

Matilda Sanders

100345-EQ

From: Stright, Lisa [Lisa.Stright@pgnmail.com]
Sent: Thursday, September 02, 2010 10:21 AM
To: Filings@psc.state.fl.us
Cc: Burnett, John; Martha Brown
Subject: Corrected Page 12 to Hathaway Contract - Dkt# 100345
Attachments: Corrected Page 12 (Hathaway #1) - Dkt# 100345 (9.2.10).pdf

This electronic filing is made by:

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Docket No. 100345-EQ

On behalf of Progress Energy Florida

Consisting of 2 pages.

The attached document for filing is PEF's Corrected Page 12 to the Hathaway Contract originally filed on July 6, 2010.

Lisa Stright

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DOCUMENT NUMBER-DATE

07418 SEP-20

FPSC-COMMISSION CLERK

9/2/2010



September 2, 2010

Via Electronic Filing

Ms. Ann Cole, Commission Clerk
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850


Re: *Petition for approval of negotiated purchase power contract with Hathaway Renewable Energy, Inc. by Progress Energy Florida, Inc.; Docket No. 100345-EQ*

Dear Ms. Cole:

On July 6, 2010, Progress Energy Florida, Inc. ("PEF") filed its petition for approval of a negotiated purchase power contract with Hathaway Renewable Energy, Inc. Certain language on the bottom of Page 12 of the contract was inadvertently omitted. Attached is the corrected Page 12 which includes all narrative. Please replace the originally filed Page 12 with the corrected Page 12 attached hereto.

Thank you for your assistance in this matter and we apologize for any inconvenience this may have caused.

Sincerely,


John T. Burnett

JTB/lms

cc: Parties of Record

DOCUMENT NUMBER-DATE
07418 SEP-20
FPSC-COMMISSION CLERK

station to another, from one substation to another, or to or from any Electrical Interconnection Point or to ultimate consumers and shall include any interconnection owned by the Transmission Provider, but shall in no event include any lines which the Transmission Provider has specified to be part of the Distribution System.

1.2. Interpretation

- (a) Words singular and plural shall be deemed to include the other, and pronouns having masculine or feminine gender shall be deemed to include the other.
- (b) Article or section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.
- (c) Any reference in this Agreement to any Person, whether or not a Party to this Agreement, includes its permitted successors and assigns and, in the case of any Government Agency, any Person succeeding to its functions and capacities.
- (d) Any reference in this Agreement to any Section, Exhibit or Appendix means and refers to the Section contained in, or Exhibit or Appendix attached to, this Agreement.
- (e) Other grammatical forms of defined words or phrases have corresponding meanings.
- (f) A reference to writing includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words, figures or symbols in a lasting and visible form.
- (g) Unless otherwise provided, a reference to a specific time for the performance of an obligation is a reference to that time in the place where that obligation is to be performed.
- (h) A reference to a document, code, contract or agreement, including this Agreement, includes a reference to that document, code, contract or agreement as novated, amended, modified, revised, supplemented, replaced or restated from time to time in accordance with the relevant provisions thereof.
- (i) Unless otherwise expressly provided for as set forth herein, if any payment, act, matter or thing hereunder would occur on a Day that is not a Business Day, then such payment, act, matter or thing shall, unless otherwise expressly provided for herein, occur on the next succeeding Business Day.
- (j) Where reference is made to an Applicable Law, such reference to give meaning to the intent of the Parties hereto, shall be deemed to include all prior and subsequent enactments, amendments and modifications pertaining thereto.
- (k) Any reference to the word "include" shall be interpreted to mean "including without limitation."

2. TERM

2.1. Term

This Agreement shall be in full force and effect as of the Effective Date and shall continue to remain in full force and effect for a period ending on the date that is Twenty-Five (25) years from the Capacity Commencement Date (the "Term"), unless otherwise extended or terminated earlier in accordance with the provisions of this Agreement, including, without limitation, due to Seller's failure to satisfy the conditions precedents set forth herein.