the beneficial ownership of equity securities having the power to elect a majority of the board of directors of X or otherwise acquires directly or indirectly the power to control the policy-making decisions of X;
- (3) X effects any substantial change in its capital structure by means of the issuance, incurrence or guarantee of debt or the issuance of preferred stock or other securities convertible into, or exchangeable for, debt or preferred stock; or
- (4) X enters into any agreement providing for any of the foregoing.”


- (e) The “*Automatic Early Termination*” provision of Section 6(a) will not apply to Party A or to Party B.

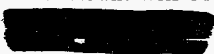
(x) an Event of Default, Potential Event of Default, Termination Event, Additional Termination Event or Specified Condition has occurred and is continuing with respect to (i) Party A or (ii) Party B or

(y) (i) Party A or (ii) Party B has no unsubordinated, unsecured, long-term debt rated by either Standard & Poor's Corporation or Moody's,

then the Threshold of the applicable party shall be zero.

<u>Rating by S&P</u>	<u>Rating by Moody's</u>	<u>Threshold in Dollars</u>
AAA	Aaa	
AA+ to AA-	Aa1 to Aa3	
A+ to A-	A1 to A3	
BBB+	Baa1	
BBB	Baa2	
BBB -	Baa3	
Below BBB- (or below)	Below Baa3 (or below)	

(C) *"Minimum Transfer Amount"* means with respect to either party:  provided, however, that the Minimum Transfer Amount for such party shall be zero upon the occurrence and during the continuance of an Event of Default, Potential Event of Default, Termination Event, Additional Termination Event, or Specified Condition with respect to such party.

(D) **Rounding.** The Delivery Amount and the Return Amount will be rounded up and down respectively to the nearest integral multiple of: 

(d) *Valuation and Timing.*

(i) *"Valuation Agent"* means, for purposes of Paragraphs 3 and 5, the party making the demand under Paragraph 3, and, for purposes of Paragraph 6(d), the Secured Party receiving or deemed to receive the Distributions or the Interest Amount, as applicable, unless there has occurred and is continuing any Event of Default or Termination Event with respect to such party, in which case the other party shall be the Valuation Agent.

(ii) *"Valuation Date"* means: Any Local Business Day.

(iii) *"Valuation Time"* means:

the close of business in the city of the Valuation Agent on the Valuation Date or date of calculation, as applicable;

the close of business on the Local Business Day before the Valuation Date or date of calculation, as applicable;

(e) “*Threshold Amount*” means (i) with respect to Party A, [REDACTED] of the stockholders’ equity of Party A (or Party A’s Credit Support Provider, as applicable) and (ii) with respect to Party B, [REDACTED], of the stockholders’ equity of Party B (or Party B’s Credit Support Provider, as applicable).

(f) The “*Credit Event Upon Merger*” provisions of Section 5(b)(iv) will apply to Party A and Party B; provided, however, that the phrase “materially weaker” shall include, but shall not be limited to, instances in which the senior long term debt of the resulting, surviving, or transferee entity or such entity’s Credit Support Provider, if any, is rated less than investment grade by either Standard & Poor’s Rating Group or Moody’s Investor Services, Inc.

(g) The “*Automatic Early Termination*” provisions of Section 6(a) will not apply to Party A or to Party B.

(h) **Calculations.** Section 6(d)(ii) is hereby changed by (i) deleting the words “on the day” from the second line thereof and replacing the deleted portion with “two (2) Local Business Days from the day”; and (ii) in the fourth line changing “two” to “three”.

(i) **Payments on Early Termination.** For the purpose of Section 6(e) of this Agreement:

- (i) Market Quotation will apply.
- (ii) The Second Method will apply.

(j) “*Termination Currency*” shall be United States Dollars.

(k) “*Additional Termination Event*” will apply to Party A and to Party B. The following will constitute an Additional Termination Event:

(1) **Impossibility.** The occurrence of an Impossibility will also be a Termination Event, as to which the Affected Party shall be subject to an Impossibility. For purposes of this Agreement, “Impossibility” will mean the occurrence of a natural or man-made disaster, armed conflict, act of terrorism, riot, labor disruption or any other circumstances beyond its control after the date on which a Transaction is entered into which occurrence or condition makes it impossible (other than as a result of its own misconduct) for such a party:

- (i) to perform any absolute or contingent obligation, to make a payment or delivery or to receive a payment or delivery in respect of such Transaction or to comply with any other material provision of this Agreement relating to such transaction;
- or

	Party A	Party B
Letter of Credit [as defined in Paragraph 13(j)]	X	X

The Valuation Percentage shall be 100% of the Value of the Other Eligible Support unless (i) a Letter of Credit Default shall apply with respect to such Letter of Credit, or (ii) fewer than twenty (20) Business Days remain prior to the expiration of such Letter of Credit, in either of which case the Valuation Percentage shall be zero.

(iv) **Thresholds.**

(A) **“Independent Amount”** shall not apply for purposes of this Annex.

(B) (i) **“Threshold”** for Party A means as of any Valuation Date shall mean the lowest of; (i) the amount set forth below under the heading “Threshold” set forth opposite the Credit Rating for Party A or its Credit Support Provider, if applicable (based on the lower of the S&P or the Moody’s ratings), (ii) the amount of any dollar limit contained in the then current guaranty provided by Party A or its Credit Support Provider, if applicable, that has been provided in relation to this Agreement or (iii) zero if an Event of Default with respect to Party A or its Credit Support Provider, if applicable as applicable has occurred and is continuing; provided, however, in the event that, and on the date that, Party A or its Credit Support Provider, if applicable cures the Event of Default on or prior to the date that Party A or its Credit Support Provider, if applicable is required to post Performance Assurance to Party B after a demand is made by Party B pursuant to the provisions of the Credit Support Annex on or after the occurrence of such Event of Default, (a) the Threshold for Party A or its Credit Support Provider, if applicable shall automatically increase from zero to the Threshold and (b) Party A or its Credit Support Provider, if applicable shall be relieved of its obligation to post Performance Assurance pursuant to such demand.

Party A Threshold



S&P Credit Rating

AAA (or above)
 AA- to AA+
 A- to A+
 BBB+
 BBB
 BBB-
 Below BBB- or unrated

Moody’s Credit Rating

Aaa (or above)
 Aa3 to Aa1
 A3 to A1
 Baa1
 Baa2
 Baa3
 Below Baa3 or unrated

In the event of a split rating by S&P and Moody’s the lower of the two ratings will apply; provided, however, that if a party is only rated by one of the ratings firms, that rating shall then apply.

(ii) "Threshold" for Party B means as of any Valuation Date shall mean the lowest of, (i) the amount set forth below under the heading "Threshold" set forth opposite the Credit Rating for Party B or its Credit Support Provider, if applicable (based on the lower of the S&P or the Moody's ratings), (ii) the amount of any dollar limit contained in the then current guaranty provided by Party B or its Credit Support Provider, if applicable, that has been provided in relation to this agreement or (iii) zero if an Event of Default with respect to Party B or its Credit Support Provider, if applicable as applicable has occurred and is continuing; provided, however, in the event that, and on the date that, Party B or its Credit Support Provider, if applicable cures the Event of Default on or prior to the date that Party B or its Credit Support Provider, if applicable is required to post Performance Assurance to Party A after a demand is made by Party A pursuant to the provisions of the Credit Support Annex on or after the occurrence of such Event of Default, (a) the Threshold for Party B or its Credit Support Provider, if applicable shall automatically increase from zero to the Threshold and (b) Party B or its Credit Support Provider, if applicable shall be relieved of its obligation to post Performance Assurance pursuant to such demand.

<u>Party B Threshold</u>	<u>S&P Credit Rating</u>	<u>Moody's Credit Rating</u>
[REDACTED]	AAA (or above)	Aaa (or above)
[REDACTED]	AA- to AA+	Aa3 to Aa1
[REDACTED]	A- to A+	A3 to A1
[REDACTED]	BBB+	Baa1
[REDACTED]	BBB	Baa2
[REDACTED]	BBB-	Baa3
[REDACTED]	Below BBB- or unrated	Below Baa3 or unrated

In the event of a split rating by S&P and Moody's the lower of the two ratings will apply; provided, however, that if a party is only rated by one of the ratings firms, that rating shall then apply.

(C) "Minimum Transfer Amount" means, with respect to a party, [REDACTED] provided, however, that if an Event of Default has occurred and is continuing with respect to a party, the Minimum Transfer Amount with respect to such party shall be [REDACTED]

(D) **Rounding.** The Delivery Amount and the Return Amount will be rounded up and down respectively to the nearest integral multiple of [REDACTED]

(c) **Valuation and Timing.**

(i) "Valuation Agent" means, for purposes of Paragraphs 3 and 5, the party making the demand under Paragraph 3, and, for purposes of Paragraph 6(d), the Secured Party receiving or deemed to receive the Distributions or the Interest Amount, as applicable,

“Threshold Amount” means (i) with respect to Party A, [REDACTED] (or its equivalent in another currency) and (ii) with respect to Party B, [REDACTED] (or its equivalent in another currency).

- (e) The *“Credit Event Upon Merger”* provisions of Section 5(b)(iv) will apply to Party A and Party B.
- (f) The *“Automatic Early Termination”* provisions of Section 6(a) will not apply to Party A or to Party B.
- (g) *Payments on Early Termination.* For the purpose of Section 6(e) of this Agreement:
 - (i) Market Quotation will apply.
 - (ii) The Second Method will apply.
 - (iii) Notwithstanding the foregoing, Loss and Second Method shall apply with respect to weather-related derivative transactions based on climatic variable risks including, but not limited to, temperature, precipitation (including snow), sunlight hours, wind, and other indexable weather dependent measures or any combination thereof, as well as the forecast risk relating thereto.
- (h) *“Termination Currency”* shall be United States Dollars.
- (i) *“Additional Termination Event”* will not apply to Party A or to Party B.
- (j) *Amendments.* The parties agree to amend the following subsections of Section 5(a) as follows:
 - (i) clause (i): in the third line of this clause, delete the word “third” and insert the word “second;”
 - (ii) clause (ii): in the fifth line of this clause, delete the word “thirtieth” and insert the word “fifteen;” and
 - (iii) Section 5(a)(vii)(4) is amended by inserting a semi-colon after the word “liquidation” the first time such word appears in this subsection and deleting the rest of Section 5(a)(vii)(4); and
 - (iv) Section 5(a)(vii)(7) is amended by inserting a period after the word “assets” the second time such word appears in this subsection and deleting the rest of Section 5(a)(vii)(7).








- (iii) **Other Eligible Support.** The following will qualify as “Other Eligible Support” for the party specified:



	Party A	Party B
Letter of Credit as defined in Paragraph 13(j)	X	X

The Valuation Percentage shall be 100% of the Value of the Other Eligible Support unless (i) a Letter of Credit Default shall apply with respect to such Letter of Credit, or (ii) fewer than twenty (20) Business Days remain prior to the expiration of such Letter of Credit, in either of which case the Valuation Percentage shall be zero.

- (iv) **Thresholds.**

- (A) “Independent Amount” shall not apply for purposes of this Annex.
- (B) “Threshold” for Party A and Party B shall mean the amount set forth below under the heading “Threshold” opposite such party’s current Credit Rating. Party B’s Credit Rating will be the Credit Rating of The Goldman Sachs Group, Inc. or any successor entity. In the event of a split rating by S&P and Moody’s the lower of the two ratings will apply. If at any time either S&P or Moody’s ceases to assign a Credit Rating to a Party, then for so long as such Credit Rating is not assigned, that Party’s Threshold shall be zero. In addition, if an Event of Default shall have occurred and be continuing with respect to a party then that party’s Threshold shall be zero.

<u>Threshold</u>	<u>S&P Credit Rating</u>	<u>Moody’s Credit Rating</u>
	AAA (or above)	Aaa (or above)
	AA- to AA+	Aa3 to Aa1
	A- to A+	A3 to A1
	BBB+	Baa1
	BBB	Baa2
	BBB-	Baa3
	Below BBB- or unrated	Below Baa3 or unrated

- (C) “Minimum Transfer Amount” means, with respect to a party, 
- (D) **Rounding.** The Delivery Amount and the Return Amount will be rounded up and down respectively to the nearest integral multiple of 

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SCHEDULE
TO THE
MASTER AGREEMENT
dated as of December 15, 2003
between
MORGAN STANLEY CAPITAL GROUP INC.
("Party A")
and
FLORIDA POWER CORPORATION
d/b/a Progress Energy Florida, Inc.
("Party B")

Part 1. Termination Provisions

- (a) "Specified Entity" means in relation to Party A and Party B for the purpose of:
- Section 5(a)(v), None Specified
 - Section 5(a)(vi), None Specified
 - Section 5(a)(vii), None Specified
 - Section 5(b)(iv), None Specified
- (b) "Specified Transaction" means, in lieu of the meaning specified in Section 14, any contract or transaction, including an agreement with respect thereto (whether or not documented under or effected pursuant to a master agreement) now existing or hereafter entered into between one party to this Agreement (or any Credit Support Provider of such party) and the other party to this Agreement (or any Credit Support Provider of such party).
- (c) "Cross Default" applies to Party A and Party B.
- (d) "Specified Indebtedness" has the meaning specified in Section 14 of this Agreement; provided, however, in no event shall such term include amounts not paid due to an Illegality.
- (e) "Threshold Amount" means, with respect to a party, U.S. [REDACTED] or the equivalent in another currency, currency unit or combination thereof).
- (f) "Credit Event Upon Merger" provisions of Section 5(b)(iv) will apply to party A and Party B; provided, however, that the phrase "materially weaker" shall include, but shall not be limited to, instances in which the senior long term debt of the resulting, surviving, or transferee entity or such entity's Credit Support Provider, if any, is rated less than investment grade by either Standard & Poor's Rating Group or Moody's Investor Services, Inc.
- (g) The "Automatic Early Termination" provisions of Section 6(a) will not apply to Party A and will not apply to Party B.
- (h) **Payments on Early Termination.** For the purpose of Section 6(e) of this Agreement:
- (i) Market Quotation will apply.
 - (ii) The Second Method will apply.
 - (iii) Notwithstanding the foregoing, Loss and Second Method shall apply with respect to weather-related derivative transactions based on climatic variable risks including, but not limited to, temperature, precipitation (including snow), sunlight hours, wind, and other indexable weather dependent measures or any combination thereof, as well as the forecast risk relating thereto.
- (i) "Termination Currency" means United States Dollars.

<u>Threshold</u>	<u>S&P Credit Rating</u>	<u>Moody's Credit Rating</u>
[REDACTED]	AAA (or above)	Aaa (or above)
[REDACTED]	AA- to AA+	Aa3 to Aa1
[REDACTED]	A- to A+	A3 to A1
[REDACTED]	BBB+	Baa1
[REDACTED]	BBB	Baa2
[REDACTED]	BBB-	Baa3
[REDACTED]	Below BBB- or unrated	Below Baa3 or unrated

In the event of a split rating by S&P and Moody's the lower of the two ratings will apply.

- (C) **"Minimum Transfer Amount"** means, with respect to a party: [REDACTED] provided, however, that if an Event of Default has occurred and is continuing with respect to a party, the Minimum Transfer Amount with respect to such party shall be [REDACTED]
- (D) **Rounding.** The Delivery Amount and the Return Amount will be rounded up and down to the nearest integral amount of [REDACTED] respectively.

(c) **Valuation and Timing**

- (i) **"Valuation Agent"** means, for the purposes of Paragraphs 3 and 5, the party making the demand under Paragraph 3 and, for the purposes of Paragraph 6(d), the Secured Party receiving or deemed to receive the Distributions or the Interest Amount, as applicable, unless there has occurred and is continuing any Event of Default or Termination Event with respect to such party, in which case the other party shall be the Valuation Agent. In addition, the Valuation Agent shall be the Secured Party for the purposes of calculating Value in connection with substitutions pursuant to Paragraph 4(d).
- (ii) **"Valuation Date"** means: At the request of either party, any Local Business Day which, if treated as a Valuation Date, would result in a Delivery Amount or Return Amount.
- (iii) **"Valuation Time"** means the close of business on the Local Business Day before the Valuation Date or date of calculation, as applicable, or any time on the Valuation Date or date of calculation, as applicable; *provided* that the calculations of Value and Exposure will be made as of approximately the same time on the same date.
- (iv) **"Notification Time"** means 1:00 p.m., New York time, on a Local Business Day.

(d) **Conditions Precedent and Secured Party's Rights and Remedies.**

- (i) The following Termination Event(s) shall be a **"Specified Condition"** for the party specified (that party being the Affected Party if the Termination Event occurs with respect to that party):

<u>Specified Condition</u>	<u>Party A</u>	<u>Party B</u>
Illegality	[X]	[X]
Tax Event	N/A	N/A
Tax Event Upon Merger	N/A	N/A
Credit Event Upon Merger	[X]	[X]
Additional Termination Event(s)	N/A	N/A

(e) **Substitution**

- (i) **"Substitution Date"** has the meaning specified in Paragraph 4(d)(ii).

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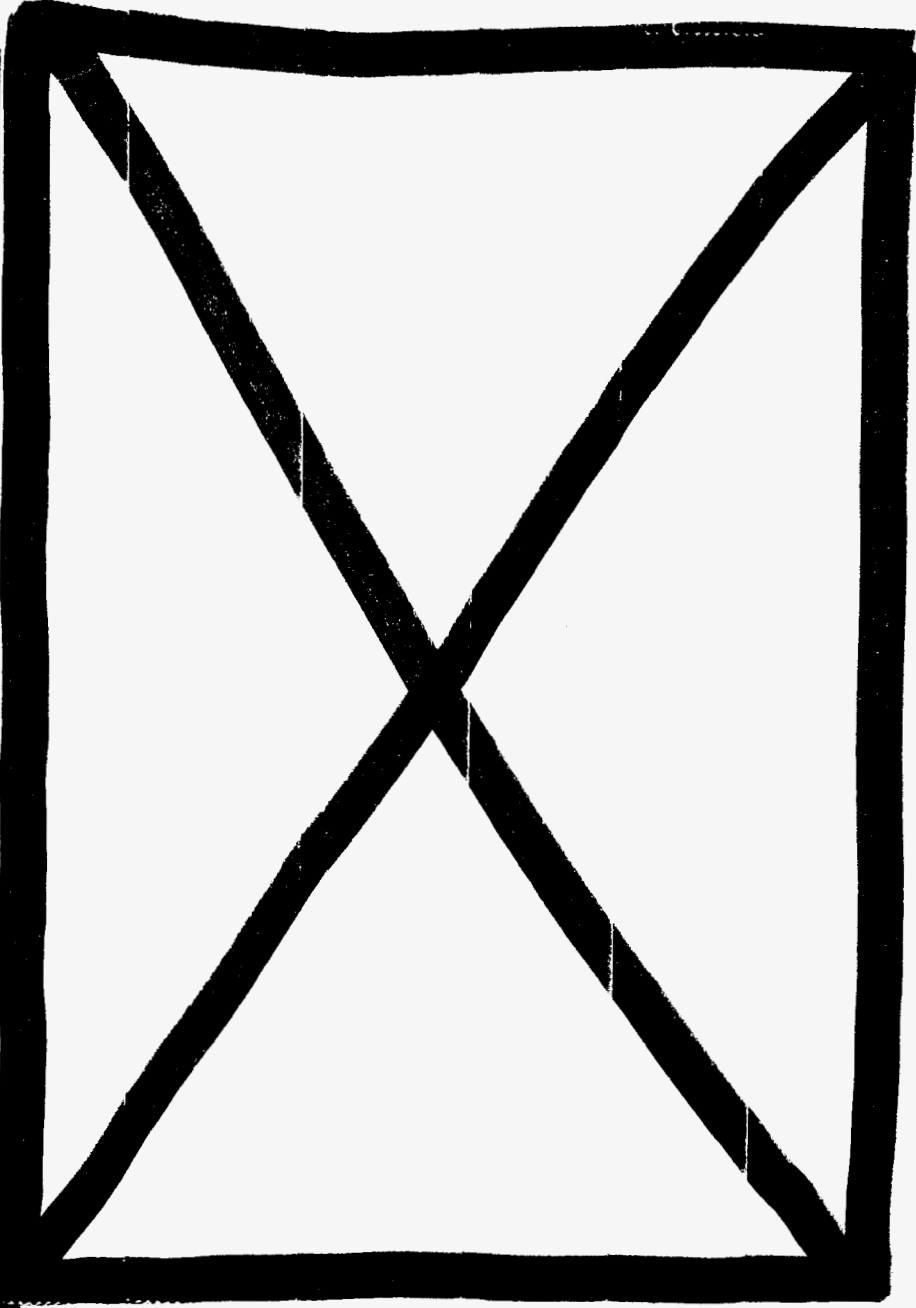
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4th POD

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Current Date	
ALL POSITIONS	As of 12/31/2004

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#6 Oil Fixed Swap (Financial Hedge Contracts)

Transaction Month	Data	Volume	Sum of MTM	Sum of Discounted MTM	Average of Weighted Avg Trade Price2
Jan-05					
Feb-05					
Mar-05					
Apr-05					
May-05					
Jun-05					
Jul-05					
Aug-05					
Sep-05					
Oct-05					
Nov-05					
Dec-05					
Jan-06					
Feb-06					
Mar-06					
Apr-06					
May-06					
Jun-06					
Jul-06					
Aug-06					
Sep-06					
Oct-06					
Nov-06					
Dec-06					
Grand Total					

PEF Oil Hedges - MtM
 12/31/2004

CONFIDENTIAL

	Delivery Month	
Data	Jan-05	Feb-05
Sum of Volume	[REDACTED]	
Sum of Discounted MTM	[REDACTED]	
Sum of MTM	[REDACTED]	

	Short Term < 13 Months January 2005 - December 2005	Long Term > 12 Months January 2006 - December 2006
Volume	[REDACTED]	
Undiscounted MtM	[REDACTED]	
Discounted MtM	\$2,400,444	

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Mar-05	Apr-05	May-05	Jun-05	Jul-05
[REDACTED]				

Total
[REDACTED]

CONFIDENTIAL

Aug-05

Sep-05

Oct-05

Nov-05

Dec-05



CONFIDENTIAL


Jan-06

Feb-06

Mar-06

Apr-06

May-06



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Jun-06

Jul-06


Aug-06

Sep-06

Oct-06



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Nov-06	Dec-06	Grand Total
		

STAFF
4th POD

45

PEF # 6 Oil Hedge Deals (MTM)
As of 6/16/2005

CONFIDENTIAL

Transaction Date	Delivery Month	Z-Key	ZaiNet Input Z-Key	Check	Group Tnum	Legal Entity	Counterparty	Price Type Fixed/Floating	Price	ZaiNet Input Price	Volume	ZaiNet Input Volume	Weighted Avg Trade Price	Weighted Avg Trade Price	Weighted Avg Market Price	Weighted Avg Market Price	Market Price	Location	% Sulfur	Discounted MTM	ZaiNet Input Discounted MTM	MTM	ZN Input MTM	
5/27/2004	Nov-05	573757	573757	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap																
8/3/2004	Nov-05	668352	668352	0	AJB209	PEF	Deutsche Bank AG	Fixed Swap																
8/4/2004	Nov-05	669028	669028	0	AJB368	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap																
8/19/2004	Nov-05	689315	689315	0	AJH894	PEF	J Aron	Fixed Swap																
8/20/2004	Nov-05	689874	689874	0	AJ1136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap																
10/29/2004	Nov-05	800145	800145	0	AKT233	PEF	BP Products North America	Fixed Swap																
10/29/2004	Nov-05	800161	800161	0	AKT240	PEF	BP Products North America	Fixed Swap																
5/14/2004	Dec-05	554752	554752	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap																
5/27/2004	Dec-05	573506	573506	0	AHU545	PEF	BP Products North America	Fixed Swap																
5/27/2004	Dec-05	573763	573763	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap																
8/3/2004	Dec-05	668353	668353	0	AJB209	PEF	Deutsche Bank AG	Fixed Swap																
8/4/2004	Dec-05	669032	669032	0	AJB442	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap																
8/19/2004	Dec-05	689321	689321	0	AJH894	PEF	J Aron	Fixed Swap																
8/20/2004	Dec-05	689879	689879	0	AJ1136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap																
10/28/2004	Dec-05	800148	800148	0	AKT233	PEF	BP Products North America	Fixed Swap																
10/28/2004	Dec-05	800164	800164	0	AKT240	PEF	BP Products North America	Fixed Swap																

Current Date		
ALL POSITIONS	As of	12/31/2004

#6 Oil Fixed Swap (Financial Hedge Contracts)

CONFIDENTIAL

		Data			
Transaction Month		Volume	Sum of MTM	Sum of Discounted MTM	Average of Weighted Avg Trade Price2
Jan-05					
Feb-05					
Mar-05					
Apr-05					
May-05					
Jun-05					
Jul-05					
Aug-05					
Sep-05					
Oct-05					
Nov-05					
Dec-05					
Jan-06					
Feb-06					
Mar-06					
Apr-06					
May-06					
Jun-06					
Jul-06					
Aug-06					
Sep-06					
Oct-06					
Nov-06					
Dec-06					
Grand Total					

PPF-RC-022525

PEF Oil Hedges - MtM
12/31/2004

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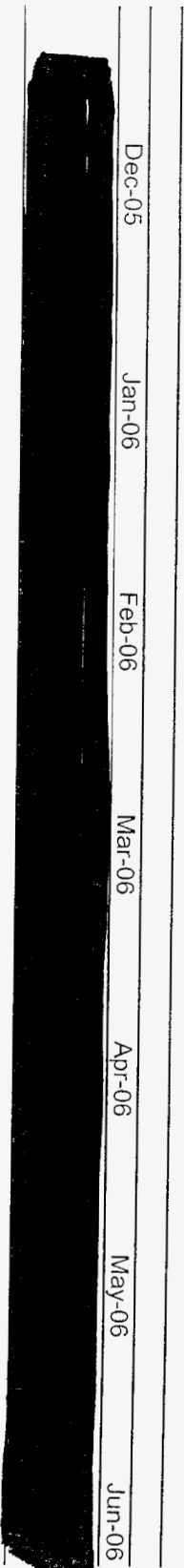
	Delivery Month			
Data	Jan-05	Feb-05	Mar-05	Apr-05
Sum of Volume	[REDACTED]			
Sum of Discounted MTM	[REDACTED]			
Sum of MTM	[REDACTED]			

	Short Term < 13 Months January 2005 - December 2005	Long Term > 12 Months January 2006 - December 2006	Total
Volume	[REDACTED]		
Undiscounted MtM	[REDACTED]		
Discounted MtM	(\$5,183,190)	[REDACTED]	[REDACTED]


01/20/2005

May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05
[REDACTED]						

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Dec-05	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06
						

COMMENTS

Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Grand Total
						

**FRF
3RD REQUEST
FOR
PRODUCTION**

#26

interrupt delivery of Energy after FPC has determined that continued delivery of Energy to TAMPA ELECTRIC will require FPC to: [REDACTED]

[REDACTED] On each day that FPC interrupts Energy delivery to TAMPA ELECTRIC ("Interruption Day"), TAMPA ELECTRIC will have the right to resume the schedule when delivery is again available or decline to restart the schedule for the remainder of the calendar day. No Energy Payment shall be due for Energy scheduled for periods that service has been interrupted by FPC hereunder until delivery is resumed as scheduled.

In the event of an interruption, regardless of duration, TAMPA ELECTRIC will resume its typical Energy schedule the day following the day that the interruption concludes, except as otherwise provided in the "Energy Schedule" section hereof.

Delivery Point The "Delivery Point" shall mean the point(s) at which FPC inputs Capacity and Energy into the FPC transmission system. Specifically with respect to Capacity and Energy that FPC provides to TAMPA ELECTRIC from FPC's generation assets, the Delivery Point shall be the high side of the generator step-up transformer interconnected with the FPC transmission system.

Capacity Payment TAMPA ELECTRIC shall pay FPC a monthly capacity payment ("Capacity Payment") equal to \$ [REDACTED] per month. The failure of FPC to deliver any Energy scheduled by TAMPA ELECTRIC does not relieve TAMPA ELECTRIC from making the Capacity Payments for the month during which any such failure occurs, except when such failure is caused by a *Force Majeure* event, or except as provided in the "Performance" section herein.

Energy Payment The monthly Energy Payment for all Energy delivered under this Transaction Agreement shall be the sum of the Monthly Fuel Charge and the Non-Fuel Energy Rate multiplied by the Monthly Energy Delivered.

Monthly Fuel Charge

The fuel costs included in the "Monthly Fuel Charge" (\$/MWh) shall include all of FPC's System Resources and is defined as Total Fuel Cost divided by Total Energy Generated. The "Total Fuel Cost" (\$) is defined as the sum of the fuel costs of all of FPC's System Resources including interchange purchases minus the fuel costs associated with FPC's interchange sales for the billing month. The Total Fuel Cost calculation is derived from costs associated with providing fuel for FPC's System Resources and delivery of purchased power, including

items permitted by the FERC and Florida Public Service Commission by their regulations, rulings, and orders. The "Total Energy Generated" (MWh) is defined as the sum of actual net generation of all FPC's System Resources including interchange purchases minus the actual energy associated with FPC's interchange sales for the billing month.

FPC will provide TAMPA ELECTRIC with an estimate of the fuel charge for FPC's System Resources on a monthly basis ("Estimate").

FPC will also provide notice to TAMPA ELECTRIC in the event of any change to FPC's System Resources that will have a significant impact on the Monthly Fuel Charge. TAMPA ELECTRIC or FPC may suspend or terminate this Transaction Agreement upon thirty (30) days' written notice to the other Party in the event that a change in FPC's System Resources and subsequent replacement power results in an increase of forty percent (40%) or more in the Monthly Fuel Charge over the Estimate. The duration of the suspension will be from one (1) to ninety (90) days. In the event that FPC's System Resources have not been restored within the foregoing ninety (90) days and the impact to the estimated Monthly Fuel Charge remains above forty percent (40%), either TAMPA ELECTRIC or FPC may terminate the Transaction Agreement upon giving the other Party thirty (30) days' written notice.

Non-Fuel Energy Rate

Non-Fuel Energy Rate - \$ [REDACTED] MWh

Price Changes

The Capacity and Non-Fuel Energy Rates for this Transaction shall be fixed rates. All rates, terms and conditions as specified herein shall remain in effect in accordance with the terms set forth herein and are not subject to change through a unilateral rate change filing with the FERC pursuant to Section 205 or 206 of the Federal Power Act. Both FPC and TAMPA ELECTRIC agree not to file a complaint with the FERC seeking a change in rates pursuant to Section 206 of the Federal Power Act. However, this paragraph does not apply to changes in the rates set forth in the FPC OATT or any successor tariff in effect for the FPC transmission system.

Absent the agreement of all Parties to the proposed change, the standard of review for changes to any portion of this Transaction Agreement proposed by a Party, non-party or the Federal Energy Regulatory Commission acting *sua sponte* shall be the "public interest" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine)."

(Includes without limitation all Energy scheduled for periods expected or known by TAMPA ELECTRIC to be subject to interruption under the Firmness of Sale clause hereunder, other than Energy scheduled for periods for which FPC has declared *Force Majeure*)

MAF = (MED/MER)

Capacity Adjustment = (.95 x CP) – (CP x MAF)

HCP = \$ █████ MWh applied to each megawatt-hour of Energy requested by TAMPA ELECTRIC and delivered by FPC to TAMPA ELECTRIC during the “On-Peak” hours of each day of such Month.

For purposes of this Transaction Agreement, “On-Peak” hours shall mean:

Hour Ending (“HE”) 14 through HE 21 for the time period commencing on March 16 and continuing through December 14; and
 HE 6 through HE 10 and HE 18 through 22 for the time period commencing on December 15 and continuing through March 15.

The Capacity Adjustment described in this Transaction Agreement supersedes the limitations on FPC damages set forth in ARTICLE XII (LIMITATION OF LIABILITY) of the CR-1 Tariff. Section 12.03 of the CR-1 Tariff shall not apply to this Transaction or this Transaction Agreement. This Transaction Agreement also overrides and renders null and void Sections 13.01, and 13.03 of the CR-1 Tariff.

Force Majeure

For the purpose of this Transaction Agreement, the definition of a *Force Majeure* event contained in the CR-1 Tariff shall apply except that “... accident, failures of generation facilities, equipment or fuel supply, labor and material shortage,... interruption of synchronous operation, ...” shall not be considered *Force Majeure* events.

A failure of any FPC transmission facilities shall be treated in accordance with the FPC OATT. In the event that such failure is treated as force majeure under Section 10.1 of the FPC OATT, such failure shall be treated as a *Force Majeure* under this Transaction Agreement.

In no event will any condition of *Force Majeure* extend this Transaction Agreement or this Transaction beyond its stated Term. Notwithstanding anything to the contrary set forth herein or in the CR-1 Tariff, to the extent that Capacity and Energy under this Agreement is not available to TAMPA ELECTRIC as a result of a *Force Majeure*,

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AMENDMENT NUMBER 1
TO
TRANSACTION AGREEMENT
BETWEEN
FLORIDA POWER CORPORATION
AND
FLORIDA POWER & LIGHT COMPANY

THIS AMENDMENT made and entered into this 2nd day of December, 2003 by and between FLORIDA POWER CORPORATION ("FPC") and FLORIDA POWER & LIGHT COMPANY ("FPL").

WHEREAS, FPC and FPL entered into the Transaction Agreement dated February 13, 2003 ("the Agreement");

WHEREAS, FPC and FPL desire to amend certain terms and conditions of the Agreement;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FPC and FPL hereby agree to modify, amend, and supplement the Agreement as follows:

1. The following sentences shall be added to the "Transaction Description" section:
During the term April 1, 2004 through May 31, 2004 and October 1, 2004 through May 31, 2005, the entire 150 MW sale will be supplied from FPC's System Base Resources, as listed in Exhibit B. During the term June 1, 2004 through September 30, 2004, two separate 75 MW blocks will supply the 150 MW. One 75 MW block will be supplied by FPC's System Base Resources and one 75 MW block will be supplied by FPC's System Intermediate Resources, as listed in Exhibit C.
2. The first sentence of the "Term" section shall be deleted and replaced with the following sentence:
The Transaction will begin on April 1, 2004 and will terminate on May 31, 2005 (the "Term").
3. The following paragraphs shall be added to the "Firmness of Sale" section:
**April 1, 2004 through May 31, 2004 and October 1, 2004 through May 31, 2005:
The Energy sold shall be system firm and subject to the Capacity Adjustment as described in the Performance Section of the Transaction Agreement. FPC has the right but not the obligation to curtail delivery of Energy** [REDACTED]
[REDACTED]
[REDACTED]

June 1, 2004 through September 30, 2004:

The Capacity and Energy sold is equivalent to FPC's firm native load. In the unlikely event that FPC must curtail electric service to its firm native load customers, FPC may curtail service under this Transaction Agreement; provided that the percentage by which FPC curtails its firm native load shall be equal to the percentage by which FPC curtails the Capacity and Energy under this Transaction Agreement.

4. The following sentences shall be added to the "Capacity Payment" section:
For the months April, 2004 through May, 2004 and October, 2004 through May, 2005, FPL shall pay FPC a monthly Capacity Payment equal to \$ [REDACTED] per month. For the months June, 2004 through September, 2004, FPL shall pay FPC a monthly Capacity Payment equal to \$ [REDACTED] per month.
5. The following paragraphs shall be added to the "Energy Payment" section:

Monthly Fuel Charge

April 1, 2004 through May 31, 2004 and October 1, 2004 through May 31, 2005:

The fuel costs included in the monthly fuel charge shall include FPC's System Base Resources, as listed in Exhibit B. The monthly fuel charge shall be found by (1) determining the total fuel costs of the System Base Resources (including purchased power costs, pipeline charges, SO₂ emission charges and other costs associated with providing fuel for FPC's System Base Resources) for the billing month, (2) subtracting from that amount the total fuel costs of system base sales for the billing month, and (3) dividing the remainder by the difference between the Energy generated by the System Base Resources and the Energy represented by system base sales for the billing month. The fuel costs to be included in the monthly fuel charges are costs as defined in Section 18 C.F.R. Section 35.14, as amended. FPC will provide FPL with an estimate of the fuel charge for the System Base Resources on a monthly basis. FPC will also provide notice to FPL in the event of any change to the System Base Resources that will have a significant impact on the monthly fuel charge.

June 1, 2004 through September 30, 2004:

One 75 MW block will be supplied by FPC's System Base Resources and one 75 MW block will be supplied by FPC's System Intermediate Resources. The monthly fuel charge for the 75 MW block supplied by the System Base Resources will be determined as described above. The monthly fuel charge for the 75 MW block supplied by the System Intermediate Resources shall be found by (1) determining the total fuel costs of the System Intermediate Resources for the billing month (including purchased power costs, pipeline charges, SO₂ emission charges and other costs associated with providing fuel for FPC's System Intermediate Resources), (2) subtracting from that amount the total fuel costs of system intermediate sales for the billing month, and (3) dividing the remainder by the difference between the Energy generated by the System Intermediate Resources and the Energy represented by the system intermediate sales for the billing month. The fuel costs to be included in the monthly fuel charges are costs as defined in 18 C.F.R. Section 35.14, as amended. FPC will provide FPL with an estimate of the fuel charge for the System Base Resources and the System Intermediate Resources on a monthly basis. FPC will also provide notice to FPL in the event of any change to the

System Base Resources or the System Intermediate Resources that will have a significant impact on the monthly fuel charge.

Non-Fuel Energy Rate

Non-Fuel Energy Rate (System Base Resources) - \$ [REDACTED]/MWh

Non-Fuel Energy Rate (System Intermediate Resources) - \$ [REDACTED]/MWh

6. The following changes shall be added to the "Energy Schedule" section:
 For the period April 1, 2004 through May 31, 2005, the following scheduling language shall apply:
 FPL shall notify FPC of the number of megawatts to be delivered for each hour, no later than 9:00 a.m. Eastern Prevailing Time on the business day before the next delivery day. Normal notification shall be via Electronic Mail sent to [Energy.Trader@pgnmail.com] in a plain text file format with a defined subject line to be determined by FPC with an alternate back-up system via fax at #919-546-3374. In the event FPC does not receive a schedule or does not receive the schedule by the 9:00 a.m. deadline, a schedule of zero, (0) MW will be used for all hours of the scheduled period. Changes to the schedule must be requested by FPL to FPC's hourly Trading Desk, (#919-546-6747) with three (3) full hour's notice. (For example, FPC's Hourly Trading Desk must be contacted by 1300 EPT for a schedule change to hour ending 1700 through 2400). FPL is allowed two (2) daily schedule modifications for the remaining hours of the current calendar-day schedule. Schedule changes are only allowed in blocks of 75 MW. The minimum schedule duration is four hours. For the period June 1, 2004 through September 30, 2004, the 75 MW block supplied by the System Base Resources and the 75 MW block supplied by the System Intermediate Resources shall be independent and distinct blocks and shall be scheduled separately.
7. The following paragraphs shall be added to the "Performance" section:
 April 1, 2004 through May 31, 2004 and October 1, 2004 through May 31, 2005:
 If the Monthly Availability ("MA") is 96% or greater, then the Capacity Payment shall be \$ [REDACTED]. If the Monthly Availability is less than 96%, then the Capacity Payment shall be adjusted as follows:
- MA = (MED/MER)
 MED = Monthly Energy Delivered (MWh)
 MER = Monthly Energy Requested (MWh)
- Capacity Adjustment = \$ [REDACTED] - (\$ [REDACTED] x MA)

DATED February 20, 2004

**Transaction Agreement
Between
Florida Power Corporation
And
Utilities Commission, City of New Smyrna Beach, Florida
Dated February 20, 2004**

Nature of Agreement

This Transaction Agreement ("Transaction Agreement") is entered into between Florida Power Corporation d/b/a Progress Energy Florida ("FPC") and Utilities Commission, City of New Smyrna Beach, Florida ("NSB") as of the date set forth above. This Transaction Agreement is made pursuant to the terms of a Service Agreement, entered into by FPC and NSB on February 20, 2004, and pursuant to the FPC Cost-Based Wholesale Power Sales Tariff (CR-1) (the "CR-1 Tariff"), which has been approved by the FERC. Should any conflicts or ambiguities arise between such documents and this Transaction Agreement, the terms of this Transaction Agreement shall govern. Unless otherwise indicated, capitalized terms used in this Transaction Agreement but not otherwise defined herein shall have the meanings ascribed thereto in the CR-1 Tariff. Notwithstanding the foregoing, FPC shall have the right to propose to NSB that this Transaction Agreement be modified such that service shall be provided under any other FPC power sales tariff. Any such modification of this Agreement shall be subject to NSB's written consent and such consent shall not be unreasonably withheld.

Transaction Description

The Transaction governed by this Transaction Agreement is a sale for resale of 10-55 MW, as requested by NSB, of system firm capacity ("Capacity") and energy ("Energy") by FPC to NSB. The sale will be supported by FPC's system generation resources.

Term

The Transaction will begin on March 1, 2004 and will terminate on December 31, 2005 (the "Term"). This Transaction is binding on both parties and is not subject to unilateral cancellation by either party.

Firmness of Sale

The Energy sold shall be system firm and subject to the Capacity Adjustment as described in the Performance Section of this Transaction Agreement. FPC has the right but not the obligation to curtail delivery of Energy after FPC has determined that continued delivery of Energy to NSB will require FPC to: [REDACTED]

[REDACTED] In the event

DATED February 20, 2004

that FPC curtails Energy delivery to NSB, NSB will have the right to resume the schedule when delivery is again available or decline to restart the schedule for the remainder of the calendar day.

Delivery Point The "Delivery Point" shall mean the connection point of any FPC system generation resource on FPC's transmission system at which point NSB shall take title to the Capacity and Energy.

Estimated Peak Requirement By the 15th of each month, starting March 15, 2004, NSB will provide FPC with an estimated peak requirement ("Estimated Peak Requirement") for the following month. The Estimated Peak Requirement for the first month of the contract will be 20 MW. FPC will allow NSB to schedule Energy for delivery up to 10 MW above the Estimated Peak Requirement. NSB's Estimated Peak Requirement will always be at least 20 MW and never more than 45 MW.

Capacity Payment NSB shall pay FPC a monthly capacity payment ("Capacity Payment") equal to the actual maximum peak Energy scheduled by NSB and delivered by FPC to the Delivery Point or the Estimated Peak Requirement minus 10 MW, whichever is higher, multiplied by \$[REDACTED]/kw-month. The failure of FPC to deliver any Energy scheduled by NSB does not relieve NSB from making the Capacity Payments for the month during which any such failure occurs, except when such failure is caused by a *Force Majeure* event.

Energy Payment The monthly Energy Payment for all Energy delivered under this Transaction Agreement shall be the sum of the monthly fuel charge and the non-fuel Energy rate multiplied by the Monthly Energy Delivered.

Monthly Fuel Charge

The fuel costs included in the monthly fuel charge shall include all of FPC's System Resources. The monthly fuel charge shall be found by (1) determining the total fuel costs of the System Resources (including purchased power costs, pipeline charges, SO₂ emission charges and other costs associated with providing fuel for FPC's System Resources) for the billing month, (2) subtracting from that amount the total fuel costs of system sales for the billing month, and (3) dividing the remainder by the difference between the Energy generated by the System Resources and the Energy represented by system sales for the billing month. The fuel costs to be included in the monthly fuel

DATED February 20, 2004

charges are costs as defined in Section 35.14, as amended, of the Commission's Regulations under the Federal Power Act, Title 18, Chapter one, Subchapter B of the Code of Federal Regulations. FPC will provide NSB with an estimate of the fuel charge for the System Resources on a monthly basis. FPC will also provide notice to NSB in the event of any change to the System Resources that will have a significant impact on the monthly fuel charge.

Non-Fuel Energy Rate

Non-Fuel Energy Rate - \$[REDACTED]/MWh

Price Changes

The Capacity and Non-Fuel Energy Rates for this Transaction shall be fixed rates that are not subject to change through a unilateral rate change filing with the Federal Energy Regulatory Commission pursuant to Section 205 of the Federal Power Act. Both FPC and NSB agree not to file a complaint with the FERC seeking a change in rates pursuant to Section 206 of the Federal Power Act. However, this paragraph does not apply to changes in the rates set forth in the FPC OATT or any successor tariff in effect for the FPC transmission system.

Energy Schedule

NSB shall notify FPC of the number of megawatts to be delivered for each hour, no later than 9:00 a.m. Eastern Prevailing Time on the business day before the next delivery day. The schedule will include 10 MW of must-take Energy for the entire Term. Normal notification shall be via Electronic Mail sent to [Energy.Trader@pgnmail.com] in a plain text file format with a defined subject line to be determined by FPC with an alternate back-up system via fax at #919-546-3374. In the event FPC does not receive a schedule or does not receive the schedule by the 9:00 a.m. deadline, a schedule of ten, (10) MW will be used for all hours of the scheduled period. Intra-day changes to the schedule must be requested by NSB to FPC's hourly Trading Desk, (#919-546-6747) with two (2) full hour's notice. (For example, FPC's Hourly Trading Desk must be contacted by 1400 EPT for a schedule change to hour ending 1700). A maximum of two schedule changes per calendar-day is permitted from the original schedule or changed current schedule. Changes are allowed in increments of 5 MW (for example: 5, 10, 15, 20...). Multi-hour changes must be designated at the time of the initial change in order to count as a single change.

All scheduled deliveries will adhere to Good Utility Practices and the scheduling parameters of the FPC OATT.

**Transaction Agreement
Between
Florida Power Corporation
And
City of Tallahassee
Dated June 10, 2004**

Nature of Agreement

This Transaction Agreement ("Transaction Agreement") is entered into between Florida Power Corporation d/b/a Progress Energy Florida ("PEF") and City of Tallahassee ("City") as of the date set forth above. This Transaction Agreement is made pursuant to the terms of a Service Agreement, entered into by PEF and City on June 9, 2004, and pursuant to the PEF Cost-Based Wholesale Power Sales Tariff (CR-1) (the "CR-1 Tariff"), which has been approved by the FERC. Should any conflicts or ambiguities arise between such documents and this Transaction Agreement, the terms of this Transaction Agreement shall govern. Unless otherwise indicated, capitalized terms used in this Transaction Agreement but not otherwise defined herein shall have the meanings ascribed thereto in the CR-1 Tariff. Notwithstanding the foregoing, PEF shall have the right to propose to City that this Transaction Agreement be modified such that service shall be provided under any other PEF power sales tariff. Any such modification of this Agreement shall be subject to City's written consent and such consent shall not be unreasonably withheld.

Transaction Description

A sale for resale of 10 to 40 MW of system firm capacity ("Capacity") and associated energy ("Energy") by PEF to City. The sale will be supported by PEF's System Resources. PEF's System Resources is defined as all PEF generation assets, cogeneration contracts, and purchased power contracts.

Term

The Transaction will begin on June 14, 2004 and will terminate on December 31, 2005 (the "Term"). This Transaction is binding on both Parties and is not subject to unilateral cancellation by either Party, except as provided herein or in the CR-1 tariff.

Firmness of Sale

The Energy sold shall be system firm and subject to the Capacity Adjustment as described in the Performance Section of this Transaction Agreement. PEF has the right but not the obligation to interrupt delivery of Energy after PEF has determined that continued delivery of Energy to City will require PEF to:

[REDACTED] In the

event that PEF interrupts Energy delivery to City, City will have the right to resume the schedule when delivery is again available or decline to restart the schedule for the remainder of the calendar day.

Point(s) of Delivery The "Point(s) of Delivery" shall mean the point(s) of interconnection between City and the Transmission Provider.

Point(s) of Receipt The "Point(s) of Receipt" shall mean the point(s) of interconnection between PEF and the Transmission Provider.

Estimated Peak Requirement By the 15th of each month of the Term, starting June 15, 2004, City will provide PEF with an estimated peak requirement ("Estimated Peak Requirement") for the following month. The Estimated Peak Requirement for June 2004 will be 40 MW. PEF will allow City to schedule Energy for delivery up to 10 MW above the Estimated Peak Requirement ("10 MW Option"). City's Estimated Peak Requirement will always be at least 10 MW. If City elects to set the Estimated Peak Requirement above 30 MW, then the 10 MW Option does not apply for that month.

Capacity Payment City shall pay PEF a monthly capacity payment ("Capacity Payment") equal to (i) the actual maximum hourly Energy scheduled by City and delivered by PEF to the Point(s) of Receipt, (ii) 10 MW, or (iii) the Estimated Peak Requirement minus 10 MW, whichever is higher, multiplied by \$ [REDACTED] kW-month. Notwithstanding the above, the Capacity Payment for June 2004 shall be \$ [REDACTED]. The failure of PEF to deliver any Energy scheduled by City does not relieve City from making the Capacity Payments for the month during which any such failure occurs, except when such failure is caused by a *Force Majeure* event, or except as provided in the "Performance" section herein.

Energy Payment The monthly Energy Payment for all Energy delivered under this Transaction Agreement shall be the sum of the Monthly Fuel Charge and the Non-Fuel Energy Rate multiplied by the Monthly Energy Delivered.

Monthly Fuel Charge

The fuel costs included in the "Monthly Fuel Charge" (\$/MWh) shall include all of PEF's System Resources and is defined as Total Fuel Cost divided by Total Energy Generated. The "Total Fuel Cost" (\$) is defined as the sum of the fuel costs of all System Resources including interchange purchases minus the fuel costs associated with the PEF's interchange sales for the billing month. Total Fuel Cost

calculation is derived from costs associated with providing fuel for PEF's System Resources and delivery of purchased power, including items permitted by the FERC and FPSC by their regulations, rulings, and orders. The "Total Energy Generated" (MWh) is defined as the sum of the actual net generation of all System Resources including interchange purchases minus the actual energy associated with PEF's interchange sales for the billing month.

Non-Fuel Energy Rate

Non-Fuel Energy Rate - \$[REDACTED]/MWh

In the event that the City schedules less Energy than a 50% load factor in any month, then the Energy Payment will include the following additional charge: the Non-Fuel Energy Rate will be multiplied by the number of hours in the month, multiplied by the monthly billed Capacity, and the result will then be multiplied by 0.50. Further, for that month, the Non-Fuel Energy Rate will not be added to the Monthly Fuel Charge prior to the calculation of Energy Payment.

Price Changes

The Capacity and Non-Fuel Energy Rates for this Transaction shall be fixed rates. All rates, terms and conditions as specified herein shall remain in effect in accordance with the terms set forth herein and are not subject to change through a unilateral rate change filing with the FERC pursuant to Section 205 of the Federal Power Act. Both PEF and City, agree not to file a complaint with the FERC seeking a change in rates pursuant to Section 206 of the Federal Power Act. However, this paragraph does not apply to changes in the rates set forth in the PEF OATT or any successor tariff in effect for the PEF transmission system.

Absent the agreement of all Parties to the proposed change, the standard of review for changes to any portion of this Transaction Agreement proposed by a Party, non-party or FERC acting *sua sponte* shall be the "public interest" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) (the "Mobile-Sierra doctrine".)

The Parties agree that, if and to the extent that FERC adopts a final Mobile-Sierra policy statement in Docket No. PL02-7-000 ("Final Policy Statement"), which requires that, in order to exclude application of the just and reasonable standard under the Mobile-Sierra doctrine, the Parties must agree to language which varies from that set forth in this Section then, without further action of either Party, such Section

CP = Capacity Payment (\$)
 MED = Monthly Energy Delivered (MWh)
 (Includes MWh City did not take after interruption)
 MER = Monthly Energy Requested (MWh)
 (Includes all Energy scheduled)
 PCT = .95 if Monthly Availability is between 90% and 95%, or 1.0 if
 Monthly Availability is between 50% and 90%.

MAF = (MED/MER)

Capacity Adjustment = (PCT x CP) – (CP x MAF)

In the event that the Monthly Availability Factor is less than 50%, then Capacity Payment = \$●MWh, applied to each megawatt-hour of Energy requested by City and delivered by PEF to City, and no Capacity Adjustment shall be made.

The Capacity Adjustment described in this Transaction Agreement supersedes the limitations on PEF damages set forth in ARTICLE XII (LIMITATION OF LIABILITY) of the CR-1 Tariff. Section 12.03 of the CR-1 Tariff shall not apply to this Transaction or this Transaction Agreement. This Transaction Agreement also overrides and renders null and void Sections 13.01, 13.02 and 13.03 of the CR-1 Tariff.

Force Majeure

For the purpose of this Transaction Agreement, the definition of a *Force Majeure* event contained in the CR-1 Tariff shall apply except that "... accident, failures of generation facilities, equipment or fuel supply, labor and material shortage,... interruption of synchronous operation, ..." shall not be considered *Force Majeure* events.

A failure of any PEF transmission facilities shall be treated in accordance with the PEF OATT. In the event that such failure is treated as force majeure under Section 10.1 of the PEF OATT, such failure shall be treated as a *Force Majeure* under this Transaction Agreement.

In no event will any condition of *Force Majeure* extend this Transaction Agreement or this Transaction beyond its stated Term. Notwithstanding anything to the contrary set forth herein or in the CR-1 Tariff, to the extent that Capacity and Energy under this Agreement is not available to City as a result of a *Force Majeure*, City's obligation to pay the monthly Capacity Payments shall be reduced on a pro rata

3. Compensation and Annual Revenue Constraint

- 3.1 The Customer shall compensate Florida Power for reserved Capacity, and for Energy delivered, as agreed between the Parties subject to the other provisions of this section.
- 3.2 For Energy generated from Florida Power production resources, the compensation for the supply and delivery of Capacity and Energy shall not be less than 100% of Florida Power's actual system Out-of-Pocket Costs (OPC) of supplying Energy called for by the Customer during the transaction period.
- 3.3 For Energy purchased from an alternate power resource supplier for the Customer's specific energy requirements during the transaction period, the compensation for the supply and delivery of Capacity and Energy shall not be less than a) the amount paid by Florida Power, plus b) the cost of transmission losses and any applicable taxes.
- 3.4 The sum of all the demand and Energy charges for Energy generated from Florida Power production resources for a customer during a transaction shall not exceed the sum of the following:
- (i) the product of the sum of all megawatt amounts of monthly reserved Capacity and the demand charge of ██████████ per megawatt;
 - (ii) the product of the sum of all megawatt amounts of weekly reserved Capacity and the demand charge of ██████████ per megawatt;
 - (iii) the product of the sum of all megawatt amounts of daily reserved Capacity and the demand charge of ██████████ per megawatt, provided, however, that megawatt amounts of daily reservation that exceed five days in a Week shall be treated as a weekly reservation for purposes of this subsection;
 - (iv) the product of the sum of all megawatt amounts of hourly reserved Capacity and the demand charge of ██████████ per megawatt, provided, however, that megawatt amounts of hourly reservations that exceed sixteen Hours in a Day shall be treated as a daily reservation for purposes of this subsection or that megawatt amounts of hourly reservation in a Week that exceed eighty Hours shall be treated as weekly reservations for purposes of this subsection; and

Issued by: Kendal C. Bowman
Associate General Counsel
Issued on: August 24, 2001

Effective: August 25, 2001

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INTERROGATORY

ATTACHMENT K

Tabular Disclosure of Contractual Obligations for PEF Florida Only
 Regulated Commercial Operations - Progress Ventures
 For Quarter Ending 12/31/04
 Purchased Power Purchase Obligations (Defined as "Known, legally binding contractual commitments for capital expenditures or other contractual obligations in excess of \$1 million")
 (in \$M)

Counterparty	Description of Contract	Contract Number or Other Identifier	Contract Type	Start Date	End Date	2002	2003	2004	2005	2006	2007	2008	2009	2010	Thereafter	Variable Price Provision	Termination or Renewal Provisions
Purchased Power:																	
City of Chatahochee - Capacity																	
FP&L-Capacity																	
Ready Creek Improvement District - Capacity																	
Reliant Energy Services, Inc. - Capacity																	
Seminole Electric - Capacity																	
Southern Company Services - Capacity																	
Southern Company Services - Scherer Unit 3 - Capacity																	
Southern Company Services - Franklin Unit - Capacity																	
Tampa Electric Company - Capacity																	
Tampa Electric Company - Energy																	
For 2004 file up in 2/05																	

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PEF-RC- 022669

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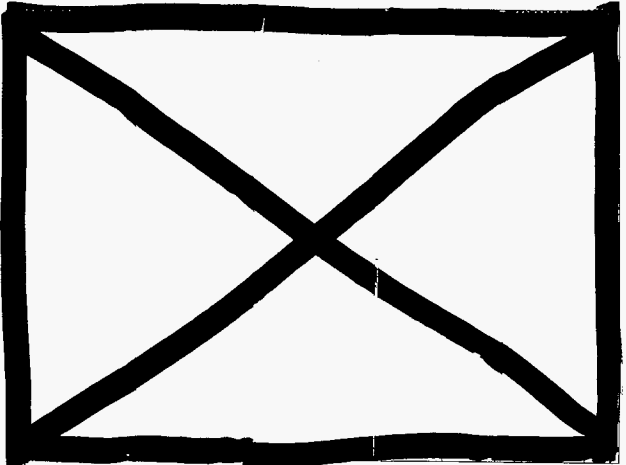
Tabular Disclosure of Contractual Obligations for PEF/Florida Only
 Regulated Commercial Operations - Progress Ventures
 For Quarter Ending 12/31/04
 Cogeneration Purchase Obligations (Defined as "Known, legally binding contractual commitments for capital expenditures or other contractual obligations in excess of \$1 million")
 (in \$M)

Cogeneration: (E/F)	Description of Contract	Contract Identifier (Contract Number plus Date/Year/ID#)	PON Legal Entity With Obligation	Frequency of Payment	Minimum Monthly Payment	Start Date	End Date	Payments due in:											Does contract contain a variable price provision? (Yes/No)	Variable Price Provision? If yes, provide assumptions used for payments due and quantify exposure
								2002	2003	2004	2005	2006	2007	2008	2009	2010	Thereafter			
131.18	✓ Andromeda Power Partners Capacity																			
11	✓ Bay County Capacity																			
15	✓ Citrus Electric Capacity																			
43	✓ DeDe County Capacity																			
2	✓ Jefferson Power Capacity																			
110	✓ Lake Cogeneration Capacity																			
12.75	✓ Lake County Capacity																			
110	✓ Madison/Rosier Capacity																			
74	✓ Orange Orogen Capacity																			
79.2	✓ Orlando Cogeneration Capacity																			
108	✓ Pasco Cogeneration Capacity																			
23	✓ Pasco County Capacity																			
54.75	✓ Pinellas County Capacity																			
39.6	✓ Ridge Generating Station Capacity																			
12.5	✓ Timber Energy Capacity																			
5.161	✓ U.S. Agri-Chemical Capacity																			
	✓ Pasco Cogeneration Settlement																			

Detail By Year for Thereafter Values:

Contract Identifier (Contract Number plus Date/Year/ID#)	PON Legal Entity With Obligation	Frequency of Payment	Minimum Monthly Payment	Start Date	End Date	2002	2003	2004	2005	2006	2007	2008	2009	2010	Thereafter	Does contract contain a variable price provision? (Yes/No)	Variable Price Provision? If yes, provide assumptions used for payments due and quantify exposure
✓ DeDe County Capacity																	
✓ Lake County Capacity																	
✓ Orange Cogeneration Capacity																	
✓ Orlando Cogeneration Capacity																	
✓ Pasco County Capacity																	
✓ Pinellas County Capacity																	
✓ Ridge Generating Station Capacity																	
✓ Madison/Rosier Capacity																	
✓ Andromeda Power Partners Capacity																	

Termination of Renewal Provisions?	Notes
Does contract contain any renewal, termination or renewal provisions (Yes/No)?	Yes/No, please explain terms of provisions.



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2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
[Redacted content]																	

PEF-RC-022671