

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Determination that)	DOCKET NO. 150043-EI
the Osprey Plant Acquisition and,)	
alternatively, the Suwannee Simple)	Submitted for filing: March 23, 2015
Cycle Project is the most Cost Effective)	
Generation Alternative to meet the)	
Remaining Need Prior to 2018 for)	
Duke Energy Florida, Inc.)	
_____)	

**DUKE ENERGY FLORIDA, INC.'S NOTICE OF FILING
AMENDMENTS TO EXHIBIT MEP-2 ASSET PURCHASE AND SALE AGREEMENT**

Duke Energy Florida, Inc. ("DEF") hereby gives notice of filing the following
Amendments to the Asset Purchase and Sale Agreement, which is attached as Confidential
Exhibit No. ___(MEP-2) to the Direct Testimony of Matthew Palasek:

1. Second Amendment to Asset Purchase and Sale Agreement, dated March 9, 2015;
2. Third Amendment to Asset Purchase and Sale Agreement, dated March 12, 2015;
3. Fourth Amendment to Asset Purchase and Sale Agreement [redacted version],

dated March 12, 2015.

Respectfully submitted,

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Dianne M. Triplett
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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 and U.S. Mail this 23rd day of March, 2015.

/s/ Blaise N. Gamba

Attorney

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SECOND AMENDMENT TO ASSET PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO ASSET PURCHASE AND SALE AGREEMENT (this "Amendment") is entered into this 9th day of March, 2015, by and between DUKE ENERGY FLORIDA, INC., a Florida corporation ("Purchaser"), and OSPREY ENERGY CENTER, LLC, a Delaware limited liability company ("Seller").

WHEREAS, Purchaser and Seller entered into that certain Asset Purchase and Sale Agreement dated December 17, 2014 (as amended, the "Asset Purchase and Sale Agreement"), pursuant to which Seller has agreed to convey to Purchaser the Purchased Assets and Purchaser has agreed to assume from Seller, and covenant to pay, perform and discharge, the Assumed Liabilities (all capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase and Sale Agreement);

WHEREAS, the parties wish to amend the Asset Purchase and Sale Agreement and the schedules thereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Asset Purchase and Sale Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Section 5.04(b)(ii) of the Asset Purchase and Sale Agreement. The Asset Purchase and Sale Agreement is hereby amended to delete the reference to "March 9, 2015" in Section 5.04(b)(i) and replace it with "March 12, 2015".


2. Counterparts; Facsimile Signatures. This Amendment may be executed in more than one counterpart and may be executed by facsimile or other electronic signature and shall be binding upon the parties hereto and their respective successors, assigns, heirs, personal representatives and executors.

3. Asset Purchase and Sale Agreement Confirmed. Except as provided in this Amendment, the terms and conditions of the Asset Purchase and Sale Agreement are hereby confirmed and shall continue in full force and effect.

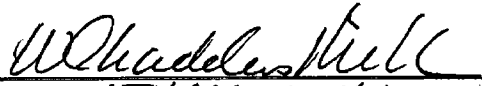
[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first written above.

DUKE ENERGY FLORIDA, INC.

By: 
Name: R. Alexander Glenn
Title: State President - Florida

OSPREY ENERGY CENTER, LLC

By: 
Name: W. THADDEUS MILLER
Title: CHIEF LEGAL OFFICER & SECRETARY

THIRD AMENDMENT TO ASSET PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO ASSET PURCHASE AND SALE AGREEMENT (this "**Amendment**") is entered into this 12th day of March, 2015, by and between **DUKE ENERGY FLORIDA, INC.**, a Florida corporation ("**Purchaser**"), and **OSPREY ENERGY CENTER, LLC**, a Delaware limited liability company ("**Seller**").

WHEREAS, Purchaser and Seller entered into that certain Asset Purchase and Sale Agreement dated December 17, 2014 (as amended, the "**Asset Purchase and Sale Agreement**"), pursuant to which Seller has agreed to convey to Purchaser the Purchased Assets and Purchaser has agreed to assume from Seller, and covenant to pay, perform and discharge, the Assumed Liabilities (all capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase and Sale Agreement);

WHEREAS, the parties wish to amend the Asset Purchase and Sale Agreement and the schedules thereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Asset Purchase and Sale Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Amendment to Section 5.04(b)(ii) of the Asset Purchase and Sale Agreement.** The Asset Purchase and Sale Agreement is hereby amended to delete the reference to "March 12, 2015" in **Section 5.04(b)(i)** and replace it with "March 13, 2015".

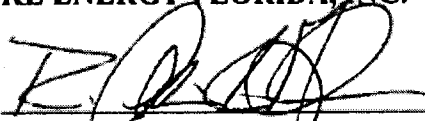
2. **Counterparts; Facsimile Signatures.** This Amendment may be executed in more than one counterpart and may be executed by facsimile or other electronic signature and shall be binding upon the parties hereto and their respective successors, assigns, heirs, personal representatives and executors.

3. **Asset Purchase and Sale Agreement Confirmed.** Except as provided in this Amendment, the terms and conditions of the Asset Purchase and Sale Agreement are hereby confirmed and shall continue in full force and effect.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first written above.

DUKE ENERGY FLORIDA, INC.

By: 
Name: R. Alexander Glenn
Title: State President - Florida

OSPREY ENERGY CENTER, LLC

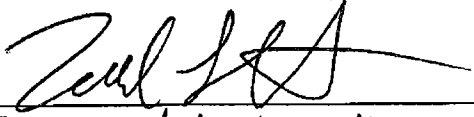
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first written above.

DUKE ENERGY FLORIDA, INC.

By: _____
Name:
Title:

OSPREY ENERGY CENTER, LLC

By:  _____
Name: Todd Thornton
Title: Vice President

FOURTH AMENDMENT TO ASSET PURCHASE AND SALE AGREEMENT
IS REDACTED IN ITS ENTIRETY