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STANDARD OFFER CONTRACT FOR THE PURCHASE OF CAPACITY AND ENERGY FROM A RENEWABLE ENERGY FACILITY OR A QUALIFYING FACILITY WITH A DESIGN CAPACITY OF 100 KW OR LESS (2032 AVOIDED UNIT)

THIS STANDARD OFFER CONTRACT (the "Contract") is made and entered____this_____day of _____,____, by and between_____(herein after "Qualified Seller" or "QS") a corporation/limited liability company organized and existing under the laws of the State of _____and owner of a Renewable Energy Facility as defined in section 25-17.210 (1) F.A.C. or a Qualifying Facility with a design capacity of 100 KW or less as defined in section 25-17.250, and Florida Power & Light Company (hereinafter "FPL") a corporation organized and existing under the laws of the State of Florida. The QS and FPL shall be jointly identified herein as the "Parties". This Contract contains five Appendices; Appendix A, QS-2 Standard Rate for Purchase of Capacity and Energy; Appendix B, Pay for Performance Provisions; Appendix C, Termination Fee; Appendix D, Detailed Project Information and Appendix E, contract options to be selected by QS.

WITNESSETH:

WHEREAS, the QS desires to sell and deliver, and FPL desires to purchase and receive, firm capacity and energy to be generated by the QS consistent with the terms of this Contract, Section 366.91, Florida Statutes, and/or Florida Public Service Commission ("FPSC") Rules 25-17.082 through 25-17.091, F.A.C. and FPSC Rules25-17.200 through 25.17.310.F.A.C.

WHEREAS, the QS has signed an interconnection agreement with FPL (the "Interconnection Agreement"), or it has entered into valid and enforceable interconnection/transmission service agreement(s) with the utility (or those utilities) whose transmission facilities are necessary for delivering the firm capacity and energy to FPL (the "Wheeling Agreement(s)");

WHEREAS, the FPSC has approved the form of this Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Facility or a Qualifying Facility with a design capacity of 100 KW or less; and

WHEREAS, the Facility is capable of delivering firm capacity and energy to FPL for the term of this Contract in a manner consistent with the provisions of this Contract; and

WHEREAS, Section 366.91(3), Florida Statutes, provides that the "prudent and reasonable costs associated with a QS energy contract shall be recovered from the ratepayers of the contracting utility, without differentiating among customer classes, through the appropriate cost-recovery clause mechanism" administered by the FPSC.

NOW, THEREFORE, for mutual consideration the Parties agree as follows:

(Continued on Sheet No. 9.031)

(Continued from Sheet No.9.030)

1. QS Facility

The QS contemplates, installing operating and maintaining a _____ _____KVA_____generating facility located at_____(hereinafter called the "Facility"). The Facility is designed to produce a maximum of_____kilowatts ("KW") of electric power at an 85% lagging to 85% leading power factor. The Facility's location and generation capabilities are as described in the table below.

TECHNOLOGY AND GENERATORCAPABILITIES	
Location: Specific legal description (e.g., metes and bounds or other legal description with street address required)	**City:** **County:**
Generator Type (Induction or Synchronous)	
Type of Facility (Hydrogen produced from sources other than fossil fuels, biomass as defined in Section 25-17.210 (2) F.A.C. , solar energy, geothermal energy, wind energy, ocean energy, hydroelectric power, waste heat from sulfuric acid manufacturing operations: or <100KWcogenerator)	
Technology	
Fuel Type and Source	
Generator Rating (KVA)	
Maximum Capability (KW)	
Minimum Load	
Peaking Capability	
Net Output(KW)	
Power Factor(%)	
Operating Voltage (kV)	
Peak Internal Load KW	

The following sections (a) through (e) are applicable to Renewable Energy Facilities ("REFs") and section (e) is only applicable to Qualifying Facilities with a design capacity of 100 KW or less:

(a) If the QS is a REF, the QS represents and warrants that (i) the sole source(s) of fuel or power used by the Facility to produce energy for sale to FPL during the term of this Contract shall be such sources as are defined in and provided for pursuant to Sections 366.91(2) (a) and (b), Florida Statutes, and FPSC Rules 25-17.210(1) and (2), F.A.C.; (ii) Fossil fuels shall be limited to the minimum quantities necessary for start-up, shut-down and for operating stability at minimum load; and (iii) the REF is capable of generating the amount of capacity pursuant to Section 5 of this Agreement without the use of fossil fuels.

(b) The Parties agree and acknowledge that if the QS is a REF, the QS will not charge for, and FPL shall have no obligation to pay for, any electrical energy produced by the Facility from a source of fuel or power except as specifically provided for in paragraph 1(a) above.

(Continued on Sheet No. 9.032)

(Continued from Sheet No. 9.031)

(a) If the QS is a REF, the QS shall, on an annual basis and within thirty (30) days after the anniversary date of this Contract and on an annual basis thereafter for the term of this Contract, deliver to FPL a report certified by an officer of the QS: (i) stating the type and amount of each source of fuel or power used by the QS to produce energy during the twelve-month period prior to the anniversary date (the "Contract Year"); and (ii) verifying that one hundred percent (100%) of all energy sold by the QS to FPL during the Contract Year complies with Sections 1(a) and (b) of this Contract.

(b) If the QS is a REF, the QS represents and warrants that the Facility meets the renewable energy requirements of Section 366.91(2)(a) and (b), Florida Statutes, and FPSC Rules 25-17.210(1) and (2)-, F.A.C., and that the QS shall continue to meet such requirements throughout the term of this Contract. FPL shall have the right at all times to inspect the Facility and to examine any books, records, or other documents of the QS that FPL deems necessary to verify that the Facility meets such requirements.

(c) The Facility (i) has been certified or has self-certified as a "qualifying facility" pursuant to the Regulations of the Federal Energy Regulatory Commission ("FERC"), or (ii) has been certified by the FPSC as a "qualifying facility" pursuant to Rule 25-17.080(1). A QS that is a qualifying facility with a design capacity of less than 100 KW shall maintain the "qualifying status" of the Facility throughout the term of this Contract. FPL shall have the right at all times to inspect the Facility and to examine any books and records or other documents of the Facility that FPL deems necessary to verify the Facility's qualifying status. On or before March 31 of each year during the term of this Contract, the QS shall provide to FPL a certificate signed by an officer of the QS certifying that the Facility has continuously maintained qualifying status.

2. Term of Contract

Except as otherwise provided herein, this Contract shall become effective immediately upon its execution by the Parties (the "Effective Date") and shall have the termination date stated in Appendix E, unless terminated earlier in accordance with the provisions hereof. Notwithstanding the foregoing, if the Capacity Delivery Date (as defined in Section 5.5) of the Facility is not accomplished by the in-service date of the avoided unit, or such later date as may be permitted by FPL pursuant to Section 5 of this Contract, FPL will be permitted to terminate this Contract consistent with the terms herein without further obligations, duties or liability to the QS.

2. Minimum Specifications

Following are the minimum specifications pertaining to this Contract:

1. The avoided unit ("Avoided Unit") options on which this Contract is based are detailed in Appendix A.

2. This offer shall expire on April 1, 2027.

3. The date by which firm capacity and energy deliveries from the QS to FPL shall commence is the in-service date of the Avoided Unit (or such later date as may be permitted by FPL pursuant to Section 5 of this contract) unless the QS chooses a capacity payment option that provides for early capacity payments pursuant to the terms of this Contract.

4. The period of time over which firm capacity and energy shall be delivered from the QS to FPL is as specified in Appendix E; provided, such period shall be no less than a minimum of ten (10) years after the in-service date of the Avoided Unit.

5. The following are the minimum performance standards for the delivery of firm capacity and energy by the QS to qualify for full capacity payments under this Contract:

	On Peak *	All Hours
Availability	94.0%	94.0%

* QS Performance and On Peak hours shall be as measured and/or described in FPL's Rate Schedule QS-2 attached hereto as Appendix A

(Continued on Sheet No. 9.032.1)

(Continued from Sheet No. 9.032)

3.2 QS, at no cost to FPL, shall be responsible to:

3.2.1 Design, construct, and maintain the Facility in accordance with this Contract, applicable law, regulatory, and governmental approvals, any requirements of warranty agreements or similar agreements, prudent industry practice, insurance policies, and the Interconnection Agreement or Wheeling Agreement.

3.2.2 Perform all studies, pay all fees, obtain all necessary approvals and execute all necessary agreements (including the Interconnection Agreement or the Wheeling Agreement(s)) in order to schedule and deliver the firm capacity and energy to FPL.

3.2.3 Obtain and maintain all permits, certifications, licenses, consents or approvals of any governmental or regulatory authority necessary for the construction, operation, and maintenance of the Facility (the "Permits"). QS shall keep FPL reasonably informed as to the status of its permitting efforts and shall promptly inform FPL of any Permits it is unable to obtain, that are delayed, limited, suspended, terminated, or otherwise constrained in a way that could limit, reduce, interfere with, or preclude QS's ability to perform its obligations under this Contract (including a statement of whether and to what extent this circumstance may limit or preclude QS's ability to perform under this Contract.)

3.2.4 Demonstrate to FPL's reasonable satisfaction that QS has established Site Control, an agreement for the ownership or lease of the Facility's site, for the Term of the Contract.

3.2.5 Complete all environmental impact studies and comply with applicable environmental laws necessary for the construction, operation, and maintenance of the Facility.

3.2.6 At FPL's request, provide to FPL electrical specifications and design drawings pertaining to the Facility for FPL's review prior to finalizing design of the Facility and before beginning construction work based on such specifications and drawings, provided FPL's review of such specifications and design shall not be construed as endorsing the specification, and design thereof, or as any express or implied warranties including performance, safety, durability or reliability of the Facility. QS shall provide to FPL reasonable advance notice of any changes in the Facility and provide to FPL specifications and design drawings of any such changes.

3.2.7 Within fifteen (15) days after the close of each month from the first month following the Effective Date until the Capacity Delivery Date, provide to FPL a monthly progress report (in a form reasonably satisfactory to FPL) and agree to regularly scheduled meetings between representatives of QS and FPL to review such monthly reports and discuss QS's construction progress. The Monthly Progress Report shall indicate whether QS is on target to meet the Capacity Delivery Date. If, for any reason, FPL has reason to believe that QS may fail to achieve the Capacity Delivery Date, then, upon FPL's request, QS shall submit to FPL, within ten (10) business days of such request, a remedial action plan ("Remedial Action Plan") that sets forth a detailed description of QS's proposed course of action to promptly achieve the Capacity Delivery Date. Delivery of a Remedial Action Plan does not relieve QS of its obligation to meet the Capacity Delivery Date.

3.3 FPL shall have the right, but not the obligation, to:

3.3.1 Inspect during business hours upon reasonable notice, or obtain copies of all Permits held by QS.

3.3.2 Consistent with Section 3.2.6. notify QS in writing of the results of the review within thirty (30) days of FPL's receipt of all specifications for the Facility, including a description of any flaws perceived by FPL in the design.

3.3.3 Inspect the Facility's construction site or on-site QS data and information pertaining to the Facility during business hours upon reasonable notice.

(Continued on Sheet No. 9.033)

(Continued from Sheet No. 9.032.1)

4. Sale of Energy and Capacity by the QS

4.1 Consistent with the terms hereof, the QS shall sell and deliver to FPL and FPL shall purchase and receive from the QS at the Delivery Point (defined below) all of the energy and firm capacity generated by the Facility. FPL shall have the sole and exclusive right to purchase all energy and capacity produced by the Facility. The purchase and sale of energy and firm capacity pursuant to this Contract shall be a ( ) net billing arrangement or ( ) simultaneous purchase and sale arrangement; provided, however, that no such arrangement shall cause the QS to sell more energy and firm capacity than the Facility's net output. The billing methodology may be changed at the option of the QS, subject to the provisions of FPL Rate Schedule QS-2. For purposes of this Contract, Delivery Point shall be defined as either: (a) the point of interconnection between FPL's system and the transmission system of the final utility transmitting energy and firm capacity from the Facility to the FPL system, as specifically described in the applicable Wheeling Agreement, or (b) the point of interconnection between the Facility and FPL's transmission system, as specifically described in the Interconnection Agreement.

4.2 The QS shall not rely on interruptible standby service for the startup requirements (initial or otherwise) of the Facility.

4.3 The QS shall be responsible for all costs, charges and penalties associated with development and operation of the Facility.

4.4 The QS shall be responsible for all interconnection, electric losses, transmission and ancillary service arrangements and costs required to deliver, on a firm basis, the firm capacity and energy from the Facility to the Delivery Point.

5. Committed Capacity/Capacity Delivery Date

5.1 The QS commits to sell and deliver firm capacity to FPL at the Delivery Point, the amount of which shall be determined in accordance with this Section 5 (the "Committed Capacity"). Subject to Section 5.3 the Committed Capacity shall be_____ KW, delivery date no later than the in-service date of the Avoided Unit or as otherwise specified in Appendix E (the "Guaranteed Capacity Delivery Date").

5.2 Testing of the capacity of the Facility (each such test, a "Committed Capacity Test") shall be performed in accordance with the procedures set forth in Section 6. The Demonstration Period (defined herein) for the first Committed Capacity Test shall commence no earlier than six (6) months prior to the Capacity Delivery Date and testing must be completed by 11:59 p.m. ET on the date prior to the Guaranteed Delivery Date. The first Committed Capacity Test shall be deemed successfully completed when the QS demonstrates to FPL's satisfaction that the Facility can make available capacity of at least one hundred percent (100%) of the Committed Capacity set forth in Section 5.1. Subject to Section 6.1, the QS may schedule and perform up to three (3) Committed Capacity Tests to satisfy the capacity requirements of the Contract.

5.3 FPL shall have the right to require the QS, by notice no less than ten (10) business days prior to such proposed test, to validate the Committed Capacity of the Facility by means of subsequent Committed Capacity Tests as follows: (a) once per each Summer period and once per each Winter period at FPL's sole discretion,(b) at any time the QS is unable to comply with any material obligation under this Contract for a period of thirty (30) days or more in the aggregate as a consequence of an event of Force Majeure, and (c) at any time the QS fails in three consecutive months to achieve an Annual Capacity Billing Factor, as defined in Appendix B (the "ACBF"), equal to or greater than 70%. The results of any such test shall be provided to FPL within seven (7) days of the conclusion of such test. On and after the date of such requested Committed Capacity Test, and until the completion of a subsequent Committed Capacity Test, the Committed Capacity shall be deemed as the lower of the tested capacity or the Committed Capacity as set forth in Section5.1.

5.4 Notwithstanding anything to the contrary herein, the Committed Capacity shall not exceed the amount set forth in Section 5.1 without the prior written consent of FPL, such consent not unreasonably withheld.

5.5 The "Capacity Delivery Date" shall be defined as the first calendar day immediately after the date following the last to occur of (a) the Facility's successful completion of the first Committed Capacity Test but no earlier than the commencement date for deliveries of firm capacity and energy (as such is specified in Appendix E) and (b) the satisfaction by QS of the following Delivery Date Conditions (defined below).

(Continued on Sheet No. 9.033.1)

(Continued from Sheet No. 9.033)

5.5.1 A certificate addressed to FPL from a Licensed Professional Engineer (reasonably acceptable to FPL in all respects) stating: (a) the nameplate capacity rating of the Facility at the anticipated time of commercial operation, which must be at least 94% of the Expected Nameplate Capacity Rating; (b) that the Facility is able to generate electric energy reliably in amounts expected by this Agreement and in accordance with all other terms and conditions hereof; (c) that Start-Up Testing of the Facility has been completed; and (d) that, pursuant to Section 8.4, all system protection and control and Automatic Generation Control devices are installed and operational.

5.5.2 A certificate addressed to FPL from a Licensed Professional Engineer (reasonably acceptable to FPL in all respects) stating, in conformance with the requirements of the Interconnection Agreement, that: (a) all required interconnection facilities have been constructed; (b) all required interconnection tests have been completed; and (c) the Facility is physically interconnected with the System in conformance with the Interconnection Agreement and able to deliver energy consistent with the terms of this Agreement.

5.5.3 A certificate addressed from a Licensed Professional Engineer (reasonably acceptable to FPL in all respects) stating that QS has obtained or entered into all permits and agreements with respect to the Facility necessary for construction, ownership, operation, and maintenance of the Facility (the "Required Agreements"). QS must provide copies of any or all Required Agreements requested by FPL.

5.5.4 An opinion from a law firm or attorney, registered or licensed in the State of Florida (reasonably acceptable to FPL in all respects), stating, after all appropriate and reasonable inquiry, that: (a) QS has obtained or entered into all Required Agreements; (b) neither QS nor the Facility is in violation of or subject to any liability under any applicable law; and (c) QS has duly filed and had recorded all of the agreements, documents, instruments, mortgages, deeds of trust, and other writings described in Section 9.7.

5.5.5 FPL has received the Completion/Performance Security ((a) through (e), the "Commercial Operation Conditions").

FPL shall have ten (10) Business Days after receipt either to confirm to QS that all of the Delivery Date Conditions have been satisfied or have occurred, or to state with specificity what FPL reasonably believes has not been satisfied.

5.6 The QS shall be entitled to receive capacity payments beginning on the Capacity Delivery Date, provided, the Capacity Delivery Date occurs on or before the in-service date of the Avoided Unit (or such later date permitted by FPL pursuant to the following sentence). If the Capacity Delivery Date does not occur on or before the Guaranteed Capacity Delivery Date, FPL shall be entitled to the Completion/Performance Security (as set forth in Section 9) in full, and in addition, has the right but not the obligation to allow the QS up to an additional five (5) months to achieve the Capacity Delivery Date. If the QS fails to achieve the Capacity Delivery Date either by (a) the Guaranteed Delivery Date or b) such later date as permitted by FPL, FPL shall have no obligation to make any capacity payments under this Contract and FPL will be permitted to terminate this Contract, consistent with the terms herein, without further obligations, duties or liability to the QS.

(Continued on Sheet No. 9.034)

(Continued from Sheet No. 9.033)

6. Testing Procedures

6.1 The Committed Capacity Test must be completed successfully within a sixty-hour period (the "Demonstration Period"), which period, including the approximate start time of the Committed Capacity Test, shall be selected and scheduled by the QS by means of a written notice to FPL delivered at least thirty (30) days prior to the start of such period. The provisions of the foregoing sentence shall not apply to any Committed Capacity Test required by FPL under any of the provisions of this Contract. FPL shall have the right to be present onsite to monitor any Committed Capacity Test required or permitted under this Contract.

6.2 Committed Capacity Test results shall be based on a test period of twenty-four (24) consecutive hours (the "Committed Capacity Test Period") at the highest sustained net KW rating at which the Facility can operate without exceeding the design operating conditions, temperature, pressures, and other parameters defined by the applicable manufacturer(s) for steady state operations at the Facility. If the QS is a REF the Committed Capacity Test shall be conducted utilizing as the sole fuel source fuels or energy sources included in the definition in Section 366.91, Florida Statutes. The Committed Capacity Test Period shall commence at the time designated by the QS pursuant to Section 6.1 or at such other time requested by FPL pursuant to Section 5.3; provided, however, that the Committed Capacity Test Period may commence earlier than such time in the event that FPL is notified of, and consents to, such earlier time.

6.3 For the avoidance of doubt, normal station service use of unit auxiliaries, including, without limitation, cooling towers, heat exchangers, and other equipment required by law, shall be in service during the Committed Capacity Test Period. Further, the QS shall affect deliveries of any quantity and quality of contracted cogenerated steam to the steam host during the Committed Capacity Test Period.

6.4 The capacity of the Facility shall be the average net capacity (generator output minus auxiliary) measured over the Committed Capacity Test Period.

6.5 The Committed Capacity Test shall be performed according to prudent industry testing procedures satisfactory to FPL for the appropriate technology of the QS.

6.6 Except as otherwise provided herein, results of any Committed Capacity Test shall be submitted to FPL by the QS within seven (7) days of the conclusion of the Committed Capacity Test.

7. Payment for Electricity Produced by the Facility

7.1 Energy

FPL agrees to pay the QS for energy produced by the Facility and delivered to the Delivery Point in accordance with the rates and procedures contained in FPL's approved Rate Schedule QS-2, attached hereto as Appendix A, as it may be amended from time to time and pursuant to the election of energy payment options as specified in Appendix E. The Parties agree that this Contract shall be subject to all of the provisions contained in Rate Schedule QS-2 as approved and on file with the FPSC.

7.2 Firm Capacity

FPL agrees to pay the QS for the firm capacity described in Section 5 in accordance with the rates and procedures contained in Rate Schedule QS-2, attached hereto as Appendix A, as it may be amended and approved from time to time by the FPSC, and pursuant to the election of a capacity payment option as specified in Appendix E. The QS understands and agrees that capacity payments will be made under the early capacity payment options only if the QS has achieved the Capacity Delivery Date and is delivering firm capacity and energy to FPL. Once elected by the QS, the capacity payment option cannot be changed during the term of this Contract.

7.3 Payments

Payments due the QS will be made monthly and normally by the twentieth business day following the end of the billing period. A statement of the kilowatt-hours sold by the QS and the applicable avoided energy rate at which payments are being made shall accompany the payment to the QS.

(Continued from Sheet No. 9.034)

8 Electricity Production and Plant Maintenance Schedule

8.1 During the term of this Contract, no later than sixty (60) days prior to the Capacity Delivery Date and prior to April 1 of each calendar year thereafter, the QS shall submit to FPL in writing a detailed plan of: (a) the amount of firm capacity and energy to be generated by the Facility and delivered to the Delivery Point for each month of the following calendar year, and (b) the time, duration and magnitude of any scheduled maintenance period(s) and any anticipated reductions in capacity.

8.2 By October 31 of each calendar year, FPL shall notify the QS in writing whether the requested scheduled maintenance periods in the detailed plan are acceptable. If FPL objects to any of the requested scheduled maintenance periods, FPL shall advise the QS of the time period closest to the requested period(s) when the outage(s) can be scheduled. The QS shall schedule maintenance outages only during periods approved by FPL, such approval not unreasonably withheld. Once the schedule for maintenance has been established and approved by FPL, either Party may request a subsequent change in such schedule and, except when such event is due to Force Majeure, request approval for such change from the other Party, such approval not to be unreasonably withheld or delayed. Scheduled maintenance outage days shall be limited to seven (7) days per calendar year unless the manufacturer's recommendation of maintenance outage days for the technology and equipment used by the Facility exceeds such 7day period, provided, such number of days is considered reasonable by prudent industry standards and does not exceed two (2) fourteen (14) day intervals, one in the Spring and one in the Fall, in any calendar year. The scheduled maintenance outage days applicable for the QS are_____days in the Spring and_____days in the Fall of each calendar year, provided the conditions specified in the previous sentence are satisfied. In no event shall maintenance periods be scheduled during the following periods: June 1 through and including October 31st and December 1 through and including February 28 (or 29th as the case may be).

8.3 The QS shall comply with reasonable requests by FPL regarding day-to-day and hour-by-hour communication between the Parties relative to electricity production and maintenance scheduling.

8.4 Dispatch and Control

8.4.1 The power supplied by the QS hereunder shall be in the form of three-phase 60 Hertz alternating current, at a nominal operating voltage of_____,000 volts (_____kV) and power factor dispatchable and controllable in the range of 85% lagging to 85% leading as measured at the Delivery Point to maintain system operating parameters, as specified by FPL.

8.4.2 At all times during the term of this Contract, the QS shall operate and maintain the Facility: (a) in such a manner as to ensure compliance with its obligations hereunder, in accordance with prudent engineering and operating practices and applicable law, and (b) with all system protective equipment in service whenever the Facility is connected to, or is operated in parallel with, FPL's system. The QS shall install at the Facility those system protection and control devices necessary to ensure safe and protected operation of all energized equipment during normal testing and repair. The QS shall have qualified personnel test and calibrate all protective equipment at regular intervals in accordance with good engineering and operating practices. A unit functional trip test shall be performed after each overhaul of the Facility's turbine, generator or boilers and the results shall be provided to FPL prior to returning the Facility to service. The specifics of the unit functional trip test will be consistent with good engineering and operating practices.

8.4.3 If the Facility is separated from the FPL system for any reason, under no circumstances shall the QS reconnect the Facility into FPL's system without first obtaining FPL's prior written approval.

8.4.4 During the term of this Contract, the QS shall employ qualified personnel for managing, operating and maintaining the Facility and for coordinating such with FPL. If the Facility has a Committed Capacity greater than 10 MW then, the QS shall ensure that operating personnel are on duty at all times, twenty-four (24) hours a calendar day and seven (7) calendar days a week. If the Facility has a Committed Capacity equal to or less than 10 MW then the QS shall ensure that operating personnel are on duty at least eight (8) hours per day from 8 AM EST to 5 PM EST from Monday to Friday, with an operator on call at all other hours.

8.4.5 FPL shall at all times be excused from its obligation to purchase and receive energy and capacity hereunder, and FPL shall have the ability to require the QS to curtail or reduce deliveries of energy, to the extent necessary (a) to maintain the reliability and integrity of any part of FPL's system, (b) in the event that FPL determines that a failure to do so is likely to endanger life or property, or (c) is likely to result in significant disruption of electric service to FPL's customers. FPL shall give the QS prior notice, if practicable, of its intent to refuse, curtail or reduce FPL's acceptance of energy and firm capacity pursuant to this Section and will act to minimize the frequency and duration of such occurrences.

(Continued on Sheet No. 9.036)

(Continued from Sheet No. 9.035)

8.4.6 After providing notice to the QS, FPL shall not be required to purchase or receive energy from the QS during any period in which, due to operational circumstances, the purchase or receipt of such energy would result in FPL's incurring costs greater than those which it would incur if it did not make such purchases. An example of such an occurrence would be a period during which the load being served is such that the generating units online are base load units operating at their minimum continuous ratings and the purchase of additional energy would require taking a base load unit off the line and replacing the remaining load served by that unit with peaking-type generation. FPL shall give the QS as much prior notice as practicable of its intent not to purchase or receive energy and firm capacity pursuant to this Section.

8.4.7 If the Facility has a Committed Capacity less than 75 MW, control, scheduling and dispatch of firm capacity and energy shall be the responsibility of the QS. If the Facility has a Committed Capacity greater than or equal to 75 MW, then control, scheduling and dispatch of firm capacity and energy shall be the responsibility of the QS, except during a "Dispatch Hour", i.e., any clock hour for which FPL requests the delivery of such capacity and energy. During any Dispatch Hour: (a) control of the Facility will either be by Seller's manual control under the direction of FPL (whether orally or in writing) or by Automatic Generation Control by FPL's system control center as determined by FPL, and (b) FPL may request that the real power output be at any level up to the Committed Capacity of the Facility, provided, in no event shall FPL require the real power output of the Facility to be below the Facility's Minimum Load without decommitting the Facility. The Facility shall deliver the capacity and energy requested by FPL within_____minutes, taking into account the operating limitations of the generating equipment as specified by the manufacturer, provided such time period specified herein is considered reasonable by prudent industry standards for the technology and equipment being utilized and assuming the Facility is operating at or above its Minimum Load. Start-up time from Cold Shutdown and Facility Turnaround time from Hot to Hot will be taken into consideration provided such are reasonable and consistent with prudent industry practices for the technology and equipment being utilized. The Facility's Operating Characteristics have been provided by the QS and are set forth in Appendix D, Section IV of Rate Schedule QS-2.

8.4.8 If the Facility has a Committed Capacity of less than 75 MW, FPL may require during certain periods, by oral, written, or electronic notification that the QS cause the Facility to reduce output to a level below the Committed Capacity but not lower than the Facility's Minimum Load. FPL shall provide as much notice as practicable, normally such notice will be of at least four (4) hours. The frequency of such request shall not exceed eighteen (18) times per calendar year and the duration of each request shall not exceed four (4) hours.

8.4.9 FPL's exercise of its rights under this Section 8 shall not give rise to any liability or payment obligation on the part of FPL, including any claim for breach of contract or for breach of any covenant of good faith and fair dealing.

9. Completion/Performance Security

The security contemplated by this Section 9 constitutes security for, but is not a limitation of, QS's obligations hereunder and shall not be FPL's exclusive remedy for QS's failure to perform in accordance with this Agreement.

9.1 As security for the achievement of the Guaranteed Capacity Delivery Date and satisfactory performance of its obligations hereunder, the QS shall provide FPL either: (a) an unconditional, irrevocable, standby letter of credit(s) with an expiration date no earlier than the end of the first (1st) anniversary of the Capacity Delivery Date (or the next business day thereafter), issued by a U.S. commercial bank or the U.S. branch of a foreign bank having a Credit Rating of A- or higher by S&P or A3 or higher by Moody's (a "Qualified Issuer"), in form and substance acceptable to FPL (including provisions (i) permitting partial and full draws and (ii) permitting FPL to draw in full if such letter of credit is not renewed or replaced as required by the terms hereof at least thirty (30) business days prior to its expiration date) ("Letter of Credit"); (b) a bond, issued by a financially sound Company acceptable to FPL and in a form and substance acceptable to FPL, ("Bond"); or (c) a cash collateral deposited with FPL ("Cash Collateral") (any of (a), (b), or (c), the "Completion/Performance Security"). Completion/Performance Security shall be provided in the amount and by the date listed below:

(a) $50.00 per kW (for the number of kW of Committed Capacity set forth in Section 5.1) to be delivered to FPL within five (5) business days of the Effective Date; and

(b) $100.00 per kW (for the number of kW of Committed Capacity set forth in Section 5.1) to be delivered to FPL two years before the Guaranteed Capacity Delivery Date.

"Credit Rating" means with respect to any entity, on any date of determination, the respective ratings then assigned to such entity's unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P, Moody's or other specified rating agency or agencies or if such entity does not have a rating for its unsecured, senior long-term debt or deposit obligations, then the rating assigned to such entity as its "corporate credit rating" by S&P.

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"Moody's" means Moody's Investors Service, Inc. or its successor.

"S&P" means Standard & Poor's Ratings Group (a division of The McGraw-Hill Companies, Inc.) or its successor.

9.2 The specific security instrument provided for purposes of this Contract is:

( ) Letter of Credit.
( ) Bond.
( ) Cash Collateral.

9.3 FPL shall have the right to monitor (a) the financial condition of the issuer of a Letter of Credit in the event any Letter of Credit is provided by the QS, and (b) the insurer, in the case of any Bond. In the event the issuer of a Letter of Credit no longer qualifies as Qualified Issuer or the issuer of a Bond is no longer financially sound, FPL may require the QS to replace the Letter of Credit or the Bond, as applicable. Such replacement Letter of Credit or bond must be issued by a Qualified Issuer or a financially sound issues, as applicable, within ten (10) business days following written notification to the QS of the requirement to replace. Failure by the QS to comply with the requirements of this Section 9.3 shall be grounds for FPL to draw in full on the existing Letter of Credit or bond and to exercise any other remedies it may have hereunder.

9.4 Notwithstanding the foregoing provisions of this Section 9, pursuant to FPSC Rule 25-17.091(4), F.A.C., a QS qualifying as a "Solid Waste Facility" pursuant to Section 377.709(3) or (5), F.S., respectively, may use an unsecured written commitment or promise to pay in a form reasonably acceptable to FPL, by the local government which owns the Facility or on whose behalf the QS operates the Facility, to secure its obligation to achieve on a timely basis the Capacity Delivery Date and the satisfactory performance of its obligations hereunder.

9.5 FPL shall be entitled to draw the Completion/Performance Security to satisfy any obligation or liability of QS arising pursuant to this Contract.

9.5.1 If the QS fails to achieve the Capacity Delivery Date on or before the in-service date of the Avoided Unit or such later date as permitted by FPL pursuant to Section 5.6, FPL shall be entitled immediately to receive, draw upon, or retain, as the case may be, one-hundred (100%) of the Completion/ Performance Security as liquidated damages free from any claim or right of any nature whatsoever of the QS, including any equity or right of redemption by the QS. The Parties acknowledge that the injury that FPL will suffer as a result of delayed availability of Committed Capacity and energy is difficult to ascertain and that FPL may accept such sums as liquidated damages and resort to any other remedies which may be available to it under law or in equity.

9.5.2 In the event that FPL requires the QS to perform one or more Committed Capacity Test(s) at any time on or before the first anniversary of the Capacity Delivery Date pursuant to Section 5.3 and, in connection with any such Committed Capacity Test(s), the QS fails to demonstrate a Capacity of at least one-hundred percent (100%) of the Committed Capacity set forth in Section 5.1, FPL shall be entitled immediately to receive, draw upon, or retain, as the case may be, one-hundred percent (100%) of the Completion/Performance Security as liquidated damages free from any claim or right of any nature whatsoever of the QS, including any equity or right of redemption by the QS.

9.5.3 QS shall promptly, but in no event more than five (5) business days following any draws on the Completion/Performance Security, replenish the Completion/Performance Security to the amounts required herein.

9.6 The QS, as the Pledgor of the Completion/Performance Security, hereby pledges to FPL, as the secured Party, as security for the achievement of the Capacity Delivery Date and satisfactory performance of its obligations hereunder, and grants to FPL a first priority continuing security interest in, lien on and right of set-off against all Completion/Performance Security transferred to or received by FPL hereunder. Upon the transfer or return by FPL to the QS of Completion/Performance Security, the security interest and lien granted hereunder on that Completion/Performance Security will be released immediately and, to the extent possible, without any further action by either party.

(Continued on Sheet No. 9.038)

(Continued from Sheet No. 9.037)

9.7 In lieu of any interest, dividends or other amounts paid or deemed to have been paid with respect to Cash Collateral held by FPL (all of which may be retained by FPL), FPL will transfer to the QS on a monthly basis the Interest Amount, as calculated by FPL.

"Interest Amount" means, with respect to each monthly period, the aggregate sum of the amounts of interest calculated for each day in that monthly period on the principal amount of Cash Collateral held by FPL on that day, determined by FPL for each such day as follows:

(x)) the amount of that Cash Collateral on that day; multiplied by

(y)) the Interest Rate in effect for that day; divided

by (z) 360.

"Interest Rate" means: the Federal Funds Overnight rate as from time to time in effect.

"Federal Funds Overnight Rate" means, for the relevant determination date, the rate opposite the caption "Federal Funds (Effective)" as set forth for that day in the weekly statistical release designated as H.15 (519), or any successor publication, published by the Board of Governors of the Federal Reserve System. If on the determination date such rate is not yet published in H.15 (519), the rate for that date will be the rate set in Composite 3:30 P.M. Quotations for U.S. Government Securities for that day under the caption "Federal Funds/Effective Rate." If on the determination date such rate is not yet published in either H.15 (519) or Composite 3:30 P.M. Quotations for U.S. Government Securities, the rate for that date will be determined as if the Parties had specified "USD-Federal Funds-Reference Dealers" as the applicable rate.

10. Termination Fee

10.1 In the event that the QS receives capacity payments pursuant to Option B, Option C, Option D or Option E (as such options are defined in Appendix A and elected by the QS in Appendix E) or receives energy payments pursuant to the Fixed Firm Energy Payment Option (as such option is defined in Appendix A and elected by the QS in Appendix E) then, upon the termination of this Contract, the QS shall owe and be liable to FPL for a termination fee calculated in accordance with Appendix C (the "Termination Fee"). The QS's obligation to pay the Termination Fee shall survive the termination of this Contract. FPL shall provide the QS, on a monthly basis, a calculation of the Termination Fee.

10.1.1 The Termination Fee shall be secured (with the exception of governmental solid waste facilities covered by FPSC Rule 25-17.091 in which case the QS may use an unsecured written commitment or promise to pay, in a form reasonably acceptable to FPL, by the local government which owns the Facility or on whose behalf the QS operates the Facility, to secure its obligation to pay the Termination Fee) by the QS by: (a) an unconditional, irrevocable, standby letter(s) of credit issued by Qualified Issuer in form and substance acceptable to FPL (including provisions (a) permitting partial and full draws and (b) permitting FPL to draw upon such letter of credit, in full, if such letter of credit is not renewed or replaced at least thirty (30) business days prior to its expiration date, ("Termination Fee Letter of Credit"); (b) a bond, issued by a financially sound Company and in a form and substance acceptable to FPL, ("Termination Fee Bond"); or (c) a cash collateral deposit with FPL ("Termination Fee Cash Collateral") (any of (a), (b), or (c), the "Termination Security").

10.1.2 The specific security instrument selected by the QS for purposes of this Contract is:

( ) Termination Fee Letter of Credit
( ) Termination Fee Bond
( ) Termination Fee Cash Collateral

10.1.3 FPL shall have the right to monitor the financial condition of (i) the issuer of a Termination Fee Letter of Credit in the case of any Termination Fee Letter of Credit and (ii) the insurer(s), in the case of any Termination Fee Bond. In the event the issuer of a Termination Fee Letter of Credit is no longer a Qualified Issuer or the issuer of a Termination Fee Bond is no longer financially sound, FPL may require the QS to replace the Termination Fee Letter of Credit or the Termination Fee Bond, as applicable. In the event that FPL notifies the QS that it requires such a replacement, the replacement Termination Fee Letter of Credit or Termination Fee Bond, as applicable, must be issued by a Qualified Issuer or financially sound company within ten (10) business days following such notification. Failure by the QS to comply with the requirements of this Section 10.1.2 shall be grounds for FPL to draw in full on any existing Termination Fee Letter of Credit or Termination Fee Bond and to exercise any other remedies it may have hereunder.

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10.1.4 After the close of each calendar quarter (March 31, June 30, September 30, and December 31) occurring subsequent to the Capacity Delivery Date, the QS shall provide to FPL within ten (10) business days of the close of such calendar quarter with written assurance and documentation (the "Security Documentation"), in form and substance acceptable to FPL, that the amount of the most recently provided Termination Security is sufficient to cover the balance of the Termination Fee. In addition to the foregoing, at any time during the term of this Contract, FPL shall have the right to request, and the QS shall be obligated to deliver within five (5) business days of such request, such Security Documentation. Failure by the QS to comply with the requirements of this Section 10.1.3 shall be grounds for FPL to draw in full on any existing Termination Fee Letter of Credit or Termination Fee Bond or to retain any Termination Fee Cash Collateral, and to exercise any other remedies it may have hereunder to be applied against any Termination Fee that may be due and owing to FPL or that may in the future be due and owing to FPL.

10.1.5 Upon any termination of this Contract following the Capacity Delivery Date, FPL shall be entitled to receive (and in the case of the Termination Fee Letter of Credit or Termination Fee Bond, draw upon such Termination Fee Letter of Credit or Termination Fee Bond) and retain one- hundred percent (100%) of the Termination Security to be applied against any Termination Fee that may be due and owing to FPL or that may in the future be due and owing to FPL. FPL will transfer to the QS any proceeds and Termination Security remaining after liquidation, set-off and/or application under this Article after satisfaction in full of all amounts payable by the QS with respect to any Termination Fee or other obligations due to FPL; the QS in all events will remain liable for any amounts remaining unpaid after any liquidation, set-off and/or application under this Article.

10.2 The QS, as the Pledgor of the Termination Security, hereby pledges to FPL, as the secured Party, as security for the Termination Fee, and grants to FPL a first priority continuing security interest in, lien on and right of set-off against all Termination Security transferred to or received by FPL hereunder. Upon the transfer or return by FPL to the QS of Termination Security, the security interest and lien granted hereunder on that Termination Security will be released immediately and, to the extent possible, without any further action by either party.

10.3 In lieu of any interest, dividends or other amounts paid or deemed to have been paid with respect to Termination Fee Cash Collateral held by FPL (all of which may be retained by FPL), FPL will transfer to the QS on a monthly basis the Interest Amount, Pursuant to Section 9.7.

11. Performance Factor

FPL desires to provide an incentive to the QS to operate the Facility during on-peak and off-peak periods in a manner which approximates the projected performance of FPL's Avoided Unit. A formula to achieve this objective is attached as Appendix B.

(Continued on Sheet No. 9.040)

(Continued from Sheet No. 9.039)

12. Default

Notwithstanding the occurrence of any Force Majeure, as defined in the Technical Terms and Abbreviations of the Company Tariff, each of the following shall constitute an Event of Default:

12.1 The QS fails to meet the applicable requirements specified in Section 1 of this Contract.;

12.2 The QS changes or modifies the Facility from that provided in Section 1 with respect to its type, location, technology or fuel source, without prior written approval from FPL.;

12.3 After the Capacity Delivery Date, the Facility fails, for twelve (12) consecutive months, to maintain an Annual Capacity Billing Factor, as described in Appendix B, of at least 70%.;

12.4 The QS fails to comply with any of the provisions of Section 9.0 hereof (Completion/Performance Security).

12.5 The QS fails to comply with any of the provisions of Section 10.0 hereof (Termination Security).;

12.6 The QS ceases the conduct of active business; or if proceedings under the federal bankruptcy law or insolvency laws shall be instituted by or for or against the QS or if a receiver shall be appointed for the QS or any of its assets or properties; or if any part of the QS's assets shall be attached, levied upon, encumbered, pledged, seized or taken under any judicial process, and such proceedings shall not be vacated or fully stayed within 30 days thereof; or if the QS shall make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts as they become due.

12.7 The QS fails to give proper assurance acceptable to FPL of adequate performance as specified under this Contract within 30 days after FPL, with reasonable grounds for insecurity, has requested in writing such assurance-.

12.8 The QS materially fails to perform as specified under this Contract, including, but not limited to, the QS's obligations under any part of Sections 8, and 18.

12.9 The QS fails to achieve the permitting, licensing, certification, and all federal, state and local governmental environmental and licensing approvals required to initiate construction of the Facility by no later than one year prior to Guaranteed Capacity Date.

12.10 The QS fails to comply with any of the provisions of Section 18.3 hereof (Project Management).

12.11 Any of the representations or warranties made by the QS in this Contract is false or misleading in any material respect.

12.12 The occurrence of an event of default by the QS under the Interconnection Agreement or any applicable Wheeling Agreement;

12.13 The QS fails to satisfy its obligations under Section 18.14 hereof (Assignment).

12.14 The QS fails to deliver to FPL in accordance with this Contract any energy or firm capacity required to be delivered hereunder or the delivery or sale of any such energy and firm capacity to an entity other than FPL.

12.15 The QS fails to perform any material covenant or obligation under this Contract not specifically mentioned in this Section

12.16 If at any time after the Capacity Delivery Date, the QS reduces the Committed Capacity due to an event of Force Majeure and fails to repair the Facility and reset the Committed Capacity to the level set forth in Section 5.1 (as such level may be reduced by Section 5.3) within twelve (12) months following the occurrence of such event of Force Majeure.

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(Continued from Sheet No. 9.040)

13. FPL's Rights in the Event of Default

13.1 Upon the occurrence of any of the Events of Default in Section 12, FPL may:

(a) terminate this Contract, without penalty or further obligation, except as set forth in Section 13.2, by written notice to the QS, and offset against any payment(s) due from FPL to the QS, any monies otherwise due from the QS to FPL;

(b) draw on the Completion/Performance Security pursuant to Section 9 or collect the Termination Fee pursuant to Section 10 as applicable; and

(c) exercise any other remedy(ies) which may be available to FPL at law or in equity.

13.2 In the case of an Event of Default, the QS recognizes that any remedy at law may be inadequate because this Contract is unique and/or because the actual damages of FPL may be difficult to reasonably ascertain. Therefore, the QS agrees that FPL shall be entitled to pursue an action for specific performance, and the QS waives all of its rights to assert as a defense to such action that FPL's remedy at law is adequate.

13.3 Termination shall not affect the liability of either party for obligations arising prior to such termination or for damages, if any, resulting from any breach of this Contract.

14. Indemnification/Limits

14.1 FPL and the QS shall each be responsible for its own facilities. FPL and the QS shall each be responsible for ensuring adequate safeguards for other FPL customers, FPL's and the QS's personnel and equipment, and for the protection of its own generating system. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations of Tariff Sheet No.6.020 each party (the "Indemnifying Party") agrees, to the extent permitted by applicable law, to indemnify, pay, defend, and hold harmless the other party (the "Indemnifying Party") and its officers, directors, employees, agents and contractors (hereinafter called respectively, "FPL Entities" and "QS Entities") from and against any and all claims, demands, costs, or expenses for loss, damage, or injury to persons or property of the Indemnified Party (or to third parties) caused by, arising out of, or resulting from: (a) a breach by the Indemnifying Party of its covenants, representations, and warranties or obligations hereunder; (b) any act or omission by the Indemnifying Party or its contractors, agents, servants or employees in connection with the installation or operation of its generation system or the operation thereof in connection with the other Party's system; (c) any defect in, failure of, or fault related to, the Indemnifying Party's generation system; (d) the negligence or willful misconduct of the Indemnifying Party or its contractors, agents, servants or employees; or (e) any other event, act or incident, including the transmission and use of electricity, that is the result of, or proximately caused by, the Indemnifying Party or its contractors, agents, servants or employees.

14.2 Payment by an Indemnified Party will not be a condition precedent to the obligations of the Indemnifying Party under Section 14. No Indemnified Party under Section 14 shall settle any claim for which it claims indemnification hereunder without first allowing the Indemnifying Party the right to defend such a claim. The Indemnifying Party shall have no obligations under Section 14 in the event of a breach of the foregoing sentence by the Indemnified Party. Section 14 shall survive termination of this Agreement.

14.3 Limitation on Consequential, Incidental and Indirect Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE QS NOR FPL, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, FOR CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS CONTRACT, OR ANY ACTIONS UNDERTAKEN IN CONNECTION WITH OR RELATED TO THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES WHICH ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISREPRESENTATION), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW, UNDER ANY INDEMNITY PROVISION OR ANY OTHER THEORY OF RECOVERY. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY, AND SUCH DIRECT DAMAGES SHALL BE THE SOLE AND EXCLUSIVE MEASURE OF DAMAGES AND

(Continued on Sheet No. 9.042)

(Continued from Sheet No. 9.041)

ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED; PROVIDED, HOWEVER, THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS WILL NOT IN ANY WAY LIMIT LIABILITY OR DAMAGES UNDER ANY THIRD PARTY CLAIMS OR THE LIABILITY OF A PARTY WHOSE ACTIONS GIVING RISE TO SUCH LIABILITY CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF FAULT AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS CONTRACT. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WAIVER OF A PARTY'S RIGHT TO SEEK INJUNCTIVE RELIEF.

15. Insurance

15.1 The QS shall procure or cause to be procured, and shall maintain throughout the entire term of this Contract, a policy or policies of liability insurance issued by an insurer acceptable to FPL on a standard "Insurance Services Office" commercial general liability form (such policy or policies, collectively, the "QS Insurance"). A certificate of insurance shall be delivered to FPL at least fifteen (15) calendar days prior to the start of any interconnection work. At a minimum, the QS Insurance shall contain (a) an endorsement providing coverage, including products liability/completed operations coverage for the term of this Contract, and (b) a broad form contractual liability endorsement covering liabilities (i) which might arise under, or in the performance or nonperformance of, this Contract and the Interconnection Agreement, or (ii) caused by operation of the Facility or any of the QS's equipment or by the QS's failure to maintain the Facility or the QS's equipment in satisfactory and safe operating condition. Effective at least fifteen (15) calendar days prior to the synchronization of the Facility with FPL's system, the QS Insurance shall be amended to include coverage for interruption or curtailment of power supply in accordance with industry standards. Without limiting the foregoing, the QS Insurance must be reasonably acceptable to FPL. Any premium assessment or deductible shall be for the account of the QS and not FPL.

15.2 The QS Insurance shall have a minimum limit of one million dollars ($1,000,000) per occurrence, and two million dollars ($2,000,000) combined aggregate limit, for bodily injury (including death) or property damage.

15.3 In the event that such insurance becomes totally unavailable or procurement thereof becomes commercially impracticable, such unavailability shall not constitute an Event of Default under this Contract, but FPL and the QS shall enter into negotiations to develop substitute protection which the Parties in their reasonable judgment deem adequate.

15.4 To the extent that the QS Insurance is on a "claims made" basis, the retroactive date of the policy(ies) shall be the effective date of this Contract or such other date as may be agreed upon to protect the interests of the FPL Entities and the QS Entities. Furthermore, to the extent the QS Insurance is on a "claims made" basis, the QS's duty to provide insurance coverage shall survive the termination of this Contract until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort. To the extent the QS Insurance is on an "occurrence" basis, such insurance shall be maintained in effect at all times by the QS during the term of this Contract.

15.5 The QS Insurance shall provide that it may not be cancelled or materially altered without at least thirty (30) calendar days' written notice to FPL. The QS shall provide FPL with a copy of any material communication or notice related to the QS Insurance within ten (10) business days of the QS's receipt or issuance thereof.

15.6 The QS shall be designated as the named insured and FPL shall be designated as an additional named insured under the QS Insurance. The QS Insurance shall be endorsed to be primary to any coverage maintained by FPL

16. Force Majeure

An event of Force Majeure shall have the meaning as set forth in Technical Terms and Abbreviations of the Company Tariff. For purposes of this Contract, Force Majeure shall not include:
(a) the QS's ability to sell capacity and energy to another market at a more advantageous price; (b) equipment breakdown or inability to use equipment caused by its design, construction, operation, maintenance or inability to meet regulatory standards, or otherwise caused by an event originating in the Facility; (c) a failure of performance of any other entity, including any entity providing electric transmission service to the QS, except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure event; (d) failure of the QS to timely apply for or obtain permits.

(Continued on Sheet No. 9.043)

(Continued from Sheet No. 9.042)

16.1 Except as otherwise provided in this Contract, each party shall be excused from performance when its nonperformance was caused, directly or indirectly by an event of Force Majeure.

16.2 In the event of any delay or nonperformance resulting from an event of Force Majeure, the party claiming Force Majeure shall notify the other party in writing within two (2) business days of the occurrence of the event of Force Majeure, of the nature, cause, date of commencement thereof and the anticipated extent of such delay, and shall indicate whether any deadlines or date(s), imposed hereunder may be affected thereby. The suspension of performance shall be of no greater scope and of no greater duration than the cure for the Force Majeure requires. A party claiming Force Majeure shall not be entitled to any relief therefore unless and until conforming notice is provided. The party claiming Force Majeure shall notify the other party of the cessation of the event of Force Majeure or of the conclusion of the affected party's cure for the event of Force Majeure, in either case within two (2) business days thereof.

16.3 The party claiming Force Majeure shall use its best efforts to cure the cause(s) preventing its performance of this Contract; provided, however, the settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of the affected party, and such party shall not be required to settle such strikes, lockouts or other labor disputes by acceding to demands which such party deems to be unfavorable.

16.4 If the QS suffers an occurrence of an event of Force Majeure that reduces the generating capability of the Facility below the Committed Capacity, the QS may, upon notice to FPL, temporarily adjust the Committed Capacity as provided in Sections 16.5 and 16.6. Such adjustment shall be effective the first calendar day immediately following FPL's receipt of the notice or such later date as may be specified by the QS. Furthermore, such adjustment shall be the minimum amount necessitated by the event of Force Majeure.

16.5 If the Facility is rendered completely inoperative as a result of Force Majeure, the QS shall temporarily set the Committed Capacity equal to 0 KW until such time as the Facility can partially or fully operate at the Committed Capacity that existed prior to the Force Majeure. If the Committed Capacity is 0 KW, FPL shall have no obligation to make capacity payments hereunder.

16.6 If, at any time during the occurrence of an event of Force Majeure or during its cure, the Facility can partially or fully operate, then the QS shall temporarily set the Committed Capacity at the maximum capability that the Facility can reasonably be expected to operate.

16.7 Upon the cessation of the event of Force Majeure or the conclusion of the cure for the event of Force Majeure, the Committed Capacity shall be restored to the Committed Capacity that existed immediately prior to the Force Majeure. Notwithstanding any other provision of this Contract, upon such cessation or cure, FPL shall have the right to require a Committed Capacity Test to demonstrate the Facility's compliance with the requirements of this section 16.7. Any Committed Capacity Test required by FPL under this Section shall be additional to any Committed Capacity Test under Section 5.3.

16.8 During the occurrence of an event of Force Majeure and a reduction in Committed Capacity under Section 16.4, all Monthly Capacity Payments shall reflect, pro rata, the reduction in Committed Capacity, and the Monthly Capacity Payments will continue to be calculated in accordance with the pay-for-performance provisions in Appendix B.

16.9 The QS agrees to be responsible for and pay the costs necessary to reactivate the Facility and/or the interconnection with FPL's system if the same is (are) rendered inoperable due to actions of the QS, its agents, or Force Majeure events affecting the QS, the Facility or the interconnection with FPL. FPL agrees to reactivate, at its own cost, the interconnection with the Facility in circumstances where any interruptions to such interconnections are caused by FPL or its agents.

17. Representations, Warranties, and Covenants of QS

The QS represents and warrants that as of the Effective Date and for the term of this Contract:

17.1 Organization, Standing and Qualification

The QS is a _____(corporation, partnership, or other, as applicable) duly organized and validly existing in good standing under the laws of _____and has all necessary power and authority to carry on its business as presently conducted, to own or hold under lease its properties and to enter into and perform its obligations under this Contract and all other related documents and agreements to which it is or shall be a Party. The QS is duly qualified or licensed to do business in the State of Florida and in all other jurisdictions wherein the nature of its business and operations or the character of the properties owned or leased by it makes such qualification or licensing necessary and where the failure to be so qualified or licensed would impair its ability to perform its obligations under this Contract or would result in a material liability to or would have a material adverse effect on FPL.

(Continued on Sheet No. 9.044)

(Continued from Sheet No. 9.043)

17.2 Due Authorization, No Approvals, No Defaults, etc.

Each of the execution, delivery and performance by the QS of this Contract has been duly authorized by all necessary action on the part of the QS, does not require any approval, except as has been heretofore obtained, of the _____ (shareholders, partners, or others, as applicable) of the QS or any consent of or approval from any trustee, lessor or holder of any indebtedness or other obligation of the QS, except for such as have been duly obtained, and does not contravene or constitute a default under any law, the _____(articles of incorporation, bylaws, or other as applicable) of the QS, or any agreement, judgment, injunction, order, decree or other instrument binding upon the QS, or subject the Facility or any component part thereof to any lien other than as contemplated or permitted by this Contract. This Contract constitutes QS's legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, except as such enforceability may be limited by applicable bankruptcy laws from time to time in effect that affect creditors' rights generally or by general principles of equity (regardless of whether such enforcement is considered in equity or at law).

17.3 Compliance with Laws

The QS has knowledge of all laws and business practices that must be followed in performing its obligations under this Contract. The QS is in compliance with all laws, except to the extent that failure to comply therewith would not, in the aggregate, have a material adverse effect on the QS or FPL.

17.4 Governmental Approvals

Except as expressly contemplated herein, neither the execution and delivery by the QS of this Contract, nor the consummation by the QS of any of the transactions contemplated thereby, requires the consent or approval of, the giving of notice to, the registration with, the recording or filing of any document with, or the taking of any other action in respect of governmental authority, except in respect of permits (a) which have already been obtained and are in full force and effect or (b) are not yet required (and with respect to which the QS has no reason to believe that the same will not be readily obtainable in the ordinary course of business upon due application therefore).

17.5 No Suits, Proceedings

There are no actions, suits, proceedings or investigations pending or, to the knowledge of the QS, threatened against it at law or in equity before any court or tribunal of the United States or any other jurisdiction which individually or in the aggregate could result in any materially adverse effect on the QS's business, properties, or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations under this Contract. The QS has no knowledge of a violation or default with respect to any law which could result in any such materially adverse effect or impairment. The QS is not in breach of, in default under, or in violation of, any applicable Law, or the provisions of any authorization, or in breach of, in default under, or in violation of, or in conflict with any provision of any promissory note, indenture or any evidence of indebtedness or security therefore, lease, contract, or other agreement by which it is bound, except for any such breaches, defaults, violations or conflicts which, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the business or financial condition of Buyer or its ability to perform its obligations hereunder.

17.6 Environmental Matters

17.6.1 QS Representations

To the best of its knowledge after diligent inquiry, the QS knows of no (a) existing violations of any environmental laws at the Facility, including those governing hazardous materials or (b) pending, ongoing, or unresolved administrative or enforcement investigations, compliance orders, claims, demands, actions, or other litigation brought by governmental authorities or other third parties alleging violations of any environmental law or permit which would materially and adversely affect the operation of the Facility as contemplated by this Contract.

17.6.2 Ownership and Offering For Sale Of Renewable Energy Attributes

The QS retains any and all rights to own and to sell any and all environmental attributes associated with the electric generation of the Facility, including but not limited to, any and all renewable energy certificates, "green tags" or other tradable environmental interests (collectively "RECs"), of any description.

(Continued on Sheet No. 9.045)

(Continued from Sheet No. 9.044)

17.6.3 Changes in Environmental and Governmental Regulations

If new environmental and other regulatory requirements enacted during the term of the Contract change FPL's full avoided cost of the unit on which the Contract is based, either party can elect to have the contract reopened.

17.7 Interconnection/Wheeling Agreement

The QS has executed an interconnection agreement with FPL, or represents or warrants that it has entered into a valid and enforceable Interconnection Agreement with the utility in whose service area the Facility is located, pursuant to which the QS assumes contractual responsibility to make any and all transmission-related arrangements (including control area services) between the QS and the transmitting utility for delivery of the Facility's capacity and energy to FPL.

17.8 Technology and Generator Capabilities

That for the term of this Contract the Technology and Generator Capabilities table set forth in Section 1 is accurate and complete.

18. General Provisions

18.1 Project Viability

To assist FPL in assessing the QS's financial and technical viability, the QS shall provide the information and documents requested in Appendix D or substantially similar documents, to the extent the documents apply to the type of Facility covered by this Contract, and to the extent the documents are available. All documents to be considered by FPL must be submitted at the time this Contract is presented to FPL. Failure to provide the following such documents may result in a determination of non-viability by FPL.

18.2 Permits; Site Control

The QS hereby agrees to obtain and maintain Permits which the QS is required to obtain as a prerequisite to engaging in the activities specified in this Contract. QS shall also obtain and maintain Site Control for the Term of the Contract.

18.3 Project Management

18.3.1 If requested by FPL, the QS shall submit to FPL its integrated project schedule for FPL's review within sixty calendar days from the execution of this Contract, and a start-up and test schedule for the Facility at least sixty calendar days prior to start-up and testing of the Facility. These schedules shall identify key licensing, permitting, construction and operating milestone dates and activities. If requested by FPL, the QS shall submit progress reports in a form satisfactory to FPL every calendar month until the Capacity Delivery Date and shall notify FPL of any changes in such schedules within ten calendar days after such changes are determined. FPL shall have the right to monitor the construction, start-up and testing of the Facility, either on-site or off- site. FPL's technical review and inspections of the Facility and resulting requests, if any, shall not be construed as endorsing the design thereof or as any warranty as to the safety, durability or reliability of the Facility.

18.3.2 The QS shall provide FPL with the final designer's/manufacturer's generator capability curves, protective relay types, proposed protective relay settings, main one-line diagrams, protective relay functional diagrams, and alternating current and direct current elementary diagrams for review and inspection at FPL no later than one hundred eighty calendar days prior to the initial synchronization date.

18.4 Assignment

This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party, such consent to be granted or withheld in such other Party's sole discretion. Any direct or indirect change of control of QS (whether voluntary or by operation of law) shall be deemed an assignment and shall require the prior written consent of FPL. Notwithstanding the foregoing, either Party may, without the consent of the other Party, assign or transfer this Agreement: (a) to any lender as collateral security for obligations under any financing documents entered into with such lender provided, QS shall be responsible for FPL's reasonable costs and expenses associated with the review, negotiation, execution and delivery of any documents or information pursuant to such collateral assignment, including reasonable attorneys' fees (b) to an affiliate of such Party; *provided,* that such affiliate's creditworthiness is equal to or better than that of such Party (and in no event less than Investment Grade) as determined reasonably by the non-assigning or non-transferring Party and; *provided, further*, that any such affiliate shall agree in writing to be bound by and to assume the terms and conditions hereof and any and all obligations to the non-assigning or non-transferring Party arising or accruing hereunder from and after the date of such assumption. "Investment Grade" means BBB- or above from Standard & Poor's Corporation or Baa2 or above from Moody's Investor Services.

18.5 Disclaimer

In executing this Contract, FPL does not, nor should it be construed, to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the QS or any assignee of this Contract.

(Continued on Sheet No. 9.046)

(Continued from Sheet No. 9.045)

18.6 Notification

All formal notices relating to this Contract shall be deemed duly given when delivered in person, or sent by registered or certified mail, or sent by fax if followed immediately with a copy sent by registered or certified mail, to the individuals designated below. The Parties designate the following individuals to be notified or to whom payment shall be sent until such time as either Party furnishes the other Party written instructions to contact another individual:

For the QS:

_____

_____

_____

_____

For FPL:
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408
Attn: EMT Contracts Department

This signed Contract and all related documents may be presented no earlier than 8:00 a.m. ET on the effective date of the Standard Offer Contract, as determined by the FPSC. Contracts and related documents may be mailed to the address below or delivered during normal business hours (8:00 a.m. ET to 4:45 p.m. ET) to the visitors' entrance at the address below:

Florida Power & Light Company
700 Universe Boulevard, Juno Beach, FL 33408
Attention: Contracts Manager/Coordinator
EMT Contracts Department

18.7 Applicable Law

This Contract shall be construed in accordance with and governed by, and the rights of the Parties shall be construed in accordance with, the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies, without regard to conflict of law rules thereof.

18.8 Venue

The Parties hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of Florida or, in the event that jurisdiction for any matter cannot be established in the United States District Court for the Southern District of Florida, in the state court for Palm Beach County, Florida, solely in respect of the interpretation and enforcement of the provisions of this Contract and of the documents referred to in this Contract, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Contract or any such document may not be enforced in or by such courts, and the Parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a court. The Parties hereby consent to and grant any such court jurisdiction over the persons of such Parties solely for such purpose and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 18.8 hereof or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

(Continued on Sheet No. 9.047)

(Continued from Sheet No. 9.046)

18.9. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS CONTRACT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT A PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION RESULTING FROM, ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (d) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS CONTRACT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 18.9

18.10 Taxation

In the event that FPL becomes liable for additional taxes, including interest and/or penalties arising from an Internal Revenue Service's determination, through audit, ruling or other authority, that FPL's payments to the QS for capacity under Options B, C, D, E or for energy pursuant to the Fixed Firm Energy Payment Option D are not fully deductible when paid (additional tax liability), FPL may bill the QS monthly for the costs, including carrying charges, interest and/or penalties, associated with the fact that all or a portion of these capacity payments are not currently deductible for federal and/or state income tax purposes. FPL, at its option, may offset these costs against amounts due the QS hereunder. These costs would be calculated so as to place FPL in the same economic position in which it would have been if the entire capacity payments had been deductible in the period in which the payments were made. If FPL decides to appeal the Internal Revenue Service's determination, the decision as to whether the appeal should be made through the administrative or judicial process or both, and all subsequent decisions pertaining to the appeal (both substantive and procedural), shall rest exclusively with FPL.

18.11 Severability

If any part of this Contract, for any reason, is declared invalid, or unenforceable by a public authority of appropriate jurisdiction, then such decision shall not affect the validity of the remainder of the Contract, which remainder shall remain in force and effect as if this Contract had been executed without the invalid or unenforceable portion.

18.12 Complete Agreement and Amendments

All previous communications or agreements between the Parties, whether verbal or written, with reference to the subject matter of this Contract are hereby abrogated. No amendment or modification to this Contract shall be binding unless it shall be set forth in writing and duly executed by both Parties. This Contract constitutes the entire agreement between the Parties.

18.13 Survival of Contract

This Contract, as it may be amended from time to time, shall be binding upon, and inure to the benefit of, the Parties' respective successors-in-interest and legal representatives.

18.14 Record Retention

The QS agrees to retain for a period of five (5) years from the date of termination hereof all records relating to the performance of its obligations hereunder, and to cause all QS Entities to retain for the same period all such records.

18.15 No Waiver

No waiver of any of the terms and conditions of this Contract shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the terms and conditions hereof shall not be construed as a waiver of such Party's right in the future to insist on such strict performance.

(Continued on Sheet No. 9.048)

(Continued from Sheet No. 9.047)

18.16 Set-Off

FPL may at any time, but shall be under no obligation to, set off any and all sums due from the QS against sums due to the QS hereunder.

18.17 Assistance With FPL's evaluation of FIN 46R

Accounting rules set forth in Financial Accounting Standards Board Interpretation No. 46 (Revised December 2003) ("FIN 46R"), as well as future amendments and interpretations of those rules, may require FPL to evaluate whether the QS must be consolidated, as a variable interest entity (as defined in FIN 46R), in the consolidated financial statements of FPL. The QS agrees to fully cooperate with FPL and make available to FPL all financial data and other information, as deemed necessary by FPL, to perform that evaluation on a timely basis at inception of the PPA and periodically as required by FIN 46R. If the result of an evaluation under FIN 46R indicates that the QS must be consolidated in the financial statements of FPL, the QS agrees to provide financial statements, together with other required information, as determined by FPL, for inclusion in disclosures contained in the footnotes to the financial statements and in FPL's required filings with the Securities and Exchange Commission ("SEC"). The QS shall provide this information to FPL in a timeframe consistent with FPL's earnings release and SEC filing schedules, to be determined at FPL's discretion. The QS also agrees to fully cooperate with FPL and FPL's independent auditors in completing an assessment of the QS's internal controls as required by the Sarbanes-Oxley Act of 2002 and in performing any audit procedures necessary for the independent auditors to issue their opinion on the consolidated financial statements of FPL. FPL will treat any information provided by the QS in satisfying Section 18.17 as confidential information and shall only disclose such information to the extent required by accounting and SEC rules and any applicable laws.

IN WITNESS WHEREOF, the QS and FPL executed this Contract this_____day of_____.

FLORIDA POWER & LIGHT COMPANY

WITNESS: _____

_____

Date_____

_____

WITNESS: _____(QS)

_____

Date_____

Interconnection Agreement for Customer-Owned Renewable Generation
Tier 1 - 10 kW or Less

This Agreement, is made and entered into this_____day of_____, 20_____, by and between _____("Customer"), with and address of _____ and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WITNESSETH:

WHEREAS, the Customer has requested to interconnect its Customer-owned renewable generation, 10 kW AC or less, to FPL's electrical service grid at the Customer's presently metered location.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the Parties hereto covenant and agree as follows:

1. **Definitions**

1.1 Gross Power Rating means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with FPL's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

1.2 Capitalized Terms shall have the meanings set forth in Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.

2. **Customer Qualification and Fees**

2.1. Customer-owned renewable generation shall have a Gross Power Rating that:

a) does not exceed 90% of the Customer's utility distribution service rating; and
b) is 10 kW AC or less.
c) has an AC generating capacity of less than 115% of the Customer's previous 12 months kilowatt-hour usage.

Gross Power Rating for the Customer-owned renewable generation is_____kW AC.

2.2. The Customer shall not be required to pay any application fee for this Tier 1 Customer-owned renewable generation system.

2.3. In order to commence the process for interconnection the Customer shall provide FPL a completed application.

3. **General Responsibilities of the Parties**

3.1. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1, and UL 1741.

3.2. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section 3.1 above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.

3.3. The Customer shall be responsible for protecting its Customer-owned renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the FPL system in delivering and restoring power; and shall be responsible for ensuring that Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

3.4. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 9.051)

(Continued from Sheet No. 9.050)

3.5 The Customer shall notify FPL at least ten (10) calendar days prior to initially placing Customer's equipment and protective apparatus in service and FPL shall have the right to have personnel present on the in-service date.

3.6 Interconnection Agreement shall be executed by FPL within thirty (30) calendar days of receipt of a completed application.

4. Inspection and On-going Compliance

4.1 FPL will provide Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when FPL may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, FPL shall have access to the Customer's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet FPL's legal obligation to provide service to its Customers.

5. Manual Disconnect Switch

5.1 U.L.1741 Listed, inverter-based Tier 1 customer-owned renewable generation systems do not require a customer-installed manual disconnect switch.

5.2 Other customer-owned Tier 1 renewable generation systems that are not U.L. 1741 inverter based. FPL shall require the Customer to install, at the Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generation and any Customer wiring connected to FPL's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the FPL meter socket. The Customer shall ensure that such manual disconnect switch shall remain readily accessible to FPL and be capable of being locked in the open position with a single FPL utility padlock.

5.3 In the event that FPL has determined with respect to the Customer-owned renewable generation that the installation of a manual disconnect switch or switches adjacent to FPL's meter socket would not be practical from a safety perspective and/or design considerations in accordance with good engineering practices; and FPL and the customer agree upon a location on the customer's premises for the switch or switches which meet all applicable safety and/or design considerations, then, pursuant to the conditions set forth in Section 5.2 above, each manual disconnect switch shall be mounted separate from FPL's meter socket at a location agreed to by the Customer and FPL, and the customer shall install a permanent weather-proof plaque adjacent to FPL's meter socket indicating the location of the manual disconnect switch or switches.

6. Disconnection / Reconnection

6.1 FPL may open the manual disconnect switch, if available, or disconnect the Customer's meter, pursuant to the conditions set forth in Section 6.2 below, isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, FPL shall at the time of disconnection leave a door hanger notifying the Customer that its Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. FPL will reconnect the Customer-owned renewable generation as soon as practicable after the condition(s) necessitating disconnection has been remedied.

(Continued on Sheet No. 9.052)

(Continued from Sheet No. 9.051)

6.2 FPL has the right to disconnect the Customer-owned renewable generation at any time. This may result for the following reasons:

a) Emergencies or maintenance requirements on FPL's system;
b) Hazardous conditions existing on FPL's system due to the operation of the Customer's generating or protective equipment as determined by FPL; and
c) Adverse electrical effects, such as power quality problems, on the electrical equipment of FPL's other electric consumers caused by the Customer-owned renewable generation as determined by FPL.

7. Modifications/Additions to Customer-owned Renewable Generation

7.1 If the Customer-owned renewable generation system is subsequently modified in order to increase its Gross Power Rating, the Customer must notify FPL by submitting a new application and Interconnection Agreement specifying the modification at least thirty (30) calendar days prior to making the modification.

7.2 If the Customer adds another Customer-owned renewable generator system which i.) Utilizes the same utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for both systems; and ii.) Utilizes a separate utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for each system the Customer shall provide thirty (30) calendar days notice prior to installation.

7.3 In the event any Customer modifications or additions result in the input to any FPL meter so as to qualify as a Tier 2 or Tier 3 system, then all terms and conditions, including appropriate notice, of the Interconnection Agreement for Tier 2 or Tier 3 systems shall apply.

7.4 The Interconnection Agreement which applies in instances described in Sections 7.1, 7.2, and 7.3 above shall be determined by the combined gross power rating of the generation system(s) which is connected to the FPL meter. In all instances described in this Section 7, the Customer shall submit a new application to FPL and shall enter into a new Interconnection Agreement. In no event shall the maximum output of the Customer-owned generation system(s), which is connected to the FPL meter exceed 2 MW Gross Power Rating.

8. Indemnity

8.1 Customer, to the extent permitted by law without waiving or limiting any defense of sovereign immunity, shall indemnify, hold harmless and defend FPL from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property, (including the Customer-owned renewable generation system), fines and penalties, costs and expenses arising out of or resulting from the operation of the Customer-owned renewable generation system, except in those instances where such loss is due to the negligent action or inactions of FPL. Nothing herein shall be intended to serve as a waiver or limitation of Customer's sovereign immunity defense as allowed by law.

8.2 FPL shall indemnify, hold harmless and defend Customer from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including FPL's transmission system), fines and penalties, costs and expenses arising out of or resulting from the operation of FPL's system, except in those instances where such loss is due to the negligent action or inactions of the Customer.

(Continued on Sheet No. 9.053)

(Continued from Sheet No. 9.052)

9. Limitation of Liability

9.1 Liability under this Interconnection Agreement for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Interconnection Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall the indemnifying Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Interconnection Agreement.

10. Assignment

10.1 The Interconnection Agreement shall be assignable by either Party upon thirty (30) calendar days notice to the other Party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

10.2 An assignee to this Interconnection Agreement shall be required to assume in writing the Customer's rights, responsibilities, and obligations under this Interconnection Agreement; or execute a new Interconnection Agreement.

11. Insurance

11.1 FPL recommends that the Customer maintain Liability Insurance for Personal Injury and Property damage in amount of not less than $100,000 during the entire term of this Interconnection Agreement to the extent permitted by law. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law.

12. Renewable Energy Certificates

12.1 The Customer shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned renewable generation equipment; any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to FPL.

13. Lease Agreements

13.1 The Customer shall provide FPL a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.

13.2 The Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the Customer-owned renewable generation. Notwithstanding this restriction, in the event it is determined by the Florida Public Service Commission that the Customer has entered such an agreement, the Customer shall be in breach of this Interconnection Agreement and the lessor may become subject to the jurisdiction and regulations of the Florida Public Service Commission as a public utility.

14. Dispute Resolution

14.1 Disputes between the Parties shall be handled in accordance with subsection 11 of Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.

15. Effective Date

15.1 The Customer must execute this Interconnection Agreement and return it to FPL at least thirty (30) calendar days prior to beginning parallel operations and the Customer must begin parallel operation within one year after FPL executes the Interconnection Agreement.

16. Termination

16.1 Upon termination of this Interconnection Agreement, FPL shall open and padlock the manual disconnect switch, if applicable, and remove the Net Metering and associated FPL equipment. At the Customer's expense, the Customer agrees to permanently disconnect the Customer-owned renewable generation and associated equipment from FPL's electric service grid. The Customer shall notify FPL in writing within ten (10) calendar days that the disconnect procedure has been completed.

(Continued on Sheet No. 9.053.1)

(Continued from Sheet No. 9.053)

17. Amendments to Florida Public Service Commission Rules

17.1 FPL and Customer recognize that the Florida Public Service Commission rules may be amended from time to time. In the event that Florida Public Service Commission rules are modified, FPL and Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

18. Entire Agreement

18.1 This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between FPL and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

19. Governmental Entities

19.1 For those customers, which are government entities, provisions within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

(Continued on Sheet No. 9.054)

(Continued from Sheet No. 9.053.1)

IN WITNESS WHEREOF, the Parties hereto have caused this Interconnection Agreement to be duly executed the day and year first above written.

CUSTOMER

_____

(Signature)

_____

(Print or Type Name)

Title: _____

FLORIDA POWER & LIGHTCOMPANY

_____

(Signature)

_____

(Print or Type Name)

Title: _____

Go to this FPL link for net metering information, https://www.fpl.com/clean-energy/net-metering.html

Interconnection Agreement for Customer-Owned Renewable Generation
Tier 2 – Greater than 10 kW and Less than or Equal to 100 kW

This Agreement, is made and entered into this_____ day of_____, _____ 20_____, by and between _____ ("Customer"), with an address of _____ and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WITNESSETH:

WHEREAS, the Customer has requested to interconnect its Customer-owned renewable generation, greater than 10 kW AC and less than or equal to 100 kW AC, to FPL's electrical service grid at the Customer's presently metered location.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the Parties hereto covenant and agree as follows:

1. Definitions

1.1 Gross Power Rating means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with FPL's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

1.2 Capitalized Terms shall have the meanings set forth in the Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-Owned Renewable Generation.

2. Customer Qualification and Fees

2.1 Customer-owned renewable generation shall have a Gross Power Rating that:

a) does not exceed 90% of the Customer's utility distribution service rating; and
b) is greater than 10 kW AC and less than or equal to 100 kW AC.
c) has an AC generating capacity of less than 115% of the Customer's previous 12 months kilowatt-hour usage.

Gross Power Rating for the Customer-owned renewable generations is_____ kW AC.

2.1 The Customer shall be required to pay an application fee of $400 for this Tier 2 Customer-owned renewable generation.

2.2 In order to commence the process for interconnection, Customer shall provide FPL a completed application.

3. General Responsibilities of the Parties

3.1 Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1, and UL 1741. The Customer shall provide a written report that the Customer-owned renewable generation complies with the foregoing standards. The manufacturer's specification sheets will satisfy this requirement for a written report.

3.2 Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section 3.1 above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.

3.3 The Customer shall be responsible for protecting its Customer-owned renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the FPL system in delivering and restoring power; and shall be responsible for ensuring that Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

3.4 The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 9.056)

(Continued from Sheet No. 9.055)

3.5 The Customer shall notify FPL at least ten (10) calendar days prior to initially placing Customer's equipment and protective apparatus in service and FPL shall have the right to have personnel present on the in-service date.

3.6 Within ten (10) business days of receipt of the Customer's application, FPL shall provide written notice that it has received all documents required for interconnection or indicate how the application is deficient. Within ten (10) business days of receipt of a completed application, FPL shall provide written notice verifying receipt of the completed application and in the event FPL elects to inspect the Tier 2 Customer-owned renewable generation, written notice shall also include dates for any physical inspection (as set forth in Section 4.3, hereto) and inspection of documents (as set forth in Section 4.4, hereto) necessary to ensure compliance with this Interconnection Agreement and necessary for FPL to confirm compliance with Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.

3.7 The Interconnection Agreement shall be executed by FPL within thirty (30) calendar days of receipt of a completed application.

4. Inspection and On-Going Compliance

4.1 At FPL's election, FPL shall have the right to inspect the Tier 2 Customer-owned renewable generation. All initial physical inspections and inspection of the Customer's documents must be completed by FPL within thirty (30) calendar days of receipt of the Customer's executed Interconnection Agreement. If the inspections are delayed at the Customer's request, the Customer shall contact FPL to reschedule an inspection. FPL shall reschedule the inspection within ten (10) business days of the Customer's request. Physical inspections and inspection of documents must be completed and approved by FPL prior to commencement of service of the Customer-owned renewable generation system.

4.2 Any inspection or observation by FPL shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by FPL of the safety, durability, suitability, or reliability of the Customer-owned Renewable Generation or any associated control, protective, and safety devices owned or controlled by the Customer or the quality of power produced by the Customer-owned renewable generation.

4.3 FPL shall have the right to inspect Customer-owned renewable generation and its component equipment to ensure compliance with this Interconnection Agreement. FPL's system inspections shall include, but shall not be limited to:

a) any installed manual disconnect switch, as applicable;
b) FPL's metering equipment;
c) Any additional metering equipment installed by Customer; and
d) Customer utility-interactive inverter, protective device or other similar devices for compliance to applicable code and standards, as described in this Interconnection Agreement.

4.4 FPL shall also have the right to review Customer documents to ensure compliance with this Interconnection Agreement. FPL shall have the right to, at a minimum review:

a) technical design parameters of the system and the manufacture's installation;
b) operation and maintenance instructions to ensure compliance with IEEE and UL standards;
c) local inspection and certifications; and
d) other documents associated with specific installations.

4.5 FPL will provide Customer with as much notice as reasonably practicable, either in writing, e-mail, facsimile or by phone as to when FPL will conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, FPL shall have access to the Customer's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet FPL's legal obligation to provide service to its Customers.

(Continued on Sheet No. 9.057)

(Continued from Sheet No. 9.056)

5. Manual Disconnect Switch

5.1 FPL shall require the Customer to install, at the Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generation and any Customer wiring connected to FPL's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the FPL meter socket. The Customer shall ensure that such manual disconnect switch shall remain readily accessible to FPL and be capable of being locked in the open position with a single FPL utility padlock.

5.2 In the event that FPL has determined with respect to the Customer-owned renewable generation that the installation of a manual disconnect switch or switches adjacent to FPL's meter socket would not be practical from a safety perspective and/or design considerations in accordance with good engineering practices; and FPL and the Customer agree upon a location on the Customer's premises for the switch or switches which meet all applicable safety and/or design considerations, then, pursuant to the conditions set forth in Section 5.1 above, each manual disconnect switch shall be mounted separate from FPL's meter socket at a location agreed to by the Customer and FPL, and the Customer shall install a permanent weather-proof plaque adjacent to FPL's meter socket indicating the location of the manual disconnect switch or switches.

6. Disconnection / Reconnection

6.1 FPL may open the manual disconnect switch pursuant to the conditions set forth in Section 6.3 below, isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, FPL shall at the time of disconnection leave a door hanger notifying the Customer that its Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. FPL will reconnect the Customer-owned renewable generation as soon as practicable after the condition(s) necessitating disconnection has been remedied.

6.2 Upon notice by FPL, the Customer shall be solely responsible to disconnect the Customer-owned renewable generation and Customer's other equipment if conditions on the FPL distribution system could adversely affect the Customer-owned renewable generation. FPL will not be responsible for damage to the Customer-owned renewable generation system due to adverse effects on the distribution system. Reconnection will be the Customer's responsibility and will not require an additional application.

6.3 FPL has the right to disconnect the Customer-owned renewable generation at any time. This may result for the following reasons:

a) Emergencies or maintenance requirements on FPL's system;
b) Hazardous conditions existing on FPL's system due to the operation of the Customer's generating or protective equipment as determined by FPL;
c) Adverse electrical effects, such as power quality problems, on the electrical equipment of FPL's other electric consumers caused by the Customer-owned renewable generation as determined by FPL; and
d) Failure of the Customer to maintain the required insurance coverage as stated in Section 11.1 below.

7. Modifications/Additions to Customer-owned Renewable Generation

7.1 If the Customer-owned renewable generation is subsequently modified in order to increase its Gross Power Rating, the Customer must notify FPL by submitting a new application and Interconnection Agreement specifying the modification at least thirty (30) days prior to making the modification.

7.2 If the Customer adds another Customer-owned renewable generation which: i.) utilizes the same utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for both systems; or ii.) utilizes a separate utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for each system the Customer shall provide thirty (30) calendar days notice prior to installation.

(Continued on Sheet No. 9.058)

(Continued from Sheet No. 9.057)

7.3 In the event any Customer modifications or additions result in the input to any FPL meter so as to qualify as a Tier 3 system, then all terms and condition, including appropriate notice, of the Interconnection Agreement for Tier 3 systems shall apply. In no event shall the maximum output of the Customer-owned generation system(s), which is connected to the FPL meter exceed 2 MW.

7.4 The Interconnection Agreement which applies in instances described in Sections 7.1, 7.2, and 7.3 above shall be determined by the combined Gross Power Rating of the generation system(s) which is connected to the FPL meter. In all instances described in this Section 7, the Customer shall submit a new application to FPL and shall enter into a new Interconnection Agreement.

8. Indemnity

8.1 Customer, to the extent permitted by law without waiving or limiting any defense of sovereign immunity, shall indemnify, hold harmless and defend FPL from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including the Customer-owned renewable generation system), fines and penalties, costs and expenses arising out of or resulting from the operation of the Customer-owned renewable generation system, except in those instances where such loss is due to the negligent action or inactions of FPL. Nothing herein shall be intended to serve as a waiver of limitation of Customer's sovereign immunity defense as allowed by law.

8.2 FPL shall indemnify, hold harmless and defend Customer from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including FPL's transmission system), fines and penalties, costs and expenses arising out of or resulting from the operation of FPL's system, except in those instances where such loss is due to the negligent action or inactions of the Customer.

9. Limitation of Liability

9.1 Liability under this Interconnection Agreement for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Interconnection Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall the indemnifying Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Interconnection Agreement.

10. Assignment

10.1 The Interconnection Agreement shall be assignable by either Party upon thirty (30) calendar days′ notice to the other Party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

10.2 An assignee to this Interconnection Agreement shall be required to assume in writing the Customer's rights, responsibilities, and obligations under this Interconnection Agreement; or execute a new Interconnection Agreement.

11. Insurance

11.1 The Customer agrees to provide and maintain general liability insurance for personal and property damage, or sufficient guarantee and proof of self-insurance, in the amount of not less than $1 million during the entire period of this Interconnection Agreement, to the extent permitted by law. Initial proof of insurance shall be in the form of a copy of the policy or certificate of insurance attached to this Interconnection Agreement evidencing the Homeowner's or other insurance policy in effect at the time of interconnection. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.

(Continued on Sheet No. 9.059)

(Continued from Sheet No. 9.058)

12. Renewable Energy Certificates

12.1 The Customer shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned renewable generation equipment; any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to FPL.

13. Lease Agreements

13.1 The Customer shall provide FPL a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.

13.2 The Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the Customer-owned renewable generation. Notwithstanding this restriction, in the event it is determined by the Florida Public Service Commission that the Customer has entered such an agreement, the Customer shall be in breach of this Interconnection Agreement and the lessor may become subject to the jurisdiction and regulations of the Florida Public Service Commission as a public utility.

14. Dispute Resolution

14.1 Disputes between the Parties shall be handled in accordance with subsection 11 of Rule 25-6.065 F.A.C. – Interconnection and Net Metering of Customer-Owned Renewable Generation.

15. Effective Date

15.1 The Customer must execute this Interconnection Agreement and return it to FPL at least thirty (30) calendar days prior to beginning parallel operations and the Customer must begin parallel operation within one year after FPL executes the Interconnection Agreement.

16. Termination

16.1 Upon termination of this Interconnection Agreement, FPL shall open and padlock the manual disconnect switch, if applicable, and remove the Net Metering and associated FPL equipment. At the Customer's expense, the Customer agrees to permanently disconnect the Customer-owned renewable generation and associated equipment from FPL's electric service grid. The Customer shall notify FPL in writing within ten (10) calendar days that the disconnect procedure has been completed.

17. Amendments to Florida Public Service Commission Rules

17.1 FPL and Customer recognize that the Florida Public Service Commission rules may be amended from time to time. In the event that Florida Public Service Commission rules are modified, FPL and Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

18. Entire Agreement

18.1 This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between FPL and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

19. Governmental Entities

19.1 For those customers, which are government entities, provisions within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

(Continued on Sheet No. 9.060)

(Continued from Sheet No. 9.059)

IN WITNESS WHEREOF, the Parties hereto have caused this Interconnection Agreement to be duly executed the day and year first above written.

CUSTOMER

_____
(Signature)

_____
(Print or Type Name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

_____
(Signature)

_____
(Print or Type Name)

Title: _____

Go to this FPL link for net metering information, https://www.fpl.com/clean-energy/net-metering.html

FLORIDA POWER & LIGHT COMPANY

Interconnection Agreement for Customer-Owned Renewable Generation
Tier 3 – Greater than 100 kW and Less than or Equal to 2 MW

This Agreement, is made and entered into this_____day of_____, _____20_____, by and between _____("Customer"), with an address of _____ and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WITNESSETH:

WHEREAS, the Customer has requested to interconnect its Customer-owned renewable generation, greater than 100 kW AC and less than or equal to 2 MW AC, to FPL's electrical service grid at the Customer's presently metered location.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the Parties hereto covenant and agree as follows:

1. Definitions

For the purposes of this interconnection agreement only, the following terms shall be defined as follows:

1.1. **Point of Interconnection/Change of Ownership** – The point at which the Customer's wiring is connected to the lugs in the metering cabinet where FPL's meter is located.

1.2. **Interconnection Facilities and Distribution Upgrades** – All facilities and equipment on FPL's side of the Point of Interconnection/Change of Ownership, including any modifications, additions or upgrades that are necessary to physically and electrically interconnect the Customer-owned renewable generation to FPL's electric system.

1.3. **Prudent Utility Practice –** Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

1.4. **Established Industry Criteria –** Criteria established by Institute of Electrical and Electronics Engineers (IEEE), the Florida Reliability Coordinating Council (FRCC), North American Electric Reliability Council (NERC) and the Federal Energy Commission (FERC).

1.5. **Acceptable Level of Impact to FPL's Electric System** – The proposed interconnection does not have a negative impact on the reliability of the FPL's electric system or to its Customers.

1.6. Gross Power Rating means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with FPL's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

1.7. Other capitalized terms shall have the meanings set forth in Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-Owned Renewable Generation.

2. Customer Qualification and Fees

2.1. Customer-owned renewable generation shall have a Gross Power Rating that:

a) does not exceed 90% of the Customer's utility distribution service rating; and
b) is greater than 100 kW AC and less than or equal to 2 MW AC.
c) has an AC generating capacity of less than 115% of the Customer's previous 12 months kilowatt-hour usage.

Gross Power Rating for the Customer-owned renewable generations is_____kW AC.

2.2. In order to commence the process for interconnection, Customer shall provide FPL a completed application.

2.3. The Customer shall be required to pay an application fee of $1,000.00 for this Tier 3 Customer-owned renewable generation interconnection request. This application fee shall cover the cost for processing the Customer's application and the cost of the Fast Track Screens which perform an initial review and screens of the proposed interconnection's impact on the FPL's electric system, as such process is described in Section 8, hereto.

(Continued on Sheet No. 9.066)

(Continued from Sheet No. 9.065)

2.4. In the event the Customer-owned renewable generation does not pass the Fast Track Screens and the Customer elects to proceed with an Interconnection Study, as described in Section 8, hereto, the Customer shall be required to pay an Interconnection Study fee of $2,000.00. To the extent the actual costs of the Interconnection Study total less than $2,000, the difference between the Interconnection Study fee and the actual costs will be refunded to the Customer within thirty (30) calendar days with no interest.

3. General Responsibilities of the Parties

3.1 Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1, and UL 1741. The Customer shall provide a written report that the Customer-owned renewable generation complies with the foregoing standards. The manufacturer's specification sheets will satisfy this requirement for a written report.

3.2 Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section 3.1 above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.

3.3. The Customer shall provide FPL with a one-line diagram depicting the Customer-owned renewable generation and metering equipment, to be set forth in Attachment 1 to the Interconnection Agreement and made a part hereof.

3.4. The Customer shall be responsible for protecting its Customer-owned renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on FPL system in delivering and restoring power; and shall be responsible for ensuring that Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

3.5. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted and has been approved and has met all electrical and mechanical qualifications.

3.6. The Customer shall notify FPL at least ten (10) calendar days prior to initially placing Customer's equipment and protective apparatus in service and FPL shall have the right to have personnel present on the in-service date.

3.7. Within ten (10) business days of receipt of the Customer's application, FPL shall provide written notice that it has received all documents required for interconnection or indicate how the application is deficient. Within ten (10) business days of receipt of a completed application, FPL shall provide written notice verifying receipt of the completed application. The written notice shall also include dates for any physical inspection (as set forth in Section 4.3, hereto) and inspection of documents (as set forth in Section 4.4, hereto) necessary to ensure compliance with this Interconnection Agreement necessary for FPL to confirm compliance with Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.

3.8. The Interconnection Agreement shall be executed by FPL within thirty (30) calendar days of receipt of a completed application. If FPL determines that an Interconnection Study is necessary for a Customer, FPL shall execute the Interconnection Agreement within ninety (90) calendar days of a completed application.

(Continued on Sheet No. 9.067)

(Continued from Sheet No. 9.066)

4. Inspection and On-Going Compliance

4.1. All initial physical inspections and inspection of Customer's documents must be completed by FPL within thirty (30) calendar days of receipt of the Customer's executed Interconnection Agreement. If the inspection is delayed at the Customer's request, the Customer shall contact FPL to reschedule an inspection. FPL shall reschedule the inspection within ten (10) business days of the Customer's request. Physical inspections and inspection of documents must be completed and approved by FPL prior to commencement of service of the Customer-owned renewable generation system.

4.2. Any inspection or observation by FPL shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by FPL of the safety, durability, suitability, or reliability of the Customer-owned Renewable Generation or any associated control, protective, and safety devices owned or controlled by the Customer or the quality of power produced by the Customer- owned Renewable Generation.

4.3. FPL shall have the right to inspect Customer-owned renewable generation and its component equipment to ensure compliance with this Interconnection Agreement. FPL's system inspections shall include, but shall not be limited to:

a) any installed manual disconnect switch, as applicable;
b) FPL's metering equipment;
c) Any additional metering equipment installed by Customer; and
d) Customer utility-interactive inverter, protective device or other similar devices for compliance to applicable code and standards, as described in this Interconnection Agreement.

4.4. FPL shall also have the right to review Customer documents to ensure compliance with this Interconnection Agreement. FPL shall have the right to, at a minimum review:

a) technical design parameters of the system and the manufacture's installation;
b) operation and maintenance instructions to ensure compliance with IEEE and UL standards;
c) local inspection and certifications; and
d) other documents associated with specific installations.

4.5. FPL will provide Customer with as much notice as reasonably practicable, either in writing, e-mail, facsimile or by phone as to when FPL will conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, FPL shall have access to the Customer's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet FPL's legal obligation to provide service to its Customers.

5. Manual Disconnect Switch

5.1 FPL shall require the Customer to install, at the Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generation and any Customer wiring connected to FPL's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the FPL meter socket. The Customer shall ensure that such manual disconnect switch shall remain readily accessible to FPL and be capable of being locked in the open position with a single FPL utility padlock.

5.2 In the event that FPL has determined in respect of the Customer-owned renewable generation that the installation of a manual disconnect switch or switches adjacent to FPL's meter socket would not be practical from a safety perspective and/or design considerations in accordance with good engineering practices; and FPL and the Customer agree upon a location on the Customer's premises for the switch or switches which meet all applicable safety and/or design considerations, then, pursuant to the conditions set forth in Section 5.1 above, each manual disconnect switch shall be mounted separate from FPL's meter socket at a location agreed to by the Customer and FPL, and the Customer shall install a permanent weather-proof plaque adjacent to FPL's meter socket indicating the location of the manual disconnect switch or switches.

(Continued on Sheet No. 9.068)

(Continued from Sheet No. 9.067)

6. Disconnection / Reconnection

6.1. FPL may open the manual disconnect switch pursuant to the conditions set forth in Section 6.3 below, isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, FPL shall at the time of disconnection leave a door hanger notifying the Customer that its Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. FPL will reconnect the Customer-owned renewable generation as soon as practicable after the condition(s) necessitating disconnection has been remedied.

6.2. Upon notice by FPL, the Customer shall be solely responsible to disconnect the Customer-owned renewable generation and Customer's other equipment if conditions on the FPL distribution system could adversely affect the Customer-owned renewable generation. FPL will not be responsible for damage to the Customer-owned renewable generation system due to adverse effects on the distribution system. Reconnection will be the Customer's responsibility and will not require an additional application.

6.3. FPL has the right to disconnect the Customer-owned renewable generation at any time. This may result for the following reasons:

a) Emergencies or maintenance requirements on FPL's system;
b) Hazardous conditions existing on FPL's system due to the operation of the Customer's generating or protective equipment as determined by FPL;
c) Adverse electrical effects, such as power quality problems, on the electrical equipment of FPL's other electric consumers caused by the Customer-owned renewable generation as determined by FPL; and
d) Failure of the Customer to maintain the required insurance coverage as stated in Section 13.1 below.

7. Modifications/Additions to Customer-owned Renewable Generation

7.1. If the Customer-owned renewable generation is subsequently modified in order to increase its Gross Power Rating, the Customer must notify FPL by submitting a new application and Interconnection Agreement specifying the modification at least thirty (30) calendar days prior to making the modification.

7.2. If the Customer adds another Customer-owned renewable generation system which: i.) utilizes the same utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for both systems; or ii.) utilizes a separate utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for each system the Customer shall provide thirty (30) calendar days notice prior to installation.

7.3. The Interconnection Agreement which applies in instances described in Sections 7.1 and 7.2 above shall be determined by the combined Gross Power Rating of the generation system(s) which is connected to the FPL meter. In all instances described in this Section 7, the Customer shall submit a new application to FPL and shall enter into a new Interconnection Agreement. In no event shall the maximum output of the Customer-owned generation system(s), which is connected to the FPL meter exceed 2 MW.

8. Interconnection Study Process

8.1. Fast Track Screens

8.1.1. Fast Track Screens, described in Attachment 3 hereto, provide for an initial review of Customer's request for interconnection which evaluates whether the Customer's request exceeds an acceptable level of impact to the FPL electric system, consistent with prudent utility practice.

8.1.2. In order to pass the Fast Track Screens, Customer's interconnection shall not exceed established industry criteria, as set forth in the Interconnection Study Process and shall not require construction of Interconnection Facilities and Distribution Upgrades on FPL's electric system.

8.1.3. If the Customer's interconnection request passes the Fast Track Screens, the Customer's request shall be approved and Customer will be provided an executable Interconnection Agreement.

(Continued on Sheet No. 9.069)

(Continued from Sheet No. 9.068)

8.2 In those instances, in which the Customer-owned renewable generation does not pass the Fast Track Screens the Customer may elect to proceed with an Interconnection Study. In general, the purpose of the Interconnection Study will be to better determine what material adverse impacts the Customer-owned renewable generation has on the FPL system and what facilities will be required to resolve such impacts.

8.3 Interconnection Study

8.3.1. The Interconnection Study Process shall be used by a Customer proposing to interconnect its certified Customer-owned renewable generation, in those instances in which such system did not pass the Fast Track Screens.

8.3.2. Upon Customer execution of the Interconnection Agreement; the Customer shall be obligated to pay for any and all costs for Interconnection Facilities and Distribution Upgrades identified in the Interconnection Study in order to interconnect the proposed Customer-owned renewable generation.

8.3.3. The Interconnection Study fee shall be $2,000.00 and will be invoiced to the Customer once it is determined that an Interconnection Study will be required. This determination will be made within ten (10) business days after a completed application is received. To the extent the actual costs of the Interconnection Study total less than $2,000, the difference between the Interconnection Study fee and the actual costs will be refunded to the Customer within thirty (30) calendar days with no interest.

9. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

9.1. The Customer shall pay FPL for the actual cost of any and all FPL Interconnection Facilities and Distribution Upgrades, itemized in Attachment 2, required to implement this Interconnection Agreement. FPL shall provide a best estimate cost, including overheads, for the purchase and construction of FPL's Interconnection Facilities and Distribution Upgrades required and shall provide a detailed itemization of such costs.

9.2. The Customer shall be responsible for all reasonable expenses, including overheads, associated with: i.) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities and other equipment; and ii.) operating, maintaining, repairing, and replacing FPL's Interconnection Facilities and Distribution Upgrades.

9.3. FPL shall design, procure, construct, install and own the Interconnection Facilities and Distribution Upgrades, described in Attachment 2, required for FPL to implement this Interconnection Agreement. If FPL and the Customer agree, the Customer may construct Interconnection Facilities and Distribution Upgrades that are located on land owned by the Customer. The actual cost of Interconnection Facilities and Distribution Upgrades, including overheads, shall be directly assigned to and paid by the Customer.

10. Indemnity

10.1. Customer, to the extent permitted by law without waiving or limiting any defense of sovereign immunity, shall indemnify, hold harmless and defend FPL from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including the Customer-owned renewable generation system), fines and penalties, costs and expenses arising out of or resulting from the operation of the Customer-owned renewable generation system, except in those instances where such loss is due to the negligent action or inactions of FPL. Nothing herein shall be intended to serve as a waiver or limitation of Customer's sovereign immunity defense as allowed by law.

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(Continued on Sheet No. 9.070)

(Continued from Sheet No. 9.069)

10.2 FPL shall indemnify, hold harmless and defend Customer from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including FPL's transmission system), fines and penalties, costs and expenses arising out of or resulting from the operation of FPL's system, except in those instances where such loss is due to the negligent action or inactions of the Customer.

11. Limitation of Liability

11.1 Liability under this Interconnection Agreement for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Interconnection Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall the indemnifying Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Interconnection Agreement.

12. Assignment

12.1 The Interconnection Agreement shall be assignable by either Party upon thirty (30) calendar days′ notice to the other party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

12.2 An assignee to this Interconnection Agreement shall be required to assume in writing the Customer's rights, responsibilities, and obligations under this Interconnection Agreement; or execute a new Interconnection Agreement.

13. Insurance

13.1 The Customer agrees to provide and maintain general liability insurance for personal and property damage, or sufficient guarantee and proof of self-insurance, in the amount of not less than $2 million during the entire period of this Interconnection Agreement, to the extent permitted by law. Initial proof of insurance shall be in the form of a copy of the policy or certificate of insurance attached to this Interconnection Agreement evidencing the Homeowner's or other insurance policy in effect at the time of interconnection. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.

14. Renewable Energy Certificates

14.1 The Customer shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned renewable generation equipment; any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to FPL.

15. Billing, Payment, and Financial Security

15.1 FPL shall bill the Customer for the design, engineering, construction, and procurement costs of FPL's Interconnection Facilities and Distribution Upgrades contemplated by this Interconnection Agreement on a monthly basis, or as otherwise agreed by the Parties. The Customer shall pay each bill within thirty (30) calendar days of receipt, or as otherwise agreed to by the Parties.

(Continued on Sheet No. 9.071)

(Continued from Sheet No. 9.070)

15.2. Within three months of completing the construction and installation of FPL's Interconnection Facilities and Distribution Upgrades, described in Attachment 2, required to implement this Interconnection Agreement, FPL shall provide the Customer with a final accounting report of any difference between i.) the Customer's cost responsibility for the actual cost of such Interconnection Facilities and Distribution Upgrades, and ii.) the Customer's previous aggregate payments to FPL for such Interconnection Facilities and Distribution Upgrades. If the Customer's cost responsibility exceeds its previous aggregate payments, FPL shall invoice the Customer for the amount due, without interest, and the Customer shall make payment to FPL within thirty (30) calendar days. If the Customer's previous aggregate payments exceed its cost responsibility under this Interconnection Agreement, FPL shall refund to the Customer an amount equal to the difference, without interest, within thirty (30) calendar days of the final accounting report.

15.3. At least twenty (20) calendar days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of FPL's Interconnection Facilities and Distribution Upgrades, the Customer shall provide FPL, at the Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to FPL and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring and installing the applicable portion of FPL's Interconnection Facilities and Distribution Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to FPL under this Interconnection Agreement during its term.

15.4. In accordance with Section 9.2 above, the Customer shall be billed by FPL for operation, maintaining, repairing, and replacing FPL's Interconnection Facilities and Distribution Upgrades. The Customer shall be billed upon completion of such work by FPL; Customer shall make payment to FPL within twenty (20) calendar days of the receipt of FPL's bill.

16. Lease Agreements

16.1. The Customer shall provide FPL a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.

16.2. The Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the Customer-owned renewable generation. Notwithstanding this restriction, in the event it is determined by the Florida Public Service Commission that the Customer has entered such an agreement, the Customer shall be in breach of this Interconnection Agreement and the lessor may become subject to the jurisdiction and regulations of the Florida Public Service Commission as a public utility.

17. Dispute Resolution

17.1. Disputes between the Parties shall be handled in accordance with subsection 11 of Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-Owned Renewable Generation.

18. Effective Date

18.1. The Customer must execute this Interconnection Agreement and return it to FPL at least thirty (30) calendar days prior to beginning parallel operations and the Customer must begin parallel operation within one year after FPL executes the Interconnection Agreement.

19. Termination

19.1. Upon termination of this Interconnection Agreement, FPL shall open and padlock the manual disconnect switch, if applicable, and remove the Net Metering and associated FPL equipment. At the Customer's expense, the Customer agrees to permanently disconnect the Customer-owned renewable generation and associated equipment from FPL's electric service grid. The Customer shall notify FPL in writing within ten (10) calendar days that the disconnect procedure has been completed.

(Continued on Sheet No. 9.072)

(Continued from Sheet No. 9.071)

20. Amendments to Florida Public Service Commission Rules

20.1 FPL and Customer recognize that the Florida Public Service Commission rules may be amended from time to time. In the event that Florida Public Service Commission rules are modified, FPL and Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

21. Notices

21.1 This Interconnection Agreement, any written notice, demand, or request required or authorized in connection with this Interconnection Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

22. Entire Agreement

22.1 This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between FPL and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

23. Governmental Entities

23.1 For those customers, which are government entities, provisions within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

CUSTOMER:

_____

_____

_____

_____

FPL:

_____

_____

_____

_____

(Continued on Sheet No. 9.072.1)

(Continued from Sheet No. 9.072)

IN WITNESS WHEREOF, the Parties hereto have caused this Interconnection Agreement to be duly executed the day and year first above written.

FLORIDA POWER & LIGHTCOMPANY

_____

(Signature)

_____

(Print or Type Name)

Title: _____

CUSTOMER

_____

(Signature)

_____

(Print or Type Name)

Title:_____

Witness:_____
(Print or Type Name)

Title: _____

Go to this FPL link for net metering information https://www.fpl.com/clean-energy/net-metering.html

ATTACHMENT 1 – INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED RENEWABLE GENERATION TIER 3

ONE-LINE DIAGRAM DEPICTING THE CUSTOMER-OWNED RENEWABLE GENERATION AND METERING EQUIPMENT

ATTACHMENT 2 - INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED RENEWABLE GENERATION TIER 3

FPL'S BEST ESTIMATE OF CUSTOMER'S RESPONSIBILITIES FOR INTERCONNECTION FACILITIES AND DISTRIBUTION UPGRADES TO BE PAID TOFPL

ATTACHMENT 3 - INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED RENEWABLE GENERATION TIER 3

FAST TRACK SCREENS

1. Applicability

The Fast Track Screens process is available to a Customer proposing to interconnect its Customer-owned renewable generation Tier 3 system with FPL's system and if the Customer's proposed Customer-owned renewable generation system meets the codes, standards, and certifications requirements of the Interconnection Agreement.

2. Initial Review

Within ten (10) business days after FPL receives a completed application FPL shall perform an initial review using the screens set forth below; shall notify the Customer of the results; and shall include with such notification copies of the analysis and data underlying FPL's determinations under the screens.

2.1 Screens

2.1.1 For interconnection of a proposed Customer-owned renewable generation system to a radial distribution circuit, the aggregated generation, including the proposed Customer- owned renewable generation, on the circuit shall not exceed 15 % of the line section annual peak load as most recently measured at the substation. A line section is that portion of FPL's electric system connected to a Customer bounded by automatic sectionalizing devices or the end of the distribution line.

2.1.2 For interconnection of a proposed Customer-owned renewable generation system to the load side of spot network protectors, the Customer-owned renewable generation system must utilize an equipment package in compliance with the terms of the Interconnection Agreement.

2.1.3 The proposed Customer-owned renewable generation system, in aggregation with other generation on the distribution circuit, shall not contribute more than 10 % to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed Point of Interconnection/Change of Ownership.

2.1.4 The proposed Customer-owned renewable generation system, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Customer equipment on the system to exceed 87.5% of the short circuit interrupting capability; nor shall the interconnection be proposed for a circuit that already exceeds 87.5% of the short circuit interrupting capability.

2.1.5 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on FPL's electric power system due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Result/Criteria
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass screen
Three-phase, four wire	Effectively-grounded 3 phase or Single-phase, line-to-neutral	Pass screen

(Continued on Sheet No. 9.076)

(Continued from Sheet No. 9.075)

2.1.1 If the proposed Customer-owned renewable generation system is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Customer-owned renewable generation system, shall not exceed 90% of the Customer's utility distribution service rating.

2.1.2 If the proposed Customer-owned renewable generation system is single-phase and is to be interconnected on a center tap neutral of a 240-volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20 % of the nameplate rating of the service transformer.

2.1.3 The proposed Customer-owned renewable generation system, in aggregate with other generation interconnected to the transmission side of a substation transformer feeding the circuit where the Customer-owned renewable generation system proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating units located in the general electrical vicinity (e.g., three or four transmission busses from the Point of Interconnection/Change of Ownership).

2.1.4 No construction of facilities by FPL on its own system shall be required to accommodate the Customer-owned renewable generation system.

2.2 If the proposed interconnection passes the Fast Track Screens, the interconnection request shall be approved and FPL will provide the Customer an executable Interconnection Agreement within ten (10) business days after such determination.

FPL Account Number: _____

FPL Work Order Number: _____

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, _____

_____(hereinafter called the Customer), requests on this____day of_____, _____, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries):_____

_____

located in_____, Florida.
(city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

Lights Installed			Lights Removed		
Fixture Rating (in Lumens)	Fixture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed

Poles Installed		Poles Removed		Conductors Installed	Conductors Removed
Pole Type	# Installed	Pole Type	# Removed		
				_____Feet not Under Paving	_____Feet not Under Paving
				_____Feet Under Paving	_____Feet Under Paving

(b) Modification to existing facilities other than described above (explain fully):

_____

_____

_____

_____

_____

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

(Continued on Sheet No. 9.101)

(Continued from Sheet No. 9.100)

THE CUSTOMER AGREES:

2. To pay a contribution in the amount of $_____ prior to FPL's initiating the requested installation or modification.

3. To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.

4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.

5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.

6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights of-way or easements required by FPL to accommodate the street lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:

   a. the addition of street lighting facilities;
   b. the removal of street lighting facilities; and
   c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

   Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.

9. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.

(Continued on Sheet No. 9.102)

(Continued from Sheet No. 9.101)

12. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

15. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

16. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.

17. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

_____

Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By:_____
Signature (Authorized Representative)

By:_____
(Signature)

_____
(Print or type name)

_____
(Print or type name)

Title:_____

Title:_____

STREET LIGHTING FIXTURE VANDALISM OPTION NOTIFICATION

In accordance with the terms and conditions of Street Lighting Tariff Sheet Number 8.717,

_____(hereinafter called the Customer), selects on this_____day of _____, _____, from FLORIDA POWER AND LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following option(s) for addressing street lighting vandalism:

Please select one option under column **A** for street light fixtures that are eligible for protective shield installations and one option under column **B** for street light fixtures that are ineligible for protective shield installations.

A	**B**	
____	N/A	Upon the first occurrence of vandalism to any FPL-owned street lighting fixture, replace the damaged fixture with a shielded cutoff cobra head fixture. The customer shall pay a one-time charge of $280.00 per shielded fixture.
____	N/A	Upon the second occurrence of vandalism to any FPL-owned street lighting fixture, replace the damaged fixture with a shielded cutoff cobra head fixture. The customer shall pay a one-time charge of $280.00 per shielded fixture plus all associated installation and administrative costs.
____	_____	Upon the second occurrence of vandalism to any FPL-owned street lighting fixture, repair or replace the damaged fixture with a like unshielded fixture. For this, and each subsequent occurrence, the customer shall pay the costs specified under the "Removal of Facilities" section of Street Lighting Tariff Sheet Number 8.716.
____	_____	Upon the second occurrence of vandalism to any FPL-owned street lighting fixture, terminate service to the fixture. The customer shall pay the undepreciated value of the fixture.

Option selections will apply to all fixtures that FPL has installed on the Customer's behalf. Selection changes may be made by the Customer at any time and will become effective ninety (90) days after written notice is received.

By:_____
Signature (Authorized Representative)

_____
(Print or Type Name)

Title:_____

FPL Account Number:_____

FPL Account Number:_____
FPL Work Order Number:_____

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions, _____

_____

_____(hereinafter called the Customer), requests on this_____day of_____, _____, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of premium lighting facilities at (general boundaries):_____

_____

located in_____, Florida.
(city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

Lights Installed			Lights Removed		
Fixture Rating (in Lumens)	Fixture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed

Poles Installed		Poles Removed	
Pole Type	# Installed	Pole Type	# Removed

(b) Modification to existing facilities other than described above (explain fully):

_____
_____
_____
_____
_____

Total work order cost is $_____

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the premium lighting facilities described and identified above (hereinafter called the Premium Lighting System), furnish to the Customer the electric energy necessary for the operation of the Premium Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Premium Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Premium Lighting rate schedule approved by the FPSC.

(Continued on Sheet No. 9.121)

(Continued from Sheet No. 9.120)

THE CUSTOMER AGREES:

2. To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.

3. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.

4. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Premium Lighting System.

5. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights of-way or easements required by FPL to accommodate the premium lighting facilities.

IT IS MUTUALLY AGREEDTHAT:

6. Modifications to the facilities provided by FPL under this Agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is defined as the following:

   a. the addition of premium lighting facilities;
   b. the removal of premium lighting facilities; and
   c. the removal of premium lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

   Modifications will be subject to the costs identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

7. FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this Agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL premium lighting facilities.

8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to a similar kind and quantity.

10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.

11. The Customer will pay for these facilities as described in this Agreement by paying a lump sum of $_____ in advance of construction.

12. The monthly Maintenance Charge is $_____. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.

13. The monthly Billing Charge is$_____. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.

(Continued on Sheet No. 9.122)

(Continued from Sheet No. 9.121)

14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

15. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the facilities.

17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.

20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Customer (Print or type name of Organization)

_____

By:_____
Signature (Authorized Representative)

_____
(Print or type name)

Title:_____

FLORIDA POWER & LIGHT COMPANY

By:_____
(Signature)

_____
(Print or type name)

Title:_____

FPL Account Number: _____
FPL Work Order Number: _____

RECREATIONAL LIGHTING AGREEMENT

In accordance with the following terms and conditions, _____

_____

_____(hereinafter called the Customer), requests on this_____, day of_____,_____, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of recreational lighting facilities at (general boundaries): located in _____, Florida. This agreement is available and applicable only for customers, who, as of January 16, 2001 were either taking service under the Recreational Lighting Rate Schedule or had fully executed this agreement with FPL.

(a) Installation and/or removal of FPL-owned facilities described as follows:
See Attachment

(b) Modification to existing facilities other than described above (explain fully):

_____

_____

_____

_____

_____

_____

Total work order cost$_____.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the recreational lighting facilities described and identified above (hereinafter called the Recreational Lighting System), furnish to the Customer the electric energy necessary for the operation of the Recreational Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Recreational Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Recreational Lighting rate schedule approved by the FPSC.

(Continued on Sheet No. 9.131)

(Continued from Sheet No. 9.130)

THE CUSTOMER AGREES:

2. To purchase from FPL all of the electric energy used for the operation of the Recreational Lighting System.

3. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Recreational Lighting rate schedule on file at the FPSC or any successive Recreational Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.

4. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Recreational Lighting System.

5. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights of-way or easements required by FPL to accommodate the recreational lighting facilities.

IT IS MUTUALLY AGREEDTHAT:

6. Modifications to the facilities provided by FPL under this Agreement, other than for maintenance, may only be made through the execution of an additional Recreational Lighting Agreement delineating the modifications to be accomplished. Modification of FPL recreational lighting facilities is defined as the following:

   a. the addition of recreational lighting facilities;
   b. the removal of recreational lighting facilities; and
   c. the removal of recreational lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

   Modifications will be subject to the costs identified in FPL's currently effective Recreational Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

7. FPL will, at the request of the Customer, relocate the recreational lighting facilities covered by this Agreement, if provided sufficient right- of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL recreational lighting facilities.

8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to a similar kind and quantity.

10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.

11. The Customer will pay for these facilities as described in this Agreement by paying
    a. lump sum of $_____ in advance of construction.

12. The monthly Maintenance Charge is $_____. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.

(Continued on Sheet No. 9.132)

(Continued from Sheet No. 9.131)

13. The monthly Billing Charge is $_____. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.

14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

15. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

16. . If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Recreational Lighting Agreement by giving the Company at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule RL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility for removing the facilities.

17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.

20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

_____
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: _____
Signature (Authorized Representative)

_____
(Print or type name)

Title: _____

By: _____
(Signature)

_____
(Print or type name)

Title: _____

FPL Account Number: _____

FPL Work Request Number: _____

LIGHTING AGREEMENT

In accordance with the following terms and conditions, _____ (hereinafter called the Customer), requests on this day of _____, _____, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) _____, located in _____, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description [1]	Watts	Lumens	Color Temperature	# Installed	# Removed

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.FPL.com/partner/builders/lighting.html

(Continued on Sheet No. 9.141)

(Continued from Sheet No. 9.140)

Pole Description	# Installed	# Removed

(b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

(c) Modification to existing facilities other than described above or additional notes (explain fully): _____

(d) Holiday Lighting (only available to government customers/accounts). Service is only provided from November 1st – January 31st.

Number of receptacles	Price per receptacle	Total upfront cost for receptacles *	kWh	Energy rate	Monthly Energy cost **	Monthly Maintenance cost ***	Total monthly cost

*Receptacle(s) to be paid up front
**Energy costs are determined by taking the ((kWh * energy rate) * 3 service months)/12 months to obtain the monthly amount by the # of receptacles and applied to the matrix for the applicable monthly tier price
***Maintenance costs are determined by taking the maintenance fee noted in the tariff by the number of receptacles

(Continued on Sheet No. 9.142)

(Continue from Sheet No.9.141)

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of $_____ _____. These charges may be adjusted subject to review and approval by the FPSC.

3. To pay Contribution in Aid of Construction (CIAC) in the amount of $_____prior to FPL's initiating the requested installation or modification.

4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by theFPSC.

5. To purchase from FPL all the electric energy used for the operation of the Lighting System.

6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.

7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.

8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.

9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.

10. For FPL-owned fixtures on customer-owned systems:
    a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
    b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
    c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:

    a. the addition of lighting facilities:
    b. the removal of lighting facilities; and
    c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

    Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

(Continue on Sheet No. 9.143)

(Continue on Sheet No. 9.142)

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.

13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.

16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.

21. The lighting facilities shall remain the property of FPL in perpetuity.

22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

(Continue on Sheet No. 9.144)

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.
Changes and Terms Accepted:

_____ Customer (Print or type name of Organization)	**FLORIDA POWER & LIGHT COMPANY**
By:_____ Signature (Authorized Representative)	By: _____ (Signature)
_____ (Print or type name)	_____ (Print or type name)
Title:_____	Title: _____

RESIDENTIAL UNCONDITIONALGUARANTY

In consideration of Florida Power & Light Company ("FPL") furnishing electric service to

_____ _____of
Guarantee Name Guarantee Account No(s)

_____, Florida ("Guarantee")
Guarantee's Service Address(es) & City(ies)

without requiring a deposit, the undersigned Guarantor hereby covenants and agrees that:

1. Guarantor shall, ABSOLUTELY AND UNCONDITIONALLY, guarantee full payment to FPL for ANY AND ALL CHARGES due and owing FPL for which the Guarantee may now be liable or for which the Guarantee may in the future become liable at the above listed address(es).

2. If Guarantee shall at any time fail to promptly pay all charges due and owing FPL, Guarantor hereby agrees to pay all such amounts due and owing FPL within five (5) days of notice.

3. Guarantor shall pay FPL collection agency fees and expenses, reasonable attorneys' fees and all costs and other expenses incurred by FPL in collecting or compromising any indebtedness of Guarantee hereby guaranteed or in enforcing this Guaranty against Guarantor.

4. This is a continuing Guaranty which shall remain in full force and effect until no longer required as specified in Section 6.3 of FPL's General Rules and Regulations or until terminated by FPL (as set forth herein) or the Guarantor upon thirty (30) days advance written notice; provided, however, that no such termination shall release Guarantor from liability hereunder with respect to any charges for electric service furnished to Guarantee prior to the effective date of such termination. FPL may terminate this Guaranty if at any time the Guarantor is no longer a "satisfactory guarantor" (as defined in Rule 25-6.097(2)(a), F.A.C.) which, at a minimum, means an FPL customer with a satisfactory payment record.

5. Guarantor hereby waives notice of acceptance hereof. Guarantor further agrees that FPL need not proceed against the Guarantee or any other person, firm, or corporation, or to pursue any other remedy prior to pursuing its rights under this Guaranty. Guarantee understands that FPL may pursue and/or exhaust all available collection remedies (including disconnection) against Guarantee without pursuing its rights against Guarantor.

6. This Guaranty shall inure to the benefit of FPL and shall be binding upon Guarantor and Guarantor's heirs and assigns.

7. Guarantee hereby authorizes FPL to disclose all of Guarantee's billing information, including third party notification, to the Guarantor so long as this Guaranty remains in effect. Guarantor agrees to receive all appropriate billing information at the Guarantor's service address listed below and further agrees to notify FPL promptly of any change in address; provided, however, that neither receipt of this billing information nor estimates of billing for the Guarantee's service account(s) shall be construed as a limitation on the amount guaranteed under this Guaranty.

IN WITNESS WHEREOF, Guarantor has signed this Guaranty on this_____day of_____,_____

_____ _____
Guarantor Name Guarantor Signature

_____ _____
Guarantor's Service Address & City Guarantor Account No.

_____
Guarantor Social Security No.

(Continued on Sheet No. 9.401)

(Continued from Sheet No. 9.400)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this_____day of_____,_____, by _____, and_____, [] who is (are) personally known to me or [] has (have) produced_____as identification or by means of [] physical presence or [] online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this_____day of _____,_____, by_____.

_____
Notary Public, State of Florida

_____
Print Name of Notary Public

My Commission Expires:_____

Commission Number _____

Agreed:

_____
Guarantee Signature Date

(Continued on Sheet No. 9.401)

NON-RESIDENTIAL UNCONDITIONAL GUARANTY

In consideration of Florida Power & Light Company ("FPL") furnishing electric service to

See ADDENDUM (Guarantee Name) See ADDENDUM (Guarantee Acct. No(s).) of
See ADDENDUM (Guarantee's Service Address(es) & City(ies)), Florida("Guarantee")

("Guarantee"), without requiring a deposit, the undersigned, hereafter referred to as the Guarantor, hereby covenants and agrees that:

1. Guarantor shall, ABSOLUTELY AND UNCONDITIONALLY, guarantee full payment to FPL for ANY AND ALL CHARGES due and owing FPL for which the Guarantee may now be liable or for which the Guarantee may in the future become liable at the above listed address(es).

2. If Guarantee shall at any time fail to promptly pay all charges due and owing FPL, Guarantor hereby agrees to pay all such amounts due and owing FPL within five (5) days of notice.

3. Guarantor shall pay FPL collection agency fees and expenses, reasonable attorneys' fees and all costs and other expenses incurred by FPL in collecting or compromising any indebtedness of Guarantee hereby guaranteed or in enforcing this Guaranty against Guarantor.

4. This is a continuing Guaranty which shall remain in full force and effect until no longer required as specified in Section 6.3 of FPL's General Rules and Regulations or until terminated by FPL (as set forth herein) or the Guarantor upon thirty (30) days advance written notice; provided, however, that no such termination shall release Guarantor from liability hereunder with respect to any charges for electric service furnished to Guarantee prior to the effective date of such termination. FPL may terminate this Guaranty if at any time the Guarantor is no longer a "satisfactory guarantor" (as defined in Rule 25-6.097(2)(a), F.A.C.).

5. Guarantor hereby waives notice of acceptance hereof. Guarantor further agrees that FPL need not proceed against the Guarantee or any other person, firm, or corporation, or to pursue any other remedy prior to pursuing its rights under this Guaranty. Guarantee understands that FPL may pursue and/or exhaust all available collection remedies (including disconnection) against Guarantee without pursuing its rights against Guarantor.

6. This Guaranty shall inure to the benefit of FPL and shall be binding upon Guarantor and Guarantor's heirs and assigns.

7. Guarantee hereby authorizes FPL to disclose all of Guarantee's billing information, including third party notification, to the Guarantor so long as this Guaranty remains in effect. Guarantor agrees to receive all appropriate billing information at the Guarantor's address listed below and further agrees to notify FPL promptly of any change in address; provided, however, that neither receipt of this billing information nor estimates of billing for the Guarantee's service account(s) shall be construed as a limitation on the amount guaranteed under this Guaranty.

(Continued from Sheet No. 9.410)

IN WITNESS WHEREOF, Guarantor has signed this Guaranty on this_____day of_____,_____.

_____ By:_____Guarantor
Name (Print/Type Name of Guarantor) Guarantor Signature

_____ _____
Guarantor's Tax Identification Number (Print/Type Name of Authorized Representative)

Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this_____day of_____,_____, by _____, and_____, ☐ who is (are) personally known to me or ☐has (have) produced_____as identification by means of [] physical presence or [] online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this day of_____, _____, by_____.

_____
Notary Public, State of Florida

_____
Print Name of Notary Public

My Commission Expires:_____ Commission No:_____

Agreed:

_____ By:_____
Guarantee Name (Print/Type Name of Guarantee) Guarantee Signature

_____ _____
Guarantee's Tax Identification Number (Print/Type Name of Authorized Representative)

Title:_____

(Continued on Sheet No. 9.412)

(Continued from Sheet No. 9.411)

ADDENDUM

Subsidiary (Guarantee Name)

1. _____
Service Address Account No.

2. _____
Service Address Account No.

3. _____
Service Address Account No.

4. _____
Service Address Account No.

5. _____
Service Address Account No.

FPL Work Order No. _____

PERFORMANCE GUARANTY AGREEMENT FOR RESIDENTIAL SUBDIVISION DEVELOPMENT

This Agreement, made this_____day of_____, 20____, by and between _____(Applicant), and Florida Power & Light Company (FPL), a corporation organized and existing under the laws of the State of Florida.

WITNESSETH:

Whereas, the Applicant has applied to FPL for underground electric service distribution facilities to be installed on Applicant's property commonly known as_____located in _____, Florida (the "Premises"); and_____(City/County)

Whereas, the Premises requires an extension of FPL's present electric distribution system; and

Whereas, the number of transformers to be utilized and revenue expected to be derived from all or a portion of the extension within two years is uncertain; and

Whereas, FPL requires a Performance Guaranty Agreement for Residential Subdivision Development (Performance Guaranty) to provide assurance to FPL that appropriate revenue will be derived from the installation of new facilities so recovery of its costs is certain; and

Whereas, Applicant is agreeable to providing a Performance Guaranty.

Now, therefore, FPL and Applicant in consideration of their mutual covenants and promises do hereby agree as follows:

ARTICLE I - DEFINITIONS

1.1 Installation of Service shall be defined as 1) the completed installation of service cable in conduit from FPL's designated point of service to the electric meter enclosure, and 2) the receipt by FPL of a certificate of occupancy/completion from the appropriate governmental authorities acknowledging that the Premises constructed by the Applicant is available for occupancy, such that FPL may install and connect electric meters. Each service is associated to a specific transformer.

1.2 The date establishing installation of service to new customers shall be the date of receipt by FPL of a certificate of occupancy/completion from the appropriate governmental authorities. A transformer shall be considered as "utilized" on the date of the second installation of service (excluding street lights) from that transformer.

1.3 The Expiration Date shall be defined as the date 5 years from the date FPL determines it is first ready to render electric service to the extension.

ARTICLE II - DETERMINATION OF INITIAL PERFORMANCE GUARANTY AMOUNT

Applicant agrees to provide FPL an initial Performance Guaranty to be determined by FPL as follows:

2.1 FPL will estimate the total cost of facilities to be installed on the Premises and deduct the amount of contribution paid by the Applicant pursuant to FPL's Electric Tariff. The remaining amount will be prorated among the total number ( ) of transformers required for service. Based upon FPL's evaluation of Applicant's construction plans, construction schedule, and manner in which the subdivision is to be developed, a prorated amount for each transformer will be required for_____transformers in all or part of the subdivision where service may, in the opinion of FPL, not be connected within two years from the date FPL is first ready to render electric service.

2.2 In accordance with the above, the initial Performance Guaranty amount required by FPL prior to installing the requested line extension shall be_____--($_____).

ARTICLE III - PAYMENT AND REFUND

3.1 The Applicant shall pay the above specified Performance Guaranty to FPL to guarantee that the Applicant's development is completed so that all transformers to serve new customers are utilized. This amount may be paid in cash or secured by either a surety bond or irrevocable bank letter of credit in a form acceptable to FPL.

3.2 This Performance Guaranty will be refunded without interest, if cash, or the required amount reduced, if secured by a surety bond or irrevocable bank letter of credit, no earlier than quarterly intervals on a pro rata basis of_____ _____($_____) for each utilized transformer and

_____($_____) for the final utilized transformer and shall commence with the first transformer utilized after the number of transformers previously utilized equals the number of transformers not contributing to the initial Performance Guaranty amount specified in Article II.

(Continued on Sheet No. 9.421)

(Continued from Sheet No. 9.420)

3.3 If the Performance Guaranty is secured by a surety bond or irrevocable bank letter of credit, the Applicant may provide either an amended or replacement surety bond or irrevocable bank letter of credit in a form acceptable to FPL at any time to reflect the reduced Performance Guaranty amount as provided for in Section 3. 2. If, upon notice of cancellation or prior to expiration of a surety bond or irrevocable bank letter of credit, a replacement surety bond or irrevocable bank letter of credit in a form acceptable to FPL or payment in cash is not provided by Applicant to FPL, FPL will require the third party issuing either of these guaranties to pay the full balance due in accordance with this Agreement in cash. FPL will continue to refund the Performance Guaranty in accordance with Section 3. 2 except such refund will be paid jointly to the Applicant and the designated third party having paid the Performance Guaranty amount. The check shall be provided to the Applicant with a copy to the third party.

3.4 Upon written consent from FPL, the Applicant may replace the balance of any cash Performance Guaranty with a surety bond acceptable to FPL. Upon receipt of such surety bond, FPL will refund the balance of the cash Performance Guaranty. If a third party has made payment to FPL pursuant to section 3. 3, then any such refund will be paid jointly to the Applicant and the designated third party. The check shall be provided to the Applicant with a copy to the third party.

ARTICLE IV - FINALSETTLEMENT

Any portion of the Performance Guaranty remaining unrefunded and not eligible for refund under the terms of this Agreement after the Expiration Date will be retained by FPL.

ARTICLE V - TITLE AND OWNERSHIP

Title to and complete ownership and control over said extensions shall at all times remain with FPL and FPL shall have the right to use the same for the purpose of serving other customers or Applicants.

ARTICLE VI - PROCEEDING WITH WORK

FPL, upon execution of this Agreement by both parties and receipt of the required Performance Guaranty, will proceed with the extension work as described in the plans and specifications attached as EXHIBIT A, and all work done and materials used shall conform to the methods and practices specified by FPL's engineers.

ARTICLE VII - ENTIREAGREEMENT

This Agreement supersedes all previous agreements, or representations, either written or verbal, between FPL and Applicant, made with respect to the matters herein contained, and when duly executed, constitutes the entire agreement between the parties; provided however, that all terms and conditions contained in our Underground Residential Distribution Facilities Installation Agreement dated _____relating to the installation of underground facilities shall be adhered to.

ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate the date first above written.

Charges and Terms Accepted by:

FLORIDA POWER & LIGHT COMPANY

Applicant (Print/Type Name of Organization)

By:_____
Signature (Authorized Representative)

(Print or Type Name)_____

Title:_____

By:_____
Signature (Authorized Representative)

(Print or Type Name)_____

Title: _____

IRREVOCABLE BANK LETTER OF CREDIT FOR PERFORMANCE GUARANTY AGREEMENT

Date _____ Premises (Location) _____

Irrevocable Bank Letter of Credit No. _____ Amount $ _____
(NUMERICAL AMOUNT)

APPLICANT:
_____
_____
_____
Attention:_____

BENEFICIARY:
FLORIDA POWER & LIGHT COMPANY
_____
_____
Attention:_____

We hereby authorize Florida Power & Light Company to draw on us, our successor or assignee at sight at the offices

of _____ for
(FINANCIAL INSTITUTION) (STREET ADDRESS) (CITY) (STATE) (ZIP)

any sum not exceeding _____ ($_____) in United States currency for the exclusive
(WRITTEN AMOUNT)
purpose of securing payment as outlined in the performance guaranty agreement, with Applicant Name and Address.

The draft must be presented to us accompanied by a copy of this Letter of Credit and a signed statement from you to the effect that the amount for which the draft is drawn represents amounts due and payable by _____ which are owed.
(APPLICANT NAME)

The draft must bear upon its face the clause, "Drawn under Letter of Credit No._____
dated_____, _____, of _____ (FINANCIAL INSTITUTION)
at _____
(STREET ADDRESS) (CITY) (STATE) (ZIP CODE)

You may draw up to the above amount in one or more drafts.

TO OUR KNOWLEDGE, NONE OF THE FOLLOWING ENTITY CONDITIONS EXIST BETWEEN PARTIES OF THIS DOCUMENT:

A) An ownership relationship exists between parties.
B) Parties are owned by a common entity.
C) Parties share ownership of another entity.

NOTE: In the case of a corporation, "ownership" shall mean a ten percent or greater interest in the voting stock of the corporation.

We hereby agree that the draft drawn in compliance with the terms of this Letter of Credit will be duly honored upon presentation.

THIS LETTER OF CREDIT IS IRREVOCABLE and is governed by International Standby Practices ISP98, International Chamber of Commerce Publication No. 590, or such subsequent publication as may be in effect on the date of issuance of this letter of credit ("ISP98") and, as to matters not expressly covered by ISP98, shall be governed by and construed in accordance with the laws of the State of Florida.

We engage with you that all Drafts drawn under and in compliance with the terms of this Letter of Credit will be honored if presented on or before [one year from the date of insurance]. However, it is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiration date hereof, unless at least ninety (90) days prior to any such expiration date we shall notify you in writing, certified mail return receipt requested, that we elect not to consider this Letter of Credit extended for any such additional period.

Very truly yours,

_____

NOTE: Copy of Performance Guaranty Agreement is to be attached.

By: _____

Print
Name:_____
Title:_____

Bond No. _____

Service Address (Location) _____

_____

SURETY BOND FOR PERFORMANCE
GUARANTY AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WE,_____, as Principal, and_____, a surety company authorized to do business in the State of Florida, as Surety are held and firmly bound to Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida, its successors and assigns, in the amount of _____($_____), in lawful money of the United States of America for the payment of which the Principal and Surety, their heirs, executors, administrators, successors and assigns, are hereby jointly and severally bound. **This amount may be reduced according to Article III of the performance guaranty agreement, a copy of which is attached hereto and made a part hereof.**

WHEREAS, pursuant to its authorized General Rules and Regulations for Electric Service, Florida Power & Light Company requires the Principal to furnish a bond guaranteeing the satisfactory performance under the performance guaranty agreement.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly pay all amounts which may be due by Principal to Florida Power & Light Company under the above performance guaranty agreement in the Principal's name at any or all premises, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums which shall be payable or paid, the Surety shall not be liable thereunder for a larger amount, in the aggregate, than the amount of this bond, unless suit must be brought for enforcement of the within obligations in which case the Surety will also be liable for all costs in connection therewith and reasonable attorneys' fees, including costs of and attorneys' fees for appeals; and

PROVIDED FURTHER, that should the Surety so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing by certified mail-return receipt requested to Florida Power & Light Company at P.O. Box 025209, Miami, Florida 33102-5209. The notice of cancellation shall not be effective unless it includes the Principal's name and copy of attached performance guaranty agreement.

Corporate Seal of Principal

Principal:_____
General Partner:_____
(if applicable)

NOTARY SEAL/STAMP (PRINCIPAL)

By:_____Title: _____

NOTARY CERTIFICATE-PRINCIPAL SIGNATURE

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this_____day of_____,_____by _____, and_____, ☐ who is (are) personally known to me or ☐ has (have) produced _____as identification or by means of [] physical presence or [] online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this day of_____,_____, by _____.

My Commission Expires:_____ Notary Public
Print Name:_____

- - - -

IRREVOCABLE BANK LETTER OF CREDIT

Irrevocable Bank Letter of Credit No._____ Date Issued:_____

Amount $_____ FPL Master Account No.:_____
(NUMERICAL AMOUNT)

APPLICANT:
_____
_____
_____
Attention:_____

BENEFICIARY:
FLORIDA POWER & LIGHT COMPANY
_____
_____
Attention:_____

We hereby authorize Florida Power & Light Company (FPL) to draw on us, our successors or assigns at sight at the offices of _____
(FINANCIAL INSTITUTION)

_____
(STREET ADDRESS) (CITY) (STATE) (ZIP)

for any sum not exceeding_____dollars in United States currency for the
(WRITTEN AMOUNT)

exclusive purpose of securing payment of the electric account(s) of _____
(CUSTOMER NAME)

at_____.

Drafts drawn hereunder must be presented to us accompanied by one of the following:

(1) FPL's signed statement certifying that:

_____ has failed to pay when due, charges for services to any
(CUSTOMER NAME)

_____ accounts in the State of Florida.
(CUSTOMER NAME)

- AND/OR -

(2) FPL's signed statement certifying that:
This Letter of Credit No._____will expire in thirty (30) days or less and _____
(CUSTOMER NAME)
has not provided a replacement letter of credit or other security acceptable to Florida Power & Light Company.

The draft must bear upon its face the clause, "Drawn under Letter of Credit No. _____

dated_____, _____, of _____
(FINANCIAL INSTITUTION)

at_____".
(STREET ADDRESS) (CITY) (STATE) (ZIP)

(Continued on Sheet 9.431)

(Continued from Sheet 9.430)

You may draw up to the above amount in one or more drafts.

To our knowledge, none of the following entity conditions exist between the parties of this Letter of Credit:

a. An ownership relationship exists between parties.
b. Parties are owned by a common entity.
c. Parties share ownership of another entity.

We hereby agree that the draft drawn in compliance with the terms of this Letter of Credit will be duly honored upon presentation.

THIS LETTER OF CREDIT IS IRREVOCABLE and is governed by International Standby Practices ISP98, International Chamber of Commerce Publication No. 590, or such subsequent publication as may be in effect on the date of issuance of this letter of credit ("ISP98") and, as to matters not expressly covered by ISP98, shall be governed by and construed in accordance with the laws of the State of Florida.

We engage with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be honored if presented on or before_____. However, it is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiration date hereof, unless ninety (90) days prior to any such expiration date we shall notify you in writing, certified mail - return receipt requested, that we elect not to consider this Letter of Credit renewed for any such additional period.

Very truly yours,

Bank:_____
(Print Name of Bank)

By:_____

_____
(Print Name of Bank Official)

Title:_____

IRREVOCABLE BANK LETTER OF CREDIT
EVIDENCE OF AUTHORITY

Date _____

This document is to certify that _____,
(OFFICER OR AGENT SIGNING LETTER OF CREDIT)

_____ has the necessary authority to execute the
(TITLE OF OFFICER OR AGENT)

$_____ Irrevocable Bank Letter of Credit Number _____,
(NUMERICAL AMOUNT)

issued _____ for the benefit of Florida Power & Light Company and
(DATE OF PREPARATION)

for the account(s) of _____
(CUSTOMER'S NAME)

for _____.
(NAME OF BANK EXECUTING LETTER OF CREDIT)

Bank: _____
(Print Name of Bank)

Corporate Seal

By: _____

(Print Name of Bank Official)

Title: _____

SURETY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE,_____as Principal at (mailing address)_____,

and_____, a surety company at (mailing address) _____authorized to do business in the State of Florida, as Surety are held and firmly bound to Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida, its successors and assigns, in the amount of $_____, lawful money of the United States of America for the payment of which the Principal and Surety, their heirs, executors, administrators, successors and assigns are hereby jointly and severally bound.

WHEREAS, pursuant to its authorized General Rules and Regulations for Electric Service, Florida Power & Light Company requires the Principal to establish credit for prompt payment of its monthly utility bills, and Principal and Florida Power & Light Company agree that Principal may do so by furnishing this surety bond for prompt payment of the monthly utility bills to be rendered by Florida Power & Light Company;

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly pay all amounts which may be due by Principal to Florida Power & Light Company for utility services in the Principal's name at any or all premises, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that Principal and Surety jointly and severally agree that if at any time Principal's payment, or any part thereof, of Principal's obligations to Florida Power & Light Company is rescinded or must otherwise be restored or returned for any reason whatsoever (Including, but not limited to, insolvency, bankruptcy or reorganization), then the Surety obligation shall, to the extent of the payment rescinded or returned, be deemed to have continued in existence, notwithstanding such previous payment, and the Surety obligation shall continue to be effective or be reinstated, as the case may be, as to such payment, all as though such previous payment had never been made;

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums which shall be payable or paid, the Surety shall not be liable thereunder for a larger amount, in the aggregate, than the amount of this bond, unless suit must be brought for enforcement of the within obligations in which case the Surety will also be liable for all costs in connection therewith and reasonable attorneys' fees, including costs of and fees for appeals; and

PROVIDED FURTHER, that should the Surety so elect, this bond may be canceled by the Surety as to subsequent liability by giving thirty (30) days' notice in writing by certified mail-return receipt requested to Florida Power & Light Company at 4200 W. Flagler St., Miami FL 33134 mail code RRD/GO. The notice of cancellation shall not be effective unless it includes the Principal's name and "Master Account Number_____" written thereon.

Signed, sealed and dated this_____day of_____.

[ ]

Signature format in this section will vary depending on type of legal entity
(Corporation, Partnership, Joint Venture, Sole Proprietor)

[ ]

Corporate Seal

Surety_____

By_____
(Designated in attached Power of Attorney, If not Florida Resident, countersigned below.)

of SURETY

Notary Seal

(Surety)

(Continued on Sheet No. 9.441)

(Continued from Sheet No. 9.440)

NOTARY CERTIFICATE-SURETY SIGNATURE

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, and _____, ☐ who is (are) personally known to me or ☐ has (have) produced _____ as identification or by means of [] physical presence or [] online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____, _____, by _____.

_____
Notary Public, State of Florida

_____
Print Name of Notary Public

My Commission Expires: _____ Commission Number _____

Countersigned By: _____ _____
(Florida Resident Agent) (Florida Resident Agent's Address)

(_____) _____ _____, Florida,
(Florida Resident Agent's Phone Number)

CONTRACT SERVICE AGREEMENT FOR THE PROVISION OF SERVICE UNDER THE COMMERCIAL / INDUSTRIAL SERVICE RIDER

This Contract Service Agreement ("Agreement") is made and entered into as of _____ 20____, by and between_____, (hereinafter called in the "Customer") and Florida Power and Light, a Florida corporation (hereinafter called the "Company").

WITNESSETH:

WHEREAS, the Company is an electric utility operating under Chapter 366, Florida Statutes, subject to the jurisdiction of the Florida Public Service Commission or any successor agency thereto (hereinafter called the "Commission"); and

WHEREAS, the Customer is_____; and

WHEREAS, the Customer can receive electric service from the Company under tariff schedule_____at the following service location_____; and

WHEREAS, the present pricing available under the Company's rate schedule _____is sufficient economic justification for the Customer to decide not to take electric service from the Company for all or a part of Customer's needs; and

WHEREAS, the Customer has shown evidence and attested to its intention to not take electric service from the Company unless a pricing adjustment is made under the Company's Commercial / Industrial Service Rider ("CISR") tariff; and

WHEREAS, the Company has sufficient capacity to serve the Customer at the aforementioned service location for the foreseeable future and for at least the following_____months; and

WHEREAS, the Company is willing to make a pricing adjustment for the Customer in exchange for a commitment by the customer to continue to purchase electric energy exclusively from the Company at agreed upon service locations (for purposes of this Agreement, the "electric energy" may exclude certain electric service requirements served by the Customer's own generation as of the date of this Agreement);

NOW THEREFORE, in consideration of the mutual covenants expressed herein, the Company and Customer agree as follows:

1. **Rate Schedule(s)** – The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of the Company's tariff, rate schedule_____and CISR tariff, as currently approved by the Commission or as said tariff and rate schedule(s) may be modified in the future and approved by the Commission (except as described in Section 6 herein). The Customer agrees to abide by all applicable requirements of the tariff, rate schedule_____and CISR tariff, except to the extent specifically modified by this Agreement. Copies of the Company's currently approved rate schedule(s)_and CISR tariff are attached as Exhibit "A" and made a part hereof.

2. **Term of Agreement** – This Agreement shall remain in force for a term of_____months, as specified in Exhibit B to this Agreement.

3. **Modifications to Tariff and Rate Schedule** – See Exhibit "B" to this Agreement.

4. **Exclusivity Provision** – During the term hereof, the Customer agrees to purchase from the Company the Customer's entire requirements for electric capacity and energy for its facilities and equipment at the service location (s) described in Exhibit A to this Agreement. The "entire requirements for capacity and energy" may exclude certain electric service requirements served by the Customers own generation as of the date of this Agreement.

(Continued on Sheet No. 9.476)

(Continued from Sheet No. 9.475)

5. **Termination –** This Agreement shall remain in effect for the period defined in the Term of Agreement above. This Agreement may be terminated in the following manners:
   a. **Modification of Rate Schedule** – In the event that any provision of any applicable rate schedule(s) is amended or modified by the Commission in a manner that is material and adverse to one of the parties hereto, that party shall be entitled to terminate this Agreement, by written notice to the other party tendered no later than sixty (60) days after such amendment or modification becomes final and non-appealable.
   b. **Regulatory Review –** In the event of a determination by the Florida Public Service Commission that the entering into this Agreement was not prudent, this Agreement shall be considered terminated immediately upon such finding.
   c. **Inaccurate or Misleading Information –** For the purposes of this Agreement, in the event that it is determined that the Customer has provided inaccurate or misleading information to the Company, which the Company relied upon in entering into his Agreement, this Agreement shall be considered terminated immediately upon such a determination by the Company, and within thirty (30 days) the Customer shall remit to the Company the full amount of any discount already provided to the Customer below what the Customer would have otherwise paid under the standard applicable tariff identified in Exhibit B to this Agreement.
   d. **Minimum Load** – The Customer is required to maintain a minimum load of 2 MW in order to remain on the CISR. If the customer at any time ceases to be billed under a rate schedule specific to customers with demands of 2 MW or more, the customer will be deemed to no longer be eligible for the CISR and the Company may cancel the Agreement and immediately discontinue any negotiated discounts.

6. **Entire Agreement** – This Agreement supersedes all previous agreements and representations either written or oral heretofore made between the Company and the Customer with respect to the matters herein contained. This Agreement, when duly executed, constitutes the only agreement between the parties hereto relative to the matter herein described.
7. **Incorporation of Tariff** - This Agreement incorporates by reference the terms and conditions of the company's tariff, rate schedule _____and CISR tariff filed by the Company with, and approved by, the Commission, as amended from time to time. In the event of any conflict between this Agreement and such tariff or rate schedules (other than as set out in the CISR tariff), the terms and conditions of this agreement shall control.
8. **Notices** – All notices and other communications hereunder shall be in writing and shall be delivered by hand, by prepaid first class registered or certified mail, return receipt requested, by courier or by facsimile, addressed as follows:

If to the Company:

Florida Power and Light
700 Universe Blvd. CEA/ JB
Juno Beach FL 33408
Facsimile:
Attention:

With a copy to:

Florida Power and Light
700 Universe Blvd. CEA/ JB
Juno Beach FL 33408
Facsimile:
Attention:

If to the Customer:

_____
_____
_____
Facsimile:
Attention:

With a copy to:

_____
_____
_____
Facsimile:
Attention:

Except as otherwise expressly provided in this Agreement, all notices and other communications shall be determined effective upon receipt. Each party shall have the right to designate a different address for notices to it by notice similarly given.

(Continued on Sheet No. 9.477)

(Continued from Sheet No. 9.476)

9. **Assignment; No Third Party Beneficiaries** - This Agreement shall inure to the benefit of and shall bind the successors and assigns of the parties hereto. No assignment of any rights or delegation of any obligations hereunder shall have the effect of releasing the assigning party of any of its obligations hereunder, and the assigning party shall remain primarily liable and responsible therefore notwithstanding any such assignment or delegation. Nothing in this Agreement shall be construed to confer a benefit on any person not a signatory party hereto or such signatory party's successors and assigns.
10. **Waiver** – At its option, either party may waive any or all of the obligations of the other party contained in this Agreement, but waiver of any obligation or any breach of this Agreement by either party shall in no event constitute a waiver as to any other obligation or breach or any future breach, whether similar or dissimilar in nature, and no such waiver shall be binding unless signed in writing by the waiving party.
11. **Headlines** – The section and paragraph headings contained in the Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.
12. **Counterparts** – This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. **Dispute Resolution** – All disputes arising between the Customer and the Company under this Agreement shall be finally decided by the Commission in accordance with the applicable rules and procedures of the Commission.
14. **Governing Law** – This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
15. **Confidentiality** – The pricing levels and procedures described within this Agreement, as well as any information supplied by the Customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith is considered confidential, proprietary information of the parties. If requested, such information shall be made available for review by the Commission and its staff only and such review shall be made under the confidentiality rules of the Commission.

IN WITNESS WHEREOF, the Customer and the Company have executed this Agreement the day and year first written above.

Witnesses:

_____

_____

_____

by:_____

Its:_____

Attest:_____

Witnesses:

FLORIDA POWER ANDLIGHT

_____

_____

by:_____

Its:_____

Attest:_____

(Continued on Sheet No. 9.478)

(Continued from Sheet No.9.477)

Contract Service Agreement

Exhibit A

Customer Name and Service Location(s):

_____

_____

Applicable currently approved rate schedule(s) and CISR tariff_____(copies attached).

(Continued on Sheet No. 9.479)

(Continued from Sheet No. 9.478)

Contract Service Agreement

Exhibit B

Customer Name and Service Location(s):

_____

_____

(The otherwise applicable rates may be any of the following: GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT-3.)

A credit based on the percentages below will be applied to the base demand charges and base energy charges of the Customer's otherwise applicable rate schedule (as currently approved by the Commission or as said tariff and rate schedules may be modified in the future and approved by the Commission) associated with the Customer's Load:

Year___– % reduction in base demand and % reduction in base energy charges*

Year___– % reduction in base demand and % reduction in base energy charges*

Year___– % reduction in base demand and % reduction in base energy charges*

Year___– % reduction in base demand and % reduction in base energy charges*

Year___– % reduction in base demand and % reduction in base energy charges*

Year___–_ % reduction in base demand and _ % reduction in base energy charges*

(Additional years may be added in accordance with the CSA).

* All other charges including base charge and clause rates will also be based on theCustomer's otherwise applicable rate.

COMMERCIAL/INDUSTRIAL LOAD CONTROL
PROGRAM AGREEMENT

TO: FPL C/I LOAD MANAGEMENT
EMAIL: CILC@fpl.com

FROM: Name:_____ Date Sent:_____
Service Address:_____ Time Sent:_____
Account No.:_____
Fax No.: _____

REQUEST FOR APPROVAL TO:

☐ CONDUCT MAINTENANCE ON EQUIPMENT

☐ Generator ☐ Control Circuit Wiring

☐ Switch Gear ☐ Other

FROM (Date/Time) TO (Date/Time)

☐ CHANGE CONTINUITY OF SERVICE PROVISION FROM "NO" TO "YES" (COSP)

☐ CHANGE CONTINUITY OF SERVICE PROVISION FROM "YES" TO "NO" (COSP)

_____ _____ _____
Customer's Signature Date Time

APPROVALS:

FPL C/I Load Management _____ _____ _____
Date Time

FPL TOP _____ _____ _____
Date Time

TO: _____ _____ _____
Customer Name Date Time

FPL APPROVAL TO CHANGE:

☐ YES

☐ NO Remarks: _____

_____

_____

_____ _____ _____
FPL C/I Load Management Authorization Date Time

COMMERCIAL/INDUSTRIAL LOAD CONTROL PROGRAM AGREEMENT

This Agreement is made this_____day of_____, _____, by and between _____ (hereinafter called the "Customer"), located at_____in_____, Florida, and FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida (hereinafter called the "Company"). This agreement is available and applicable only for customers who, as of March 19, 1996, were either taking service under the CILC Schedule or had fully executed copies of an earlier approved version of this agreement.

WITNESSETH

For and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of the Company's Commercial/Industrial Load Control Program Schedule CILC-1 ("Schedule CILC-1") as currently approved or as may be modified from time to time by the Florida Public Service Commission ("Commission"). The Customer understands and agrees that, whenever reference is made in this Agreement to Schedule CILC-1, both parties intend to refer to Schedule CILC-1 as it may be modified from time to time. A copy of the Company's presently approved Schedule CILC-1 is attached hereto as Exhibit A and is hereby made an integral part of this Agreement.

2. Service under Schedule CILC-1 shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination. Should the Customer terminate service or be removed by the Company and later desire to resume service under Schedule CILC- 1, the Customer must provide five (5) years' written notice prior to resuming service under Schedule CILC-1.

3. Service under Schedule CILC-1 will be subject to determinations made under Commission Rules 25-17.0021(4), F.A.C. Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Service -Terms and Conditions, or any other Commission determination(s).

4. The Customer agrees either (i) to not exceed a usage level of_____kw ("Firm Demand") during the periods when the Company is controlling the Customer's service, or (ii) to provide a load reduction of_____kw ("Controllable Demand") during periods when the Company is controlling the Customer's service. If the Customer chooses to operate backup generation equipment in parallel with FPL, the Customer shall enter into an interconnection agreement with the Company prior to operating such equipment in parallel with the Company's electrical system. The "Firm Demand" level (as applicable) shall not be exceeded during periods when the Company is controlling load; nor shall the "Controllable Demand" level (as applicable) be reduced during periods when the Company has requested that the Customer operate its equipment to meet the "Controllable Demand" level. Upon mutual agreement of the Company and the Customer, the Customer's "Firm Demand" or "Controllable Demand" may be subsequently raised or lowered, so long as the change in the "Firm Demand" or "Controllable Demand" level is not a result of a transfer of load from the controllable portion of the Customer's load. The Customer shall notify the Company, in writing, at least ninety (90) days prior to either adding firm load, or reducing or removing any of the Customer's backup generation equipment.

(Continued on Sheet No. 9.491)

(Continued from Sheet No. 9.490)

5. Prior to the Customer's receipt of service under Schedule CILC-1, the Customer must provide the Company access at any reasonable time to inspect any and all of the Customer's load control equipment and/or backup generation equipment, and must also have received approval from the Company that the load control equipment is satisfactory to effect control of the Customer's load, and/or the backup generation equipment is satisfactory to contribute to the Controllable Demand level. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation, maintenance and repair of the load control and/or backup generation equipment. It is expressly understood that the initial approval and later inspections by the Company are not for the purpose of, and the Customer is not to rely upon any such inspection(s) for, determining whether the load control and/or backup generation equipment has been adequately maintained or is in compliance with any applicable electrical code standards or legal requirements.

6. The Customer agrees to be responsible for the determination that all electrical equipment to be controlled and/or backed up is in good repair and working condition. The Company shall not be responsible for the repair, maintenance or replacement of the Customer’s equipment.

7. Within two (2) years of this Agreement, the Customer agrees (i) to perform the necessary changes to allow control of a portion of the Customer's load and/or (ii) to install or have in place backup generation equipment to contribute to the Controllable Demand level. Schedule CILC-1 cannot apply earlier than this date unless the Company so agrees. Should the Customer fail to complete the above work by the above-specified date, or should the Customer fail to begin taking service under Schedule CILC-1 during that year, this Agreement shall become null and void unless otherwise agreed by the Company.

8. Upon completion of the installation of the load control equipment and/or any necessary backup generation equipment, a test of this equipment will be conducted between the hours of 7 a.m. and 6 p.m. Monday through Friday, excluding holidays. Notice of the test shall be provided to the Company at least five (5) business days in advance of the date of the test, and the Company shall be afforded the opportunity to witness the test. The test of the load control equipment will consist of a period of load control of not less than one hour. Effective upon the completion of the testing of the load control equipment and/or the backup generation equipment, the Customer will agree (as applicable) to either a "Firm Demand" or a "Controllable Demand". Service under Schedule CILC-1 cannot commence prior to the installation of load control equipment or any necessary backup generation equipment and the successful completion of the test.

9. In order to minimize the frequency and duration of interruptions under the CILC Program, the Company will attempt to obtain reasonably available additional capacity and/or energy under the Continuity of Service Provision in Schedule CILC-1. The Customer elects/does not elect to continue taking service under the Continuity of Service Provision. Service will be provided only if capacity and/or energy can be obtained by the Company and can be transmitted and distributed to non-firm Customers without any impairment of the Company's system or service to firm Customers. The Company shall not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur in the event (a) Company is unable to obtain reasonably available additional capacity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested, or (b) the Customer does not elect to continue taking service under the Continuity of Service Provision. The Customer may countermand the election specified above by providing written notice to the Company pursuant to the guidelines set forth in Schedule CILC-1. The Company's obligations under this Section 9 are subject to the terms and conditions specifically set forth in Schedule CILC-1.

(Continued on Sheet No. 9.492)

(Continued from Sheet No. 9.491)

10. The Company may terminate this Agreement at any time if the Customer's load control equipment fails to permit the Company to effect control of the Customer's load, and/or if the Customer's equipment fails to meet the Controllable Demand level. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the failure or malfunction of the Customer's load control equipment and/or backup generation equipment. The Company may then terminate this Agreement at the end of the 90-day notice period unless the Customer takes measures necessary to remedy, to the Company's satisfaction, the deficiencies in the load control equipment and/or the backup generation equipment. Notwithstanding the foregoing, if at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under the Schedule CILC-1, to bill the Customer under the otherwise applicable firm service rate schedule and to apply the rebilling and penalty provisions enumerated under "Charges for Early Termination" in Schedule CILC-1.

11. The Customer agrees that the Company will not be liable for any damages or injuries including, but not limited to, loss of revenues or production, that may occur as a result of control of electric service pursuant to the terms of Schedule CILC-1 by remote control or otherwise, and/or installation, operation or maintenance of the Customer's generation equipment to meet the Controllable Demand level.

12. This Agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained.

13. This Agreement may not be assigned by the Customer without the prior written consent of the Company. The Customer shall, at a minimum, provide to the Company a copy of the articles of incorporation or partnership agreement of the proposed assignee, and a copy of such assignee's most recent annual report at the time an assignment is requested.

14. This Agreement is subject to the Company's "General Rules and Regulations for Electric Service" and the Rules of the Commission.

IN WITNESS WHEREOF, the Customer and the Company have caused this Agreement to be duly executed as of the day and year first above written.

CUSTOMER (private)

Company:_____

Signed:_____

Name:_____

Title:_____

FLORIDA POWER & LIGHT COMPANY

Signed:_____

Name:_____

Title:_____

CUSTOMER (public)

Governmental Entity:_____

Signed:_____

Name:_____

Title:_____

Attest:_____

By:_____
Clerk/Deputy Clerk

COMMERCIAL/INDUSTRIAL DEMAND REDUCTION RIDER
CUSTOMER REQUEST FOR APPROVAL

TO: FPL C/I LOAD MANAGEMENT
EMAIL: CILC@fpl.com

FROM: Name: _____ Date Sent : _____
Service Address: __ _ _____ _ _____ _ __ Time Sent: _____
Account No.: _____
Fax No.: _____

REQUEST FOR APPROVAL TO:

☐ CONDUCT MAINTENANCE ON EQUIPMENT

☐ Generator ☐ Control Circuit Wiring

☐ Switch Gear ☐ Other

FROM_____ TO _____
(Date/Time) (Date/Time)

☐ CHANGE CONTINUITY OF SERVICE PROVISION FROM "NO" TO "YES" (COSP)

☐ CHANGE CONTINUITY OF SERVICE PROVISION FROM "YES" TO "NO" (COSP)

Customer's Signature Date Time

APPROVALS:
FPL C/I Load Management
Date Time

FPL TOP
Date Time

TO:
~~Customer Name~~ Date _____ Time _____

FPL APPROVAL TO CHANGE:

☐ YES

☐ NO Remarks: _____

FPL C/I Load Management Authorization Date_____ Time_____

COMMERCIAL/INDUSTRIAL DEMAND REDUCTION RIDER AGREEMENT

This Agreement is made this_____day of_____, _____, by and between _____(hereinafter called the "Customer"), located at_____ _____in_____, Florida, and FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida (hereinafter called the "Company").

WITNESSETH

For and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of the Company's Commercial Industrial Demand Reduction Rider ("Rider CDR") as currently approved or as may be modified from time to time by the Florida Public Service Commission ("Commission"). The Customer understands and agrees that, whenever reference is made in this Agreement to Rider CDR, both parties intend to refer to Rider CDR as it may be modified from time to time. A copy of the Company's presently approved Rider CDR is attached hereto as Exhibit A, and Rider CDR is hereby made an integral part of this Agreement.

2. Service under Rider CDR shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination.

3. Service under Rider CDR will be subject to determinations made under Commission Rules 25-17.0021(4), F.A.C. Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Service -Terms and Conditions, or any other Commission determination(s).

4. The Customer agrees to not exceed a usage level of_____kW ("Firm Demand") during the periodswhen the Company is controlling the Customer's service. If the Customer chooses to operate backup generation equipment in parallel with FPL, the Customer shall enter into an interconnection agreement with the Company prior to operating such equipment in parallel with the Company's electrical system. The "Firm Demand" level (as applicable) shall not be exceeded during periods when the Company is controlling load. Upon mutual agreement of the Company and the Customer, the Customer's "Firm Demand" may be subsequently raised or lowered, so long as the change in the " Firm Demand" level is not a result of a transfer of load from the controllable portion of the Customer's load. The Customer shall notify the Company, in writing, at least ninety (90) days prior to adding firm load.

5. Prior to the Customer's receipt of service under Rider CDR, the Customer must provide the Company access at any reasonable time to inspect any and all of the Customer's load control equipment and/or backup generation equipment, and must also have received approval from the Company that the load control equipment and/or backup generation equipment is satisfactory to effect control of the Customer's load. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation, maintenance and repair of the load control equipment and/or backup generation equipment. It is expressly understood that the initial approval and later inspections by the Company are not for the purpose of, and the Customer is not to rely upon any such inspection(s) for, determining whether the load control equipment and/or backup generation equipment has been adequately maintained or is in compliance with any applicable electrical code standards or legal requirements.

(Continued on Sheet No.9.496)

(Continued from Sheet No. 9.495)

6. The Customer agrees to be responsible for the determination that all electrical equipment to be controlled and/or backed up is in good repair and working condition. The Company shall not be responsible for the repair, maintenance or replacement of the Customer's equipment.

7. Within two (2) years of this Agreement, the Customer agrees to (i) perform the necessary changes to allow control of a portion of the Customer's load and/or (ii) install or have in place backup generation equipment to contribute to the demand reduction level. Should the Customer fail to complete the above work by the above-specified date, or should the Customer fail to begin taking service under Rider CDR during that year, this Agreement shall become null and void unless otherwise agreed by the Company.

8. Upon completion of the installation of the load control equipment and/or backup generation equipment, a test of this equipment will be conducted at a mutually agreeable time and date. This time and date shall typically be within the Controllable Rating Period unless otherwise agreed by the Company. Notice of the test shall be provided to the Company at least five (5) business days in advance of the date of the test, and the Company shall be afforded the opportunity to witness the test. The test of the load control equipment will consist of a period of load control of not less than one hour. Effective upon the completion of the testing of the load control equipment and/or backup generation equipment, the Customer will agree to a "Firm Demand". Service under Rider CDR cannot commence prior to the installation of load control equipment or any necessary backup generation equipment and the successful completion of the test.

9. In order to minimize the frequency and duration of interruptions under the Commercial Industrial Demand Reduction Rider, the Company will attempt to obtain reasonably available additional capacity and/or energy under the Continuity of Service Provision in Rider CDR. The Customer elects/does not elect to continue taking service under the Continuity of Service Provision. Service will be provided only if capacity and/or energy can be obtained by the Company and can be transmitted and distributed to non- firm Customers without any impairment of the Company's system or service to firm Customers. The Company shall not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur in the event (a) Company is unable to obtain reasonably available additional capacity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested, or (b) the Customer does not elect to continue taking service under the Continuity of Service Provision. The Customer may countermand the election specified above by providing written notice to the Company pursuant to the guidelines set forth in Rider CDR. The Company's obligations under this Section 9 are subject to the terms and conditions specifically set forth in Rider CDR.

The Company may terminate this Agreement at any time if the Customer's load control equipment and/or backup generation equipment fails to permit the Company to effect control of the Customer's load. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the failure or malfunction of the Customer's load control equipment and/or backup generation equipment. The Company may then terminate this Agreement at the end of the 90-day notice period unless the Customer takes measures necessary to remedy, to the Company's satisfaction, the deficiencies in the load control equipment and/or backup generation equipment. Notwithstanding the foregoing, if at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly credit under Rider CDR, bill the Customer under the otherwise applicable firm service rate schedule, and may apply the rebilling and penalty provisions enumerated under "Charges for Early Termination" in Rider CDR.

10. The Customer agrees that the Company will not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur as a result of control of electric service pursuant to the terms of Rider CDR by remote control or otherwise, and/or installation, operation or maintenance of the Customer’s generation equipment to meet the Firm Demand level.

11. This Agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained.

12. This Agreement may not be assigned by the Customer without the prior written consent of the Company. The Customer shall, at a minimum, provide to the Company a copy of the articles of incorporation or partnership agreement of the proposed assignee, and a copy of such assignee's most recent annual report at the time an assignment is requested.

13. This Agreement is subject to the Company's "General Rules and Regulations for Electric Service" and the Rules of the Commission.

(Continued on Sheet No. 9.497)

(Continued from Sheet No. 9.496)

IN WITNESS WHEREOF, the Customer and the Company have caused this Agreement to be duly executed as of the day and year first above written.

CUSTOMER (private)

Company:_____

Signed:_____

Name:_____

Title:_____

FLORIDA POWER & LIGHT COMPANY

Signed: _____

Name:_____

Title:_____

CUSTOMER (public)

Governmental Entity:_____

Signed:_____

Name:_____

Title:_____

Attest:

Signed:_____

By:_____
Clerk/Deputy Clerk

FPL RESIDENTIAL CONSERVATION SERVICE
RECEIPT OF SERVICES

_____
FPL Account Number

Customer Name: _____ Customer Address: _____

City: _____ State: _____ Zip Code: _____

I hereby acknowledge receipt from Florida Power & Light Company (FPL) of the following services:

1. An energy audit inspection of the building shell, and the space heating/cooling and water heating equipment of my residence at the address I have given above. This energy audit inspection was made

   on_____by FPL energy auditor_____and covered the following conservation measures applicable to my residence (check all applicable):

O Caulking	O Floor Insulation	O Solar Domestic Water Heating
O Weatherstripping	O Duct Insulation	O Window Heat Gain Retardants
O Furnace Efficiency Modification	O Water Heater Insulation	O Replacement solar swimming pool heater
O Replacement Central Air Conditioner	O Storm Windows	O Waste Heat Recovery Water Heating
O Ceiling Insulation	O Heat absorbing/reflective window/door material	O _____
O Wall Insulation	O Load Management Devices	O _____
	O Clock Thermostats	O

The FPL energy auditor has explained to me why any of the above conservation measures not checked are not applicable to my residence.

2. A written audit report of the applicable energy conservation measures (checked above), the estimated cost of each measure, (based upon typical local prices for materials and installation), and the estimated energy savings from installing each measure (based upon FPL's currently effective tariff). This written audit report, a copy of which is attached, was provided to me at my residence by the FPL energy auditor at the conclusion of the energy audit inspection, and has been explained to me fully.

3. An information package containing a list of no cost/low cost conservation practices which are applicable to my residence.

In consideration of the above energy audit investigation, audit report, and information package, I understand and agree that a $15.00 SERVICE FEE will be added to my FPL electric service bill. I further understand and agree to the following:
The procedures used to make the estimates of energy savings are consistent with Department of Energy criteria for residential energy audits. However, the actual installation costs incurred and energy savings realized from installing these measures may be different from the estimates contained in the audit report. Although the estimates are based on measurements of the house, they are also based on assumptions which may not be totally correct for the household. Further, the total energy cost savings from the installation of more than one program measure may be less than the sum of energy cost savings of each measure installed individually.

FPL accepts no responsibility for the quality of the workmanship or installation of any conservation measures it recommends nor for any consequential or incidental damages resulting from defects therein, and does not guarantee that such measures, even if free from defects and properly installed, will result in the energy savings estimated in the attached audit report.

Signed:_____
Customer Date

FPL ACCOUNT No. _____

FPL PREMISE No. _____

AGREEMENT FOR CURTAILABLE SERVICE

This Agreement is made this _____ day of _____, _____, by and between _____ (hereinafter called the "Customer"), located at _____ in _____, Florida and Florida Power & Light Company, a corporation, organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH

That for and in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. The Company shall provide electric service pursuant to Rate Schedule _____, marked Exhibit "A", which is made a part of this Agreement and attached hereto. If the Customer's Demand is insufficient to qualify for said rate it is hereby agreed that the Customer shall pay monthly the Base Charge, Demand Charge for the minimum demand or the currently effective demand, whichever is larger, and the Energy Charge but never less than the minimum charge provided for on Exhibit "A".

2. That the Customer agrees to curtail Demand by 200 kW or more upon request of the Company.

3. That the Customer agrees to curtail to a maximum demand of _____ kW during the curtailment periods specified by the Company.

4. That the monthly curtailment credit shall be based on the difference between the Customer's monthly billing demand and the maximum demand specified in paragraph 3. The Customer has the option to revise the contracted maximum demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Terminations of the Rate Schedule marked Exhibit "A", a change to the maximum demand specified in paragraph 3 may be made provided that the revision does not decrease the total amount of Non-Firm Demand determined pursuant to the Rate Schedule marked Exhibit "A", during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under the Rate Schedule marked Exhibit "A".

5. That in the event the Customer fails at any time for any reason to curtail to the demand specified in paragraph 3, the Company shall recover from the Customer all excess curtailment credits issued in the preceding 36 months, or since the last curtailment whichever is less, and shall also recover a penalty charge in accordance with the Rate Schedule marked Exhibit "A".

6. That all terms and conditions of the Rate Schedule marked Exhibit "A", which is attached to and made a part of this Agreement, or its successive rate schedule which may be approved from time to time by the Florida Public Service Commission, shall apply to the Customer. In the event any of these terms and conditions are not met, the Customer will be placed on an appropriate non-curtailable service rate for a period no less than the term of service of that rate.

7. That failure or delay by either party in exercising any rights or remedies provided herein or by law, shall not be deemed to constitute waiver of any of the provisions hereof.

8. That this Agreement supersedes all previous agreements or representations, either written, verbal, or otherwise between the Customer and the Company, with respect to the matters contained herein and constitutes the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

_____	**FLORIDA POWER & LIGHT COMPANY**
Customer (Print or type name of Organization)	
_____	_____
Signature (Authorized Representative)	(Signature)
_____	_____
(Print or type name)	(Print or type name)
Title: _____	Title: _____

CURTAILABLE CUSTOMER REQUEST FOR APPROVAL

TO: FPL C/I LOAD MANAGEMENT
FAX: (305) 552-2482

FROM: Name: _____ Date Sent: _____
Service Address: _____ Time Sent: _____
Account No.: _____
Fax No.: _____

REQUEST FOR APPROVAL TO:

☐ CONDUCT MAINTENANCE ON EQUIPMENT

☐ Generator ☐ Control Circuit Wiring

☐ Switch Gear ☐ Other

FROM _____ TO _____
(Date/Time) (Date/Time)

_____ _____ _____
Customer's Signature Date Time

APPROVALS:

FPL C/I Load Management _____
Date_____Time_____

FPL TOP _____
Date_____Time_____

TO: _____
Customer Name Date_____ Time_____

FPL APPROVAL TO CHANGE:

☐ YES

☐ NO Remarks: _____
_____
_____

_____ _____ _____
PL C/I Load Management Authorization Date Time

AGREEMENT FOR GENERAL DEMAND SERVICE

This Agreement, made this _____ day of _____ , _____, by and between

_____(hereinafter called the Customer) located at _____in _____ , Florida and Florida Power & Light Company, a corporation, organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH

That for and in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. The Company shall provide electric service pursuant to Rate Schedule_____marked Exhibit "A" which is made a part of this Agreement although the provisions for certain levels of demand usage are not met.

2. That the Customer agrees to pay monthly the Base Charge, Demand Charge for the minimum demand or the currently effective demand, whichever is larger, and the Energy Charge but never less than the minimum charge as provided for on Exhibit "A".

3. That in the event the Customer's level of demand in any billing period qualifies the Customer for service under provisions of the Rate Schedule marked Exhibit "A" then provisions of paragraph 2 are waived for the next eleven months. However, other provisions of this Agreement will remain in effect.

4. That in the event the Customer's level of demand in any billing period requires the Customer to be served under another rate schedule, this Agreement shall be null and void and service shall be rendered under the appropriate rate starting in the month in which the higher level of demand occurs.

5. At the time of expiration of the term of service provided in Exhibit "A", this Agreement may be terminated by either the Customer or the Company by providing written notice to the other party.

6. That all terms and conditions of the Rate Schedule marked Exhibit "A" which is attached to and made a part of this Agreement, or its successive rate schedule which may be approved from time to time by the Florida Public Service Commission, shall apply to the Customer.

7. That this Agreement supersedes all previous agreements or representations, either written, verbal, or otherwise between the Customer and the Company, with respect to the matters contained herein and constitutes the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

_____
Customer (Print or type name of Organization)

By:_____
Signature (Authorized Representative)

_____
(Print or type name)

Title:_____

FLORIDA POWER & LIGHT COMPANY

By:_____
(Signature)

_____
(Print or type name)

Title: _____

Condominium Exemption from Individual Electric Metering - Attestation of Compliance

Condominium Name _____ Condominium Address _____
Name as shown on FPL Account _____ FPL Account. No. _____

The Florida Public Service Commission provides through Florida Administrative Code (F.A.C.) Rule 25-6.049 that condominium buildings operating in a manner similar to hotels and motels can qualify for an exemption from the individual electric metering requirement for resort condominiums only if the following criteria are met:

1. The Declaration of Condominium requires that at least 95% of the units are used solely for overnight occupancy(a short term such as per day or per week where permanent residency is not established);
2. A registration desk, lobby and central telephone switchboard are maintained; and
3. A record is kept for each unit showing each check-in and check-out date for the unit and the name(s) of the individual(s) registered to occupy the unit between each check-in and check-out date.

Furthermore, an attestation must be provided initially by the owner or developer of the condominium named above, or the condominium association of the condominium named above, or the customer in the FPL account named above ("the Customer"), and by the Customer annually thereafter, that the above criteria have been met, and that any cost of future conversion to individual metering, if required, shall be borne by the Customer. These costs shall include, but not be limited to, any remaining undepreciated cost of any existing distribution equipment which is removed or transferred to the ownership of the customer, plus the cost of removal or relocation of any distribution equipment, less the salvage value of any removed equipment.

After the initial qualification for exemption, this attestation must be provided to FPL annually by the Annual Attestation Date for Compliance assigned by FPL. Upon request and reasonable notice, FPL shall be allowed to inspect the condominium to collect evidence needed to determine whether the condominium is in compliance with F.A.C. Rule 25-6.049. If the criteria above are not met, then FPL shall not provide master-metered service to the condominium. The Customer shall notify FPL within 10 days if, at any time, the condominium ceases to meet the requirements in F.A.C. Rule 25-6.049.

If a condominium is master metered under the exemption in F.A.C. Rule 25-6.049 and subsequently fails to meet the criteria above, or the Customer fails to make the annual attestation required by F.A.C. Rule 25-6.049, then FPL shall promptly notify the Customer that the condominium is no longer eligible for master-metered service. If the Customer does not respond with clear evidence to the contrary within 30 days of receiving the notice, the Customer shall individually meter the condominium units within six months following the date on the notice. During this six month period, FPL shall not discontinue service based on failure to comply with F.A.C. Rule 25-6.049. Thereafter, the provisions of Rule 25-6.105 apply.

Accordingly, the undersigned declares: the above named Condominium meets all of the aforementioned requirements; I am authorized to sign on behalf of the Customer; and under penalties of perjury, I declare that I have read the foregoing Condominium Exemption from Individual Electric Metering - Attestation of Compliance and the facts stated in it are true.

For the Customer:

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

Date:_____

Accepted For Florida Power & Light Company

By: _____
(print or type)

Date:_____

Please mail this completed form to:
FPL – Master Metering Department
P. O. Box 2851
Daytona Beach, FL 32120

ECONOMIC DEVELOPMENT RIDER

Service Agreement

- **New Establishment**
- **Existing Establishment with an Expanded Load**

CHECK TYPE OF BUSINESS:

EDR

- ☐ New Establishment
- ☐ Expanding Existing Establishment

Large EDR

- ☐ New Establishment
- ☐ Expanding Existing Establishment

_____
CUSTOMER NAME

_____
ADDRESS

The Customer hereto agrees as follows:

1. To create_____full-time jobs.
2. That the quantity of new or expanded load shall be between _____kW and _____kW of Demand. The Customer's existing load at the location, if applicable, is _____kW.
3. The Customer's anticipated operations or activities fall within the following target industry: _____ _____.
4. In anticipation of receiving delivery of electric service on or about_____, to satisfy its full-time jobs and load commitments within twenty-four months of that date.
5. That service under this Rider shall begin when the Customer has satisfied its minimum load commitments. The term of the rider shall be for a period of sixty months.
6. To achieve the load commitments in section 2, above, at least once per year during the term of this Rider.
7. In case of early termination, Florida Power & Light will require the Customer to pay the difference between the otherwise applicable rate and the payments made for the 12 months preceding termination.
8. To provide verification that the availability for this Rider is a significant factor in the Customer's location/expansion decision.
9. If a change in ownership occurs after the Customer contracts for service under this Rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider EDR and continue the schedule of credits.

Signed:_____ Accepted by: _____
FLORIDA POWER & LIGHT COMPANY

Title:_____ Date:_____

Date:_____

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement is made this_____day of_____, _____, by and between_____
(hereinafter called the "Customer"), located at _____ in _____
and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as _____located in _____, Florida.
(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall pay FPL a Contribution in Aid of Construction of $_____(the total Contribution) to cover the differential cost between an underground and an overhead system. This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.

2. That a credit of $_____shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as also shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be $_____.

3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.

4. That the Contribution provides for___/____volt,_____phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.

5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

   If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.

   Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.

   a) The Customer shall furnish FPL a copy of the deed or other suitable document which contains a full legal description and exact name of the legal owner to be used when an easement is prepared, as required by FPL.

   b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.

(Continued on Sheet No. 9.701)

(Continued from Sheet No. 9.700)

c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the Customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, at no cost to FPL, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.

7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:

a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,

b) A construction schedule,

c) An estimate of when electric service will be required, and

d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plats provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.

8. Prior to FPL construction pursuant to this agreement, the Customer shall:

a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving, and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.

b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.

c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.

d) Provide sufficient and timely advance notice (_____days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.

(Continued on Sheet No. 9.702)

(Continued from Sheet No. 9.701)

e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.

f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies;

g) Provide a meter enclosure and downpipe which meet all applicable codes and FPL specifications and which will accommodate FPL's service cable size and design. These items must be confirmed with FPL prior to purchase. FPL will not be responsible for costs involved in modifying or replacing items which do not meet the above criteria.

9. FPL shall:

a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.

b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.

c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.

10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.

11. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:

_____
For FPL (Date)

Accepted:

_____
Customer (Date)

_____
Witness (Date)

_____
Witness (Date)

UNDERGROUND ROAD/PAVEMENT CROSSING AGREEMENT

This Agreement, made this_____day of_____, _____, by and between _____(hereinafter called the Customer) and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WHEREAS the Customer has requested the pre-approval of the location and installation of underground distribution facilities to be located under a dedicated roadbed described as follows:

_____

Project Name_____Phase

WITNESSETH

That, for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall:

a) Install conduit and cable markers provided by FPL in accordance with the instructions and specifications attached to this Agreement,

b) provide reasonable notification of the conduit installation date and allow FPL to inspect the conduit installation prior to backfilling the trench created for the underground distribution facility,

c) at the request of FPL, correct any discrepancies found in the installation that are inconsistent with the instructions and specifications attached to this Agreement, or pay FPL the associated cost to correct the installation, and

d) provide survey control points for FPL to stake the road/pavement crossing.

2. FPL shall:

a) provide instructions and specifications for the installation of FPL-provided conduit,

b) provide conduit and cable markers to the Customer for the installation of underground facilities at the specified road/pavement crossing,

c) provide staking for the Customer at the specified road/pavement crossing,

d) inspect the underground distribution facilities prior to the backfilling of the trench to insure proper installation of said facilities, and

e) apply a credit in the amount of $_____in the event that the Customer has made or has agreed to make a contribution in aid of construction for other underground distribution facilities associated with this Agreement .

3. This agreement is subject to FPL's General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission.

IN WITNESS WHEREOF the parties hereto have caused the Agreement to be duly executed to be effective as of the day and year first written above:

APPLICANT:	**FPL:**
SIGNED_____	SIGNED_____
NAME_____	NAME_____
TITLE_____	TITLE _____

UNDERGROUND FACILITIES CONVERSION AGREEMENT

This Agreement is made and entered into this_____day of_____, _____20_____, by and between_____("Applicant"), with an address of and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the "Conversion"):

_____

_____

_____

_____

_____

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Avoided Storm Restoration Cost ("ASRC") Eligibility Criteria.** The Applicant represents and warrants that it meets, and is capable and willing to enforce, the applicable eligibility criteria for the Conversion.

2. **Contribution-in-Aid-of-Construction (CIAC).** The Applicant shall pay FPL a CIAC as required by FPL's Electric Tariff and Section 25-6.115 of the Florida Administrative Code.

   i. CIAC (excluding ASRC) $_____

   ii. ASRC $ _____

   iii. **CIAC Due** $ _____

   In the event the actual cost of the Conversion (excluding ASRC) exceeds the estimate, the CIAC (excluding ASRC) shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the CIAC (excluding ASRC) identified above. The ASRC shall also be adjusted accordingly and the Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL's construction standards and FPL will own and maintain the completed facilities. The Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.

4. **Compliance with Tariff.** The Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL's Electric Tariff.

(Continued on Sheet No. 9.721)

(Continued from Sheet No. 9.720)

5. **Timing of Conversion.** Upon compliance by the Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.

6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.

7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.

8. **ASRC Repayment.** If the Applicant does not satisfy the relevant eligibility criteria, the Applicant shall repay the ASRC within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Applicant shall repay FPL a pro-rata share of the ASRC. The pro-rata share (which shall reflect partial years) shall be determined as follows:

   ASRC * [(30 – years since the Underground Facilities completion date) / 30]

   Non-governmental-Applicants shall provide, at the time of execution of this Agreement, either a surety bond or irrevocable bank letter of credit (the "Security Instrument") in a form acceptable to FPL evidencing ability to repay the ASRC. This Security Instrument shall remain in effect until such time as all customers within the Conversion Area are converted. The Applicant may provide either an amended or replacement Security Instrument in a form acceptable to FPL at any time to reflect the pro-rata adjustments to the ASRC amount. If, upon notice of cancellation or prior to expiration of the Security Instrument, a replacement Security Instrument in a form acceptable to FPL is not provided by the Applicant to FPL, FPL will require the third party issuing the Security Instrument to pay the full balance due in accordance with this Agreement in cash.

9. **Termination Prior to the Conversion Completion.** Failure by the Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Applicant will be refunded to the Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.

10. **Assignment.** The Applicant shall not assign this Agreement without the written consent of FPL.

11. **Adoption and Recording.** This Agreement shall be adopted by the Applicant and maintained in the official records of the Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.

12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Applicant and FPL, the terms of this Agreement shall control.

(Continued on Sheet No. 9.722)

13. **Applicability.** This subpart applies to requests for underground facilities addressing the conversion of existing overhead facilities. In order for the Company to take action pursuant to a request for conversion:
    a. the conversion area must be at least two contiguous city blocks or 1,000 feet in length;
    b. all electric services associated with the existing overhead primary lines must be part of the conversion;
    c. all overhead distribution facilities (hardened & non-hardened) associated with the fused overhead lines within the scope of the project must be part of the conversion;
    d. all other existing overhead utility facilities (e.g. telephone, CATV, etc.) must also be converted to underground facilities.

IN WITNESS WHEREOF, FPL and the Applicant have executed this Agreement on the date first set forth above.

APPLICANT

Signed_____

Name_____

Title _____

Signed_____

Name_____

Title_____

Approved as to Terms and Conditions (if required by Applicant)

Signed_____

Name_____

Title _____

Approved as to Form and Legal Sufficiency (if required by Applicant)

Signed_____

Name_____

Title _____

FPL

Signed_____

Name_____

Title _____

Long-Term Rental Agreement for Distribution Substation Facilities

This Agreement is made this_____day of_____, _____, by and between_____(hereinafter called the "Customer"), located at_____in_____, Florida, and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called the "Company").

WITNESSETH:

WHEREAS, the Customer has requested to rent from the Company certain distribution substation facilities consisting in summary of _____

_____

hereinafter collectively called the "Facilities") located at _____ for the purpose of_____and

WHEREAS, the Company is willing to rent such Facilities upon the terms and conditions specified herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. In order to be eligible for service under this Agreement, the Customer agrees to rent distribution substation facilities from the Company. If a Customer is currently renting distribution substation facilities under a Facilities Rental Agreement (Tariff Sheet Nos. 9.750 and 9.751), the Customer may enter into this Agreement for the rental of distribution substation facilities, but not for other distribution facilities.

2. The Company will make the Facilities available to Customer on terms consistent with this Agreement, provided, the Company will continue to own, operate and maintain the Facilities.

3. As consideration for making the Facilities available to Customer, Customer shall pay to the Company a monthly rental charge calculated by multiplying the in-place value of the Facilities, as determined pursuant to Paragraphs 4 and 5 of this Agreement, by the applicable Monthly Rental Factor set forth in Tariff Sheet No. 10.015 (Appendix A), attached hereto and made a part of this Agreement, or any successor or substitute schedule which may become effective by filing with or otherwise approved by the Florida Public Service Commission (hereinafter called the "Commission"). Based on the in-place value of the Facilities and the Monthly Rental Factor in effect at the initiation of this Agreement, the monthly charge for the rental of Distribution Substation Facilities to be paid by Customer to the Company is $_____. This monthly rental charge may change from time to time upon modification of either or both the Monthly Rental Factor set forth on Appendix A (or any successor or substitute schedule) or the in-place value of the Facilities in accordance with Paragraph 5.

(Continued on Sheet No.9.731)

(Continued from Sheet No. 9.730)

4. The in-place value of the Facilities is $_____. This initial in-place value of the Facilities is based upon the agreed replacement cost of the Facilities as set forth on Appendix B, which is attached to and made a part of this Agreement. Regardless of the initial in-place value of the Facilities shown on Appendix B, the in-place value of the Facilities may change consistent with the terms and conditions of Paragraph 5.

5. Changes in the in-place value of the Facilities shall alter the monthly rental charges set forth in Paragraph 3 and such changes shall be utilized in the calculation of any applicable Termination Fee as specified in Paragraph 6; however, changes in the in-place value of the Facilities shall not otherwise alter the terms of this Agreement. Changes in the in-place value of the Facilities shall be made as follows and shall be memorialized on a revised Appendix B:

   a. When mutually agreed, additional facilities (hereinafter called "Additional Facilities") may be installed and the in-place value set forth in Paragraph 4 shall be increased by the installed cost of such Additional Facilities.

   b. When mutually agreed, a portion of the Facilities or Additional Facilities may be removed and the in-place value set forth in Paragraph 4 shall be adjusted to reflect such changes. The Company may require a contribution by the Customer to compensate for the undepreciated portion of the Facilities or Additional Facilities to be removed, less salvage, plus removal costs.

   c. When requested by the Customer, and when mutually agreed, the Facilities or Additional Facilities may be modified by the Company. In the event of such a modification, the in-place value set forth in Paragraph 4 will be adjusted in accordance with the procedures stated in Paragraphs 5a and 5b, above.

   d. When the Facilities or Additional Facilities are replaced or modified at the Company's option, no change in the in-place value will be made.

   e. After the Initial Term and upon each successive five (5) year extension (as such is set forth in Paragraph 6), the in-place value set forth in Paragraph 4 shall be adjusted to reflect the net-book value of the Facilities. In addition, if Facilities are replaced due to mechanical and/or electrical failure at any time after the Initial Term, the in-place value set forth in Paragraph 4 will be increased by the installed cost of such replacement facilities and reduced by the previously established in-place value of the replaced facilities.

6. The term of this Agreement (the “Initial Term”) shall be 20 years, and thereafter this Agreement will continue in effect for successive five (5) year periods (each such five (5) year period an “Extension”) unless terminated by either party upon ninety (90) days’ advanced written notice. If Customer elects to terminate this Agreement during the Initial Term or prior to the end of any Extension, Customer shall be responsible for, and shall pay to the Company, a Termination Fee calculated in accordance with Tariff Sheet No. 10.015, set forth as Appendix A, as currently approved or as may be modified from time to time by the Commission.

7. On the termination of this Agreement, and in the event that the Customer fails to make rental payments in a timely fashion, then and in each of those events, at the option of the Company, the Facilities may be removed by the Company.

8. This Agreement may be assigned only with the prior written consent of the Company.

(Continued on Sheet No. 9.732)

(Continued from Sheet No. 9.731)

9. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Customer shall indemnify, hold harmless and defend the Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, or growing out of, the transmission and use of electricity on the Customer's side of the point of delivery as such term is defined in Rule 2.3 of the Company's "General Rules and Regulations for Electric Service."

10. This Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained and, when duly executed, this Agreement constitutes the entire Agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

Charges and Terms Accepted:

_____
Customer (Print or type name of Organization)

By:_____
Signature (Authorized Representative)

_____
(Print or type name)

Title:_____

FLORIDA POWER & LIGHT COMPANY

By:_____
(Signature)

_____
(Print or type name)

Title:_____

APPENDIX B

Description of Rented Distribution Substation Facilities

FACILITIES RENTAL SERVICE AGREEMENT

This Agreement made this_____day_____, _____ by and between_____(hereinafter called the Customer) located at_____in_____, Florida and Florida Power & Light Company, a corporation, organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH

WHEREAS, the Customer has requested to rent from the Company certain electric facilities described in the document attached and made a part of this Agreement hereinafter referred to as the "facilities" located At _____and, used for the purpose of_____.

WHEREAS, the Company is willing to rent such facilities upon the terms and conditions specified herein,

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Company will provide, install or otherwise make available, own, operate and maintain the facilities described in this Agreement.

2. The Customer shall pay to the Company, as consideration for furnishing the facilities, a charge in accordance with the Company's Contract Provisions - Various (Facilities Rental Service) in its Electric Tariff and any successor or substitute schedule, as changed, modified, or supplemented from time to time by a legal effective filing of the Company with or by order of the Florida Public Service Commission.

3. The in-place value of rental facilities will be based upon the agreed replacement cost of the facilities. However, when the in-place value has been previously established in an existing Rental Agreement, the in- place value of this Agreement will be based on that previously determined value, subject to the terms and conditions in Paragraph 6.

4. The in-place value of the facilities is $_____. The in-place value of this Agreement may change from time to time in accordance with the provisions in Paragraph 6. The Monthly Rental Fee and the Monthly Maintenance Payment below are based upon the rates in effect at the time of this agreement. These charges are subject to change and adjustment pursuant to FPL's rate schedule or any successive Facilities Rental Services contained on FPL's tariff sheet number 10.010 as approved by the Florida Public Service Commission. The Customer has elected to pay for these facilities in this Agreement by either paying:

   a. Monthly Rental Fee of $_____and Monthly Maintenance Payment of $_____.

   or

   b. Lump Sum Rental Payment of $_____and Lump Sum Maintenance Payment of $_____.
   (one-time payment) (payable every five (5) years)

   or

   c. Lump Sum Rental Payment of $_____and Monthly Maintenance Payment of $_____.
   (one-time payment)

(Continued on Sheet No. 9.751)

(Continued from Sheet No. 9.750)

5. The term of this Agreement shall be:

Five (5) years from the service date, and the term shall continue thereafter to be in effect from month to month until terminated by either party upon ninety (90) days written notice.

Any addition to existing facilities, as provided in Paragraph 6, may require a new term of five years based on the changes in the facilities' in-place value.

6. Valuation of changes in facilities shall be as follows:

a. When mutually agreed upon, additional facilities may be installed, and the in-place value in Paragraph 4 increased by the installed cost of the additional facilities.

b. When mutually agreed upon, a portion of the existing facilities may be removed and the in-place value in Paragraph 4 shall be adjusted to reflect such changes. For Customers paying a monthly rental fee, the Company may require a contribution by the Customer to compensate for the undepreciated portion of the facilities to be removed, less salvage, plus removal costs. This option is available only for Customers paying a monthly rental fee.

c. When requested by the Customer, and when mutually agreed upon, existing facilities may be modified by the Company. The in-place value in Paragraph 4 will be adjusted in accordance with the procedures stated in 6a and 6b above.

d. When facilities are replaced due to mechanical and/or electrical failure, the in-place value in Paragraph 4 will be increased by the installed cost of the replacement facilities and reduced by the previously established in- place value of the replaced facilities.

e. When facilities are replaced or modified at the Company's option and not as provided in Paragraphs 6 a. through 6 d. for Customers paying either a monthly rental fee or a lump sum, no change in the in-place value will be made.

f. In those instances, where upon mutual agreement between the Company and the Customer, when the Customer is transferring from a monthly rental to a lump sum, the in-place valuation of the facilities may be adjusted to reflect the undepreciated value of the facilities.

7. This Agreement may be assigned only with the prior written consent of the Company.

8. On the termination of this Agreement, and in the event that the Customer fails to make rental payments in a timely fashion, then and in each of those events, at the option of the Company, the Facilities may be removed as soon as practicable by the Company. Customer agrees to pay all costs of collecting any amounts due under this agreement, including Company's reasonable attorney's fee if said amounts are not paid when due.

9. Should the Customer fail to keep and perform any of the agreements and conditions of this Agreement, or should an execution or attachment be levied upon the rental facilities, or should the Customer execute an assignment for the benefit of creditors or file a voluntary petition in bankruptcy, or should an order for relief be entered in an involuntary bankruptcy filed against Customer, or should proceedings for the appointment of a receiver be commenced in any Court against the Customer, then the Company may without any previous notice or demand terminate this Agreement and take possession of and remove the rental facilities without any liability whatever to the Customer, and for that purpose may enter upon any premises where the rental facilities is located; but no such termination of this Agreement shall relieve the Customer from liability for damages for the breach of any of the covenants and conditions herein contained. The Customer agrees to protect the Company, its agents and representatives, against all claims for damages for any trespass that may be committed in recovering the rental facilities. If this Agreement is terminated by Customer, then all rent and other charges due and to become due hereunder shall be deemed accelerated and shall be immediately due and payable in full, and, in addition, Customer shall

(Continued on Sheet No.9.752)

(Continued from Sheet No. 9.751)

promptly pay Company upon demand the amount of all collection costs and all costs to recover and remove the property hereby leased incurred by Lessor, including reasonable attorney's fees and costs.

10. It is further understood and agreed that nothing herein contained shall vest any title, legal or equitable, in the rental facilities in the Customer. And it is understood that the fixing of the rental facilities to the premise of the Customer shall not change or affect the character of the rental facilities as the personal property of the Company nor relieve the Customer from the conditions and provisions of this Agreement.

11. The Company agrees to maintain the rental facilities in good operating condition during the term of this Agreement. The Customer agrees to indemnify the Company against any damage to the rental facilities resulting from any willful misuse of the same by the Customer or from its negligence. The Customer further agrees that it will use reasonable diligence to protect the rental facilities from any damage.

12. This Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when duly executed, this Agreement constitutes the entire Agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed in triplicate the day and year first above written.

Charges and Terms Accepted:

_____
Customer (Print or type name of Organization)

By:_____
Signature (Authorized Representative)

_____
(Print or type name)

Title:_____

FLORIDA POWER & LIGHT COMPANY

By:_____
(Signature)

_____
(Print or type name)

Title:_____

ELECTRIC SERVICE AND METER SOCKET REQUIREMENTS

APPLICANT_____Current FPL Account No._____

MAILING ADDRESS_____CITY, ZIP CODE

SERVICE ADDRESS/LEGAL DESCRIPTION_____

PHONE (WEEKDAYS)_____DATE

FPL is pleased to advise that electric service for your proposed_____will be available from our distribution facilities as shown on the sketch below. We understand you are requesting ____Overhead_____Underground,_____volts,_____phase service. The items checked below and receipt by our representative of the white copy of this form with your signature acknowledging your receipt, are required before FPL provides electric service.

Payment: (Check or Money Order)

- Construction/Temporary Service Charge: $_____
- Security Deposit for Construction/Temporary Service: $_____
- Underground/Overhead Differential Charge for Permanent Service: $_____
- Line Extension Construction in Aid of Construction (CIAC): $_____

TOTAL: $_____

☐ Tree Trimming & Clearing:_____Feet Each Side of Proposed Line.

☐ Installation of Meter Socket & Downpipe/ Weather head according to FPL Specifications (see checklist on reverse side of this sheet)

☐ Install eyebolt (for FPL to attach wires to)

☐ Configuration_____Meter Socket*

*Meter enclosure must be approved for use in FPL service area. Current list of approved enclosures available upon request. Socket configurations are shown on reverse side of this form.

☐ Site Plan • Electrical Load Information/Plans.

☐ Easement for FPL Facilities/Legal Description of Property

☐ Contact FPL___days before Certificate of Occupancy concerning Application/Security Deposit for permanent service.

☐ Final City/County Electrical Inspection

☐ $_____Security Deposit ☐ is required before will billed after permanent service provided.

☐ Other_____

For overhead service, minimum attachment height is to be 12 feet above grade. For underground service, minimum cover is to be 24 inches (maximum 36 inches). FPL specifications and requirements must be adhered to and are available upon request. Upon timely completion of the above required items and agreement between you and our Representative, service may be provided approximately the week of _____or as mutually agreed upon. Changes to type service requested, failure to comply with above requirements, or delays to FPL's construction schedule may affect proposed date of service.

(Continued on Sheet No.9.761)

(Continued from Sheet No. 9.760)

"SERVICE LOCATION SKETCH"

INDICATE NORTH

Please sign on the line provided below, retain Part 2 (canary copy) return Part 1 (white) to FPL.

RECEIPT IS HEREBY ACKNOWLEDGED:

MAKE INQUIRIES TO:

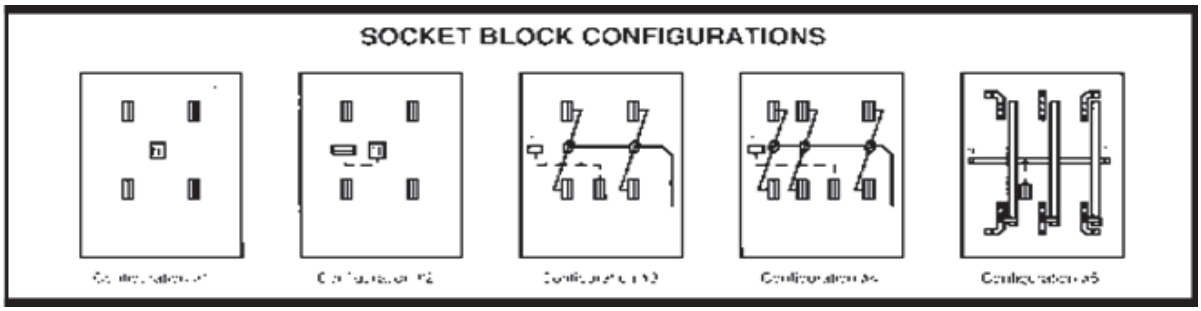
APPLICANT DATE

TITLE (IF CORPORATION)

BY (OTHER THAN APPLICANT)

(Continued on Sheet No.9.762)

(Continued from Sheet No. 9.761)



GENERAL NOTES ON SOCKET BLOCK CONFIGURATIONS

Configuration *#1 - Primarily residential applications. Limited to 200 amp **demand.** (See Note #1*)

Configuration *#2 - Modification of Configuration #1 **by** adding a 5th terminal in the 9 o'clock position. To be used with network meters. Limited **to** 200 amp **demand.** (See Note#1)

Configuration #3 - For one phase or network service requiring bypass device. Limited to 200 amp **demand.** (See Note #2)

Configuration #4 - For three phase service. Limited to 200 amp **demand.** (See Note#2)

Configuration #5 - For one or three phase service. Limited to **400** amp **demand.**

Note #1 - May be used for very small commercial applications, such as bill boards and parking lot lights.
Note #2 - All three phase and all commercial installations shall have a meter socket with the approved bypass jaw tension/release device (excluding Configuration **#5** applications and commercial applications referred to in Note #1).

METER ENCLOSURE INSTALLATION CHECKLIST (for further details, refer to FPL Electric Service Standards)

Meter enclosure is on FPL's current list of approved enclosures and is approved by FPL representative before installation. Enclosure is U/L approved with catalog number stamped on the enclosure.

Enclosure is mounted securely to wall using four mounting bosses. Enclosure is level in both the vertical and horizontal planes. Enclosure is mounted so that center of the meter is 5'0' to 6'0' above final grade. For free standing installations (such as pumps), the minimum height may be reduced to 3'0'.

Enclosure cover is in place, sealable, and free of dirt, stucco, etc. Inside is free of debris, paint, overspray, etc.

If more than one enclosure at this location, all meter cans and their covers are marked (address or unit number) with permanent marker or paint.

All lugs, if applicable, for both load and line side, have been installed by customer (FPL conductors, if any, will be connected by FPL, on top). Customer's service entrance conductors are terminated in the enclosure (bottom). Washers are installed between the nut and the lug, **not** between the lug and the block.

For 120/240 volt, 3 phase, the hi-leg (208v to ground) is connected to the right position **(not the center)** in the enclosure.

(Continued on Sheet No. 9.763)

(Continued from Sheet No. 9.762)

Riser Installation Checklist (For "downpipes" housing FPL #1/0 or #4/0 TPX Service Cable)

Service riser must be two (2) inches inside diameter and may be galvanized, IMC or PVC. EMT may not be used. If schedule 40 PVC is used, a portion of the riser and the first attached bend at the bottom of the riser must be encased in two (2) inches of concrete from twelve (12) inches below final grade to twelve (12) inches above final grade. Concrete encasement is not required if schedule 80 PVC is utilized for both the riser and first attached bend. Riser pipe is customer provided and installed, FPL will supply and install the bend. The customer may install the FPL provided schedule 80 bend if they desire.

With FPL approval, slight variances in customer's down pipe size may be accepted if suitable adaptable fittings are also provided by the customer, e.g. two and one-half (2 ½) inch down pipe is acceptable if an adapter to FPL two (2) inch conduit is provided.

Down pipes do not enter the center of an enclosure. Customer load wires exit on opposite side from down pipe or from the center of the enclosure. If two load conduits are used, they are kept to one side (opposite side from down pipe) of enclosure allowing space for FPL's cables.

Down pipes may extend below final grade and the attached bend must be aimed towards the source of FPL service. Centerline of the finished down pipe and bend, when aimed at the source of FPL service, will be no less than twenty-four (24) inches below final grade, and no more than thirty (30) inches below final grade. For a permanent structure such as a patio or A/C slab located at the base of the down pipe, a 24" radius, 90 degree bend must be installed by the customer (provided by FPL) and conduit must be extended twenty-four (24) inches beyond the structure (slab), is plugged at the end and is left exposed (uncovered).

Down pipes are securely strapped to the wall at two places - near the enclosure and near final grade.

FPL trench line is within six (6) inches of final grade, clear of below grade debris and other obstructions (mounds of dirt, paving, landscaping, sodding, debris, building materials, machinery, tree stumps, sprinkler systems, large rocks, etc.)

Grounding bushing installed where metallic down pipe enters enclosure through concentric or eccentric knockout.

FLORIDA POWER & LIGHT COMPANY UTILITY EASEMENT (INDIVIDUAL)

Prepared by:
Name: _____
Street Address: _____
City, State, Zip Code: _____

Return to:
Florida Power & Light Company
_____
_____

Sec. _____, Twp _____, Rge ____
Parcel ID# _____(Required) [Reserved for Circuit Court]

The undersigned ("Grantor(s)"), in consideration of the payment of $10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), with a mailing address of 700 Universe Blvd., Juno Beach, Florida 33408 , a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described on Exhibit "A" attached hereto and made a part hereof ("Easement Area").

Together with the right for FPL to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with utility service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent Grantor(s) has the power to grant, if at all, the rights of ingress and egress over, along, and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, Grantor(s) has/have signed and sealed this easement on _____day of _____ 20_____.

Signed, sealed and delivered in the presence of:

Grantor(s):

_____ _____
Witness Signature Grantor Signature
Witness Print Name: _____ Print Name: _____
Post Office Address:_____ Post Office Address: _____
_____ _____

_____ _____
Witness Signature Grantor Signature
Witness Print Name: _____ Print Name: _____
Post Office Address:_____ Post Office Address: _____
_____ _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of _____, 20__ by _____ and _____ who is/are ☐ personally known to me **OR** ☐ produced _____ as identification, and who did (did not) take an oath.

(NOTARIAL SEAL)

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

FLORIDA POWER & LIGHT COMPANY UTILITY UNDERGROUND EASEMENT (INDIVIDUAL)

Prepared by:
Name: _____
Street Address: _____
City, State, Zip Code: _____

Return to:
Florida Power & Light Company
_____
_____

Sec. _____, Twp _____, Rge ____
Parcel ID# _____ (Required) [Reserved for Circuit Court]

The undersigned ("Grantor(s)"), in consideration of the payment of $10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), with a mailing address of 700 Universe Blvd., Juno Beach, FL 33408, a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described on Exhibit "A" attached hereto and made a part hereof (Easement Area").

Together with the right for FPL to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with utility service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent Grantor(s) has the power to grant, if at all, the rights of ingress and egress over, along, and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, Grantor(s) has/have signed and sealed this easement on _____day of _____ 20_____.

Signed, sealed and delivered in the presence of:

Grantor(s):

_____ _____
Witness Signature Grantor Signature
Witness Print Name: _____ Print Name: _____
Post Office Address:_____ Post Office Address: _____
_____ _____

_____ _____
Witness Signature Grantor Signature
Witness Print Name: _____ Print Name: _____
Post Office Address:_____ Post Office Address: _____
_____ _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 20__ by _____ and _____ who is/are ☐ personally known to me **OR** ☐ produced _____ as identification, and who did (did not) take an oath.

(NOTARIAL SEAL)

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

FLORIDA POWER & LIGHT COMPANY UTILITY EASEMENT (BUSINESS)

Prepared by:
Name: _____
Street Address: _____
City, State, Zip Code: _____

Return to:
Florida Power & Light Company
_____
_____

Sec. _____, Twp _____, Rge ____
Parcel ID# _____ (Required) [Reserved for Circuit Court]

The undersigned ("Grantor"), in consideration of the payment of $10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), with a mailing address of 700 Universe Blvd., Juno Beach, Florida 33408 a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described on Exhibit "A" attached hereto and made a part hereof ("Easement Area").

Together with the for FPL to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with utility service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent Grantor has the power to grant, if at all, the rights of ingress and egress over, along, and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, Grantor has signed and sealed this easement on _____day of _____, 20_____.

Signed, sealed and delivered in the presence of:

_____

Witness Signature
Print Name: _____
Post Office Address: _____

_____
Witness Signature _____
Print Name: _____
Post Office Address: _____
_____

Grantor:
[Insert Name of Business Entity]

By: _____
(Grantor's Signature)

Print Name: _____
Print Title: _____
Post Office Address: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____by_____as_____of _____, a_____, on behalf of the_____, ☐ who is personally known to me **OR** ☐ has produced _____ as identification, and who did (did not) take an oath.

(NOTARIAL SEAL)

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

FLORIDA POWER & LIGHT COMPANY UTILITY UNDERGROUND EASEMENT (BUSINESS)

Prepared by:
Name: _____
Street Address: _____
City, State, Zip Code: _____

Return to:
Florida Power & Light Company
_____
_____

Sec. _____, Twp _____, Rge ____
Parcel ID# _____ (Required) [Reserved for Circuit Court]

The undersigned ("Grantor"), in consideration of the payment of $10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), with a mailing address of 700 Universe Blvd., Juno Beach, Florida 33408, a non- exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described on Exhibit "A" attached hereto and made a part hereof ("Easement Area").

Together with the right for FPL to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with utility service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent Grantor has the power to grant, if at all, the rights of ingress and egress over, along, and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, Grantor has signed and sealed this easement on _____day of _____, 20_____.

Signed, sealed and delivered in the presence of:

_____
Witness Signature
Witness Print Name: _____
Post Office Address: _____

_____
Witness Signature
Witness Print Name: _____
Post Office Address: _____
_____

Grantor:
[Insert Name of Business Entity]

By: _____
Print Name: _____
Print Title: _____
Post Office Address: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____by_____as_____of _____, a_____, on behalf of the_____, ☐ who is personally known to me **OR** ☐ has produced _____ as identification, and who did (did not) take an oath.

(NOTARIAL SEAL)

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

FPL ACCOUNT No. _____

FPL PREMISE No. _____

MOMENTARY PARALLEL OPERATION INTERCONNECTION AGREEMENT

This Agreement is made this_____day of_____,_____by and between _____(hereinafter called "the Customer"), located at_____in _____, Florida and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called "FPL").

WITNESSETH:

WHEREAS, the Customer has requested that electric service requirements for the customer's load be supplied or supplemented from the Customer's generation during periods of outages of power ordinarily supplied by FPL, which condition requires the Customer's generation to operate momentarily in parallel with FPL' system to enable the Customer to transfer its load from FPL's source to the Customer's generation in order to continue the uninterrupted flow of power to the Customer's load; and

WHEREAS, a Non-Export Parallel Operator (NPO) is a generating system that runs in parallel with the Company, which is primarily intended to offset part, or all, of a Customer's existing electricity requirements, but never exports power into the Company's supply grid.

WHEREAS, FPL is willing to permit or to continue to permit such momentary parallel operation under the terms and conditions specified herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. Attached hereto as Appendix A are FPL's guidelines to the Customer delineating momentary interconnection requirements. The Customer must comply with these guidelines; however, such compliance does not constitute FPL approval of a proposed interconnection design.

2. The Customer must submit an application for permission to momentarily parallel with FPL's system (a sample application is attached hereto as Appendix B), and thereafter obtain specific and final approval from FPL of the proposed interconnection design.

3. The Customer shall be required to pay any costs deemed by FPL to be extraordinary (when compared to the guidelines in Appendix A) and related to review and approval or disapproval of the design and construction, as well as inspection and operation, of the interconnection facilities. These costs may also include installation and operation and maintenance related to any equipment required to affect a proper interconnection, both at the location of the Customer's generation and at locations on FPL's system.

4. The design requirements of the Customer interconnection configuration and equipment shall be implemented in a manner which minimizes any potential negative impacts on FPL's customers, personnel and equipment.

5. The interconnection between FPL's system and the Customer's generation (NPO) shall be at distribution voltage levels (i.e., below 69kV). Service must be three-phase, 60 hertz at the available standard distribution voltage level(s). All service supplied by FPL shall be furnished through one metering point.

6. The Customer shall install, at the Customer's expense, a manual disconnect switch of the visible load break type (or some other disconnect mechanism mutually agreed to by the Customer and the Company) to provide a separation point between the self-contained electrical meter or the meter's current transformers and the point where the NPO connects to the Customer's system or the Customers main disconnect such that back feed from the NPO to the Company's utility system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to the Company and capable of being locked in the open (position with a Company padlock. When locked and tagged in the open position by the Company, this switch will be under the control of the Company.

(Continued on Sheet No. 9.781)

(Continued from Sheet No. 9.780)

7. The Customer shall operate and maintain its interconnection facilities in a safe and reliable manner and shall immediately notify FPL in the event of any hazardous or unsafe condition(s).

8. The parallel operation time between FPL's system and the NPO shall not exceed 100 milliseconds under normal transfer operations, and not exceed 215 milliseconds during any malfunctions of a normal transfer operations.

9. The NPO shall be promptly disconnected from FPL's system upon request of FPL and automatically through the operation of protective equipment.

10. The Customer shall provide FPL an annual test (certified by a registered engineer licensed in the State of Florida) report of the overlapping transfer time. Failure to pass the annual test may result in disconnection of power and void this Agreement.

11. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, at least fifteen (15) days prior to the commencement of construction of the interconnection facilities, the Customer shall procure, or cause to be procured, a commercial general liability insurance policy, including, but not limited to, broad form contractual liability coverage and Products/Completed Operations Liability Coverage for the benefit of FPL, its parent, subsidiaries and any company of FPL Group Inc., and their respective officers, directors, employees, agents and contractors ("FPL Entities") for the term of this Agreement and for all liabilities which might arise under, or in the performance or nonperformance of, this Agreement.

12. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the policy(ies) shall be in a minimum limit of $1,000,000 per occurrence, combined single limit, for bodily injury (including death) or property damage. FPL Entities shall be designated as either named insured or an additional named insured, and the policy(ies) shall be endorsed to be primary to any insurance which may be maintained by or on behalf of FPL Entities. The Customer shall provide evidence of the minimum coverage by providing ACORD or other certificate of insurance acceptable to FPL before any work under this Agreement begins. In the event of the Customer's failure to provide evidence of minimum coverage of insurance, FPL's failure to request evidence of such shall not release the Customer from its obligation to maintain the minimum coverage specified in this Section 11. The commercial general liability insurance policy(ies) shall not be cancelled or materially altered without at least thirty (30) days advance written notice to FPL.

13. Governmental entities authorized under Florida or federal law to be self-insured, in lieu of providing evidence of adequate commercial insurance, have the option of providing to the Company evidence that the applicant has established an adequate self-insurance plan to cover the obligations of indemnification referenced herein; and shall, upon request, provide such other information as the Company may deem necessary and relevant. The self-insurance plan shall not be cancelled or materially altered without at least thirty (30) days advance written notice to FPL.

14. In addition to the minimum coverage outlined above, the various commercial general liability insurance policies are subject to FPL's approval and, upon request, the Customer shall make certified copies of these various general liability insurance policies, and/or information regarding the self-insurance plan, available for inspection by FPL's Risk Management Department within fifteen (15) days of a request therefore. Any inspection of such plans or policies shall not obligate FPL to advise the Customer of any deficiencies in such plans or policies, and such inspection shall not relieve the Customer from, or be deemed a waiver of, FPL's right to insist on strict fulfillment of the Customer's obligations hereunder.

IN WITNESS WHEREOF, the Customer and FPL have executed this Agreement this_____day of _____, 20____.

CUSTOMER

Witness for the Customer

By_____

Title_____

FLORIDA POWER & LIGHT COMPANY

Witness for FPL:

By_____

Title _____

FPL ACCOUNT No _____

FPL PREMISE No. _____

INTERCONNECTION AGREEMENT
FOR QUALIFYINGFACILITIES

Florida Power & Light Company (hereinafter called "FPL") agrees to interconnect with _____ a Qualifying Facility or, as appropriate, a Qualifying Facility that is a Distributed Resource as referenced in the Institute of Electrical and Electronics Engineers ("IEEE") Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems (hereinafter called the "the QF"), subject to the following provisions:

1. Facility.

The QF's generating facility (hereinafter called the "Facility"), is to be or is located at _____ _____, within FPL's service area. The QF intends to have the Facility installed and operational on or about _____, 20_____. The QF shall provide FPL a minimum of 30 days prior written notice of the Facility's initial generating operation, and it shall cooperate with FPL to arrange initial deliveries of power to FPL's system.

The Facility has been or will be certified or self-certified as a "qualifying facility" pursuant to the rules and regulations of the Florida Public Service Commission ("FPSC") or the Federal Energy Regulatory Commission ("FERC"). The QF shall maintain the qualifying status of the Facility throughout the term of this Agreement.

2. Construction Activities.

The QF shall provide FPL with written instructions to proceed with construction of the interconnection facilities as described in this Agreement at least 24 months prior to the date on which the interconnection facilities shall be completed. FPL agrees to complete the interconnection facilities as described in this Agreement within 24 months of receipt of written instructions from the QF agreeing to the proposed designation and authorizing FPL to proceed with detailed engineering.

Within sixty days of FPL's receipt of the QF's final electrical plans pursuant to FPSC Rule 25-17.087(4), and written instructions to commence construction, FPL shall provide to the QF a written cost estimate of all required materials and labor, and an estimate of the date by which construction of the interconnection will be completed.

Upon the parties' agreement as to the appropriate interconnection design requirements and FPL's receipt of written instructions delivered by the QF authorizing FPL to proceed with detailed engineering, FPL shall engineer and perform or cause to be performed all of the work necessary to interconnect the Facility with the FPL system.

The QF agrees to pay FPL all expenses incurred by FPL regarding the procurement, design, construction, operation, supervision, overhead, maintenance and replacement of the interconnection facilities necessary for integration of the Facility into FPL's electrical system, including (as appropriate) necessary internal improvements to the FPL transmission system; to the extent that any such transmission improvements affect the Adjustment to Capacity Payment as described in Rate ScheduleQS-2, then appropriate adjustments will be made to the capacity payment. Such interconnection costs shall not include any costs which FPL

(Continued on Sheet No. 9.801)

(Continued from Sheet No.9.800)

would otherwise incur if it were not engaged in interconnected operations with the QF, but instead simply provided the electric power requirements of the Facility with electricity either generated by FPL or purchased from another source.

The QF agrees to pay the costs for complete interconnection work ( ) within 30 days after FPL notifies the QF that such interconnection work has been completed, and to provide, concurrently with the liability insurance mandated by Section 10, a surety bond, letter of credit or comparable assurance of payment adequate to cover the interconnection cost estimates set forth on Exhibit A, or ( ) to pay monthly invoices from FPL for actual costs progressively incurred in installing the interconnection facilities, or ( ) based upon a demonstration of credit worthiness acceptable to FPL_____in (up to 36) monthly installments, plus interest on the outstanding balance calculated at the 30-day highest grade commercial paper rate in effect 30 days prior to the date each payment is due, with the first such installment payment being due 30 days after FPL notifies the QF that interconnection work has been completed.

In the event that the QF notifies FPL in writing to cease interconnection work before its completion, the QF shall be obligated to reimburse FPL for the interconnection costs incurred up to the date such notification is received.

3. Cost Estimates.

Attached hereto as Exhibit A is a document entitled "QF Interconnection Cost Estimates". The parties agree that the cost of the interconnection work contained therein is a good faith estimate of the actual cost to be incurred.

4. Technical Requirements and Operations.

The parties agree that the QF's interconnection with, and delivery of electricity into, the FPL system must be accomplished in accordance with the provisions of FPSC Rule 25-17.087. FPSC Rule 25-17.087 is attached hereto as Exhibit B and made a part of this Agreement. Additionally, the parties agree that for QFs that are Distributed Resources as provided in FPSC Order No. PSC-06-0707-PAA-EI, Issued August 18, 2006 in Docket No. 060410-EI, the QF's interconnection with the FPL system must be accomplished in accordance with the provisions of the IEEE Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems, as applicable, that are in effect at the time of construction.

The QF agrees to require that the Facility operator immediately notify FPL's system dispatcher by telephone in the event hazardous or unsafe conditions associated with the parties' parallel operations are discovered. If such conditions are detected by FPL, then FPL will likewise immediately contact the operator of the Facility by telephone. Each party agrees to immediately take whatever appropriate corrective action is necessary to correct the hazardous or unsafe conditions.

5. Interconnection Facilities.

The interconnection facilities shall include the items listed in the document entitled "Interconnection Facilities", which is attached hereto as Exhibit C and hereby made an integral part of this Agreement.

Interconnection facilities on FPL's side of the ownership line with the QF shall be owned, operated, maintained and repaired by FPL. The QF shall be responsible for the cost of designing, installing, operating and maintaining the interconnection facilities on the QF's side of the ownership line as indicated as Exhibit C. The QF shall be responsible for establishing and maintaining controlled access by third parties to the interconnection facilities. FPL metering equipment required to be located on the QF's side of the ownership line shall be owned operated, maintained, tested, repaired and replaced by FPL.

(Continued on Sheet No. 9.802)

(Continued from Sheet No. 9.801)

6. Maintenance and Repair Payment.

FPL will separately invoice the QF monthly for all costs associated with the operation, maintenance and repair of the interconnection facilities. The QF elects to pay for such work on a ( ) actual cost or ( ) on a percentage basis, as set forth in Rate Schedules COG-1 and QS-2. The QF agrees to pay FPL within 20 days of receipt of each such invoice.

7. Site Access.

In order to help ensure the continuous, safe, reliable and compatible operation of the Facility with the FPL system, the QF hereby grants to FPL, for the period of interconnection, the reasonable right of ingress and egress, consistent with the safe operation of the Facility, over property owned or controlled by the QF to the extent that FPL deems such ingress and egress necessary in order to examine, test, calibrate, coordinate, operate, maintain or repair any interconnection equipment involved in the parallel operation of the Facility and FPL's system, including FPL's metering equipment.

8. Construction Responsibility.

In no event shall any FPL statement, representation, or lack thereof, either express or implied, relieve the QF of its exclusive responsibility for the Facility. Specifically, any FPL inspection of the Facility shall not be construed as confirming or endorsing the Facility's design or its operating or maintenance procedures, or as a warranty or guarantee as to the safety, reliability, or durability of the Facility's equipment. FPL's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any Facility equipment or procedure.

9. Indemnification.

FPL and the QF shall each be responsible for its own facilities. FPL and the QF shall each be responsible for ensuring adequate safeguards for other FPL customers, FPL and the QF personnel and equipment, and for the protection of its own generating system. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, FPL and the QF shall each indemnify and save the other and the other's officers, directors, employees, agents and contractors (hereinafter called, respectively, "FPL Entities" and "QF Entities") harmless from any and all claims, demands, costs, or expense for loss, damage or injury to persons or property of the other caused by, arising out of, or resulting from:

(a) Any act or omission by a party of that party's contractors, agents, servants and employees in connection with the installation or operation of that party's generation system or the operation thereof in connection with the other party's system;

(b) Any defect in, failure of, or fault related to, a party's generation system;

(c) The negligence of a party or negligence of that party's Entities (as above defined); or

(d) Any other event or act which is the result of, or proximately caused by, that party's Entities.

(Continued on Sheet No. 9.803)

(Continued from Sheet No. 9.802)

10. Insurance

Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the QF shall procure or cause to be procured a policy or policies of liability insurance issued by an insurer or insurers satisfactory to FPL on a standard "Insurance Services Office" commercial general liability form. Governmental entities authorized under Florida or federal law to be self-insured, in lieu of providing evidence of commercial insurance, have the option of providing to the Company evidence that the applicant has established an adequate self-insurance plan to cover any obligations of indemnification; and/or such other information as the Company may deem necessary and relevant. A certificate of insurance shall be delivered to FPL at least fifteen calendar days prior to the start of any interconnection field work. At a minimum, the QF's policy(ies) or self-insurance plan, if applicable, shall contain: (i) an endorsement providing coverage including, but not limited to, products liability/completed operations coverage for the term of this Agreement; and (ii) a broad form contractual liability endorsement covering liabilities which might arise under, or in the performance or nonperformance of, this Contract and the Parties' (interconnection) (transmission service) agreement dated _____, _____, or caused by operation of any of the QF's equipment or by the QF's failure to maintain the QF's equipment in satisfactory and safe operating condition. Effective at least fifteen calendar days prior to the synchronization of the Facility with FPL's system, the policy(ies) or self-insurance plan, if applicable, shall be amended to include coverage for interruption or curtailment of power supply in accordance with industry standards.

Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the QF's policy(ies) or self-insurance plan, if applicable, shall have a minimum limit of $1,000,000 per occurrence, combined single limit, for bodily injury (including death) or property damage. A higher limit of QF insurance may be provided if the QF deems it necessary. Any premium assessment or deductible shall be for the account of the QF and not FPL Entities.

In the event that the policy(ies) is (are) on a "claims made" basis, the retroactive date of the policy(ies) shall be the effective date of this Agreement or such other date as to protect the interests of FPL Entities and QF Entities. Furthermore, if the policy(ies) is (are) on a "claims made" basis, the QF's duty to provide insurance coverage shall survive the termination of this Agreement until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort; if coverage is on an "occurrence" basis, such insurance shall be maintained by the QF during the entire period of interconnection and performance by the parties under this Agreement. The QF's policy(ies) or self-insurance plan, if applicable, shall not be cancelled or materially altered without at least thirty calendar days written notice to FPL. Coverage must be reasonably acceptable to FPL.

The QF shall provide to FPL evidence of the QF's liability insurance coverage and the standard insurance industry form (ACORD) without modification. A copy of the QF's policy(ies) or self-insurance plan, if applicable, shall be made available for inspection by FPL at the QF's offices upon reasonable advance notification.

FPL Entities shall be designated as an additional named insured under all QF policy(ies), including any policy(ies) obtained at the election of the QF as envisioned above.

In addition to the minimum coverage outlined above, the various commercial general liability insurance policies are subject to FPL's approval and, upon request, the Customer shall make certified copies of these various general liability insurance policies, and/or information regarding the self-insurance plan, available for inspection by FPL's Risk Management Department within fifteen (15) days of a request therefore. Any inspection of such plans or policies shall not obligate FPL to advise the Customer of any deficiencies in such plans or policies, and such inspection shall not relieve the Customer from, or be deemed a waiver of, FPL's right to insist on strict fulfillment of the Customer's obligations hereunder.

11. Taxation

In the event that FPL becomes liable, after the execution of this Agreement, for additional taxes, including interest and/or penalties, as a result of failing any of the tests in Internal Revenue Service (IRS) Notice 2016-36, 2016-25 IRB 1029 (identified through an IRS audit or otherwise), thus causing the QF's payment for the interconnection facilities to be taxable income for federal and/or state income tax purposes, FPL may bill the QF monthly for such additional costs, including taxes, interest and/or penalties, or may offset them against amounts due the QF under any FPL/QF power purchase agreement. These costs would be calculated so as to place FPL in the same economic position in which it would have been if the payment for interconnection facilities had not been deemed to be taxable income. If FPL decides to appeal the IRS' determination, the decision as to whether the appeal should be made through the administrative or judicial process or both, and all subsequent decisions pertaining to the appeal (both substantive and procedural), shall rest exclusively with FPL.

(Continued on Sheet No. 9.804)

(Continued from Sheet No. 9.803)

In the event that IRS Notice 2016-36 is modified, clarified, explained or changed in any manner, all recognized IRS authority on this issue shall be used to determine whether any additional costs are due under this Section.

12. Electric Service to the QF.

FPL will provide the class or classes of electric service requested by the QF, to the extent that they are consistent with applicable tariffs.

13. Notification.

All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified mail to the individuals designated below. The parties designate the following to be notified or to whom payment shall be sent until such time as either party furnishes the other party written instructions to contact another individual:

For the QF:_____

_____

_____ Phone: _____

_____

For FPL: _____

_____

_____ Phone: _____

_____

IN WITNESS WHEREOF, the QF and FPL executed this Agreement this_____day of_____, 20_____.

WITNESS: FLORIDA POWER & LIGHT COMPANY (FPL)

_____ _____

Date:_____

WITNESS: _____(QF)

_____ _____

Date:_____

OPTIONAL RESIDENTIAL SMART PANEL EQUIPMENT AGREEMENT

This Optional Residential Smart Panel Equipment Agreement ("Agreement") is made and entered into this_____day of _____, 20__by and between_____(the "Customer"), having a primary residence located at _____(the "Residential Property") and Florida Power& Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (the "Company") (each a "Party" and collectively the "Parties"). The Service provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff as approved or subsequently revised by the FPSC and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff").

WHEREAS, the Customer hereby applies to Company to receive smart electrical panel energy management service (the "Service") at the Residential Property.

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date**. This Agreement shall become effective upon the acceptance hereof by Company("Effective Date"),evidenced by the signature of Company's authorized representative appearing below.

2. **Term of Agreement**. The term of this Agreement (the "Term") will commence on the Effective Date and will continue for five (5) years following the date on which the Company gives notice that the Equipment is ready for operation (the "Residential Operation Date").

3. **Scope of Services**. Company will design, procure, install (as further elected below), own, operate, and provide maintenance to the smart electrical panel and related equipment ("Equipment") to furnish the Service which includes receiving and analyzing data and testing Company's load control and energy management capabilities (including controlling end-use appliance circuits connected to the Equipment). The Company reserves the right to control, remotely and/or directly, the Equipment and any end- use appliance circuits connected to such Equipment at the Residential Property. Customer shall maintain all electrical appliances connected to the Equipment in good working condition, including performing any necessary replacements or repairs thereto for the duration of the Term. Customer shall allow Company to establish connectivity with the Equipment using Customer's internet service provider as either a primary or back-up means of communication. In such cases, either a Wi- F i connection to Customer's router or a hardwired Ethernet connection shall be facilitated by the Customer. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer. Customer hereby grants to Company and its designees the right to access and use data and information from the Equipment, including the right to own any derivative works created using such data. Customer shall reasonably cooperate with Company to achieve the purposes of this Agreement.

   The Parties acknowledge and agree that no payments are due from Customer to Company in connection with the Company's performance of the Service and Customer's use of the Equipment hereunder in exchange for the Company's ability to perform the Services. In addition, within a reasonable period of time after the Residential Operation Date, Customer shall receive a one- time credit on its electric bill with Company for one hundred dollars ($100.00).

4. **Equipment; Maintenance; Access**. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. The Customer shall not move, modify, remove, adjust, alter or change in any material way the Equipment, except in the event of an emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. Customer hereby grants Company access rights on the Residential Property sufficient to allow Company to perform the Services under this Agreement.

   Company shall, or through its subcontractors, be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permit.

(Continued on Sheet No. 9.807)

(Continued from Sheet No. 9.806)

5. **Title and Risk of Loss**. Customer acknowledges and agrees that (i) the Equipment is personal property, will be removable and will not be a fixture or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. Title shall only transfer to the Customer at the end of the original Term (or upon any earlier termination if the Company elects to not remove the Equipment). Customer shall keep the Equipment free from any liens by third parties and shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.

   Customer shall bear all risk of loss or damage of any kind with respect to all or any part of the Equipment located at the Residential Property to the extent such loss or damage is caused by weather or the actions, negligence, willful misconduct or gross negligence of Customer, its contractors, agents, invitees and/or guests or any other damage which is required to be covered by insurance (collectively a "Customer Casualty"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company. In the event the Equipment is damaged and is not a Customer Casualty, the Company will (i) repair or replace the Equipment at Company's cost, or (ii) terminate this Agreement for its convenience upon written notice to Customer.

6. **Expiration or Termination of Agreement**. Customer has the right to terminate this Agreement for its convenience upon written notice to Company on at least thirty (30) days prior notice. Upon any such termination prior to the second (2nd) anniversary of the Residential Operation Date, Customer shall be responsible to pay a termination fee in an amount equal to the cost to uninstall and remove the Equipment (collectively, the "Early Termination Cost"). Upon any such termination on or after the second anniversary of the Residential Operation Date, Customer shall elect to pay either (i) a termination fee in an amount equal to the Early Termination Cost or (ii) the remaining net book value of the Equipment to purchase the Equipment. Except in the case Customer elects option (ii) above, Company has the right, but not the obligation, to remove the Equipment. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer on at least thirty (30) days prior notice or as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon such termination, the Company may elect to remove the Equipment or leave the Equipment and transfer title to the Customer at no charge.

7. **Warranty**. Customer acknowledges and agrees that Company has not made any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the Company's obligations, Services and/or the Equipment. Customer acknowledges that there is no warranty implied by law, including the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and the implied warranty of custom or usage.

8. **Customer Representations and Warranties**. The Customer represents and warrants that (i) the placing of the Equipment at the Residential Property and Customer's performance of this Agreement will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (ii) all information provided by the Customer related to the Residential Property is accurate and complete; (iii) Customer has good and unencumbered title to the Residential Property either free and clear of any liens, mortgages or other encumbrances, or if any lien, mortgage or other encumbrance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment; and (iv) Customer lives at the Residential Property and the Residential Property is a single-family home with premise conditions acceptable to Company(in its sole discretion).

9. **Limitations of Liability; Indemnity.** Customer acknowledges and agrees that the Company will use reasonable diligence to furnish a regular and uninterrupted supply of electric service at the agreed nominal voltage. Customer agrees Company shall not be liable to the Customer or any other person for complete or partial interruptions of service, fluctuations in voltage, or curtailment of service that may occur as a result of a variety of events and circumstances, including, without limitation: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; (e) events of an emergency or as necessary to maintain the safety and integrity of the Company's facilities; or (f) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure. In any such case, the Company will not be liable for damages, including, but not limited to, loss of revenues or production.

   Neither Company nor Customer shall be liable to the other for consequential, special, exemplary, indirect or incidental losses or punitive damages under the Agreement, including loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, and Company and Customer each hereby release the other from any such liability; provided, that the Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

(Continued on Sheet No. 9.808)

(Continued from Sheet No. 9.807)

10. **Insurance**. At any time that the Company is performing Services under this Agreement at the Residential Property, the Company shall maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance. During and throughout the Term of this Agreement, the Customer shall maintain a homeowner's property insurance policy with minimum limits equal to the value of the Residential Property and homeowner's liability insurance policy with minimum limits of Three Hundred Thousand($300,000.00) Dollars.

11. **Assignment**. The Customer may not assign this Agreement without the consent of the Company. A sale of the Residential Property shall be treated as an early termination by Customer unless Company agrees in writing to an assignment of this Agreement to the purchase of the Residential Property.

12. **Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial**. This Agreement shall be subject to and governed by the laws of the State of Florida, exclusive of conflicts of laws provisions. The Parties agree that any action or proceeding arising out of or related to this Agreement shall be brought in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

13. **Notices**. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested, or sent via overnight courier to such Party's address as set forth above.

14. **Miscellaneous**. Any waiver granted by a Party shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future. No modification, waiver or amendment of this Agreement shall be binding unless signed in writing by both Parties. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. If any provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Customer

By:_____

Printed Name: _____

Date: _____

Florida Power & Light Company

By: _____

Printed Name: _____

Title: _____

Date: _____

RESIDENTIAL OPTIONAL SUPPLEMENTAL POWER SERVICES AGREEMENT

THIS Residential Optional Supplemental Power Services Agreement ("Agreement") is made and entered into this_____day of_____, 20_____by and between_____, having a primary residence located at _____(hereafter, the "Customer") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (hereafter "Company")(each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to the Optional Supplemental Power Services Rider, Rate Schedule OSP-1, as approved or subsequently revised by the FPSC (hereafter the "Rider") and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a Statement of Work ("SOW"), for the purpose of providing an alternative source of power supply and/or power conditioning service in the event Customer's normal electric supply is disrupted (hereafter the "Service") at the Customer residential property located at_____(hereafter the "Residential Property").

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date**. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.

2. **Term of Agreement**. The term of this Agreement will commence on the Effective Date and will continue for years following the Residential Operation Date as defined in Section 4(a) below (the "Term").

3. **Scope of Services**. Company will design, procure, install, own, operate, and provide maintenance to all alternative sources of power supply and/or power conditioning equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer.

4. **Design and Installation**. Company will design, procure, and install the Equipment pursuant to the requirements of the SOW.

   (a) Residential Operation. Upon completion of the installation of the applicable Equipment in accordance with the requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for operation, with the date of such notice being the "Residential Operation Date".

   (b) Commencement of Monthly Service Payment Upon Residential Operation Date. Customer's obligation to pay the applicable Customer's monthly Service payment, plus applicable taxes due from Customer pursuant to Section 6 (Customer Payments), shall begin on the Residential Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.

Equipment Maintenance; Alterations. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under Section 12(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not manually operate or test Equipment, move, modify, remove, adjust, alter or change in any material way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

(Continued on Sheet No. 9.812)

(Continued from Sheet No. 9.811)

5. **Customer Payments**.

   (a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Applicable taxes will also be included in or added to the Monthly Service Payment. In the event that Company agrees to a Customer's request to connect Equipment on the Company's side of the billing meter, energy provided by such Equipment will be billed under the Customer's otherwise applicable general service rate schedule.

   (b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of $5.00 or 1.5% applied to any past due unpaid balance of all accounts. Further if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.

6. **Customer Credit Requirements**. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tariff for the surety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 13(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.

7. **Right of Access**. Customer hereby grants Company an access easement on the Residential Property sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Residential Property to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access").

8. **Company Operation and Testing of Equipment**. The Company shall have the exclusive right to manually and/or remotely operate the Equipment, and, except as expressly provided in the SOW, has the right to manually and/or remotely operate the Equipment at all times it deems appropriate, including, but not limited to, for the purpose of testing the Equipment to verify that it will operate within required parameters.

9. **Customer Responsibilities**. Except for an agreed upon Change (as defined in the SOW), the Customer shall not modify its electrical system at the Residential Property in a manner that exceeds the capacity of the Equipment. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Residential Property. The Customer shall be obligated, at its sole expense, to keep the Residential Property free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to Section 9, or (iii) cause damage to the Equipment.

(Continue on Sheet No. 9.813)

(Continued from Sheet No. 9.812)

10. **Permits and Regulatory Requirements**. Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permit.

11. **Title and Risk of Loss**.

(a) Title. The Customer agrees that Equipment installed at the Residential Property is and will remain the sole property of Company unless and until such time as the Customer exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 12(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Residential Property and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Residential Property.

(b) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.

(c) Risk of Loss to Equipment (Customer Responsibility). **CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE RESIDENTIAL PROPERTY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 18(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY A "CUSTOMER CASUALTY")**. Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.

(d) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(Continue on Sheet No. 9.814)

(Continued from Sheet No. 9.813)

12. Expiration or Termination of Agreement.

(a) **Early Termination for Convenience by Customer**. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-hundred eighty (180) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 7 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company. Company retains the right to invoice Customer based upon actual salvage value within one-hundred eighty (180) days of the date of Company's removal of Equipment.

(b) **Early Termination by Company for Convenience or by Company Due to Change in Law**. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least one-hundred eighty (180) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 13(b), Customer must choose to either: (i) Purchase the Equipment upon payment of (A) a transfer price mutually agreeable to Company and Customer, plus (B) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (C) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (D) any unrecovered maintenance costs expended by Company prior to the effective date of termination, minus (E) any cash security held by the Company under this Agreement; or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.

(c) **Early Termination of Agreement for Cause**. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within five (5) business days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer;

(Continue on Sheet No. 9.815)

(Continued from Sheet No. 9.814)

(iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 20, Customer sells, transfers or otherwise disposes of the Residential Property; (v) Customer enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors; (vi) any representation or warranty made by Customer or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (vii) Customer removes or allows a third party to remove, any portion of the Equipment from the Residential Property.

i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Residential Property (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

ii. Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to Section 13(e), or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(d) **Expiration of Agreement**. At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer, (ii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) plus applicable taxes, plus any outstanding Monthly Service Payments and applicable taxes, for Service provided to Customer prior to the expiration of the Term, or (iii) to request that Company remove the Equipment and for Customer to pay Company the Termination Fee. In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month basis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date Customer provides written notice to Company to change its election to option (iii) above.

(e) **Customer Purchase Option**. Pursuant to a purchase option under Section 13(c), Section 13(d), or Section 20, the Customer may elect to purchase and take title to the Equipment upon payment of (i) the greater of (A) Company's unrecovered capital cost of the Equipment, or (B) the mutually agreed upon fair market value of the Equipment, plus

(Continue on Sheet No. 9.816)

(Continued from Sheet No. 9.815)

(ii) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (iii) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (iv) any unrecovered maintenance costs expended by Company prior to the effective date of termination, minus (v) any cash security held by the Company under this Agreement. Company will invoice Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and payable by Customer within thirty (30) days of the date of such invoice. If Customer and Company cannot reach agreement as to the fair market value of the Equipment within thirty (30) days of Customer's election of the purchase option, then such purchase option will expire and Customer must proceed subject to and pay the Termination Fee pursuant to Section 13(a).

13. **Warranty and Representations**.

(a) Company's Disclaimer of Express and/or Implied Warranties. **CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANT ABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE RESIDENTIAL PROPERTY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.**

(b) Customer Representations and Warranties. The Customer represents and warrants that (i) the Residential Property at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Residential Property will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Residential Property is accurate and complete; and (iv) Customer holds sole and exclusive title to the Residential Property or has the sole and exclusive right of possession of the Residential Property for the Term.

14. **LIMITATIONS OF LIABILITY.**

(a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.

(b) SUBJECT TO SECTION 15(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.

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(Continued from Sheet No. 9.816)

(c) THE LIMITATIONS OF LIABILITY UNDER SECTION 15(a) AND SECTION 15(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c). Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 15.

Agreed and accepted by Customer:_____(Initials)

15. **Force Majeure**. An event of Force Majeure shall have the meaning as set forth in Technical Terms and Abbreviations of the Company Tariff. If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 15 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.

16. **Confidentiality**. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by Company or otherwise, which is disclosed to Customer. Confidential Information shall not be used for any purpose other than for purposes of this Agreement and shall not be disclosed without the prior written consent of Company.

17. **Insurance and Indemnity**.

    (a) Insurance to Be Maintained by the Company. At any time that the Company is performing Services under this Agreement at the Customer Residential Property, the Company shall, maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance.

    (b) Insurance to Be Maintained by the Customer. During and throughout the Term of this Agreement and until all amounts payable to the Company pursuant to this Agreement are paid in full, the Customer shall maintain a homeowners property insurance policy with minimum limits equal to the value of the Residential Property and homeowners liability insurance policy with minimum limits of Three Hundred Thousand ($300,000.00) Dollars.

    (c) Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

18. **Non-Waiver**. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

(Continued on Sheet No. 9.818)

(Continued from Sheet No. 9.817)

19. **Assignment**. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(e) or this Agreement may be assigned by the Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and Company. This Agreement is free of any restrictions that would prevent the Customer from freely transferring the Residential Property. Company will not prohibit the sale, conveyance or refinancing of the Residential Property. Company may choose to file in the real estate records one or more precautionary UCC financing statements or fixture filings (collectively "Fixture Filing") that preserves their rights in the Equipment. The Fixture Filing is intended only to give notice of its rights relating to the Equipment and is not a lien or encumbrance against the Residential Property. Company shall explain the Fixture Filing to any subsequent purchasers of the Residential Property and any related lenders as requested. Company shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Residential Property.

20. **Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial**. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

21. **Modification**. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

22. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(Continue on Sheet No. 9.819)

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23. **Survival**. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.

24. **Notices**. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement and with respect to Company, sent to the attention of_____. Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

25. **Further Assurances**. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

26. **Entire Agreement**. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Customer

By: _____
(Signature)

_____
(Print or Type Name)

Date: _____

Florida Power & Light Company

By: _____
(Signature of Authorized Representative)

_____
(Print or Type Name)

Title: _____

Date: _____

Customer

By: _____
(Signature)

_____
(Print or Type Name)

Date: _____

NON-RESIDENTIAL OPTIONAL SUPPLEMENTAL POWER SERVICES AGREEMENT

THIS Non-Residential Optional Supplemental Power Services Agreement ("Agreement") is made and entered into this ____day of_____, 20__by and between_____, a_____, having its principal office at_____(hereafter, the "Customer") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (hereafter "Company") (each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to, the Optional Supplemental Power Services Rider, Rate Schedule OSP-1, as approved or subsequently revised by the FPSC (hereafter the "Rider") and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a Statement of Work ("SOW") for the purpose of providing an alternative source of power supply and/or power conditioning service in the event Customer's normal electric supply is disrupted (hereafter the "Service"), at the Customer facility located at_____(hereafter the "Facility").

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date**. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.

2. **Term of Agreement**. The term of this Agreement will commence on the Effective Date and will continue for ____years following the Commercial Operation Date as defined in Section 4(a) below (the "Term").

3. **Scope of Services**. Company will design, procure, install, own, operate and provide maintenance to all alternative sources of power supply and/or power conditioning equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Facility, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer.

4. **Design and Installation**. Company will design, procure, and install the Equipment pursuant to the requirements of the SOW.

   (a) Commercial Operation. Upon completion of the installation of the applicable Equipment in accordance with the requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for commercial operation, with the date of such notice being the "Commercial Operation Date".

   (b) Commencement of Monthly Service Payment Upon Commercial Operation Date. Customer's obligation to pay the applicable Customer's monthly Service payment, plus applicable fuel charges and taxes due from Customer pursuant to Section 6 (Customer Payments), shall begin on the Commercial Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.

5. **Equipment Maintenance; Alterations**. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under

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Section 12(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not manually operate or test Equipment, move, modify, remove, adjust, alter or change in any material way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

6. **Customer Payments**.

(a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Any monthly fuel charges specified in the SOW will be in addition to the Monthly Service Payment. Monthly fuel charges, if applicable, will be recalculated annually by Company in accordance with the Rider, and such recalculated monthly fuel charges shall be effective upon written notice to Customer. Applicable taxes will also be included in or added to the Monthly Service Payment and any fuel charges. In the event that Company agrees to a Customer's request to connect Equipment on the Company's side of the billing meter, energy provided by such Equipment will be billed under the Customer's otherwise applicable general service rate schedule.

(b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of $5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law. Further if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.

7. **Customer Credit Requirements**. At the discretion of the Company and subject to the confidentiality obligations set forth in this Agreement, Company may request and Customer shall provide Company with the most recent financial statements of each of the Customer and/or its parent company and with such other documents, instruments, agreements and other writings to determine the creditworthiness of Customer. The Company may also use debt ratings provided by the major credit rating agencies or consult other credit rating services to determine Customer creditworthiness. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tariff for the surety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 13(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.

(Continue on Sheet No. 9.822)

(Continued from Sheet No. 9.821)

8. **Grant of Easement to Company**. Customer hereby grants Company an access easement to the Facility sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Facility to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access"). Upon execution of this Agreement and the Parties agreement to the Equipment location, Company shall obtain a legal description of the necessary Access locations and provide Customer with an applicable easement form for Customer's approval and signature. The Customer must also obtain and provide mortgage subordinations, as necessary to protect the Company's right of Access. Upon receiving the signed easement form and any associated mortgage subordinations, the Company shall record Company's easement rights in the public records of the County where the Facility is located. All such costs related thereto shall be the included as part of calculating the Customer's Monthly Service Payment. Failure to provide the above requested documents in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Customer agrees that it will not interfere with Company's right of access to the Facility as reasonably necessary for (i) Company's laydown and installation of the Equipment, (ii) Company's maintenance and/or removal of Equipment, and (iii) Company's performance of the Service.

9. **Company Operation and Testing of Equipment**. The Company shall have the exclusive right to manually and/or remotely operate the Equipment, and, except as expressly provided in the SOW, has the right to manually and/or remotely operate the Equipment at all times it deems appropriate, including, but not limited to, for the purpose of testing the Equipment to verify that it will operate within required parameters.

10. **Customer Responsibilities**. Except for an agreed upon Change (as defined in the SOW), the Customer shall not modify its electrical system at the Facility in a manner that exceeds the capacity of the Equipment. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Facility. The Customer shall be obligated, at its sole expense, to keep the Facility free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to Section 9, or (iii) cause damage to the Equipment.

11. **Permits and Regulatory Requirements**. Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permits.

12. **Title and Risk of Loss**.

Title. The Customer agrees that Equipment installed at the Facility is and will remain the sole property of Company unless and until such time as the Customer exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 12(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Facility and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions, as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Facility.

(Continue on Sheet No. 9.823)

(Continued from Sheet No. 9.822)

(a) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Facility.

(b) Risk of Loss to Equipment (Customer Responsibility). **CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE FACILITY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS EMPLOYEES, CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 18(b) OR UNDER ANY OTHERAVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY, A "CUSTOMER CASUALTY")**. Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.

(c) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

13. Expiration or Termination of Agreement.

(a) **Early Termination for Convenience by Customer**. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-hundred eighty (180) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 7 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company. Company retains the right to invoice Customer based upon actual salvage value within one-hundred eighty (180) days of the date of the Company's removal of Equipment.

(Continue on Sheet No. 9.824)

(Continued from Sheet No. 9.823)

(b) **Early Termination by Company for Convenience or by Company Due to Change in Law**. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least one-hundred eighty (180) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 13(b), Customer must choose to either: (i) Purchase the Equipment upon payment of (A) a transfer price mutually agreeable to Company and Customer, plus (B) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (C) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (D) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, minus (E) any cash security held by the Company under this Agreement; or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.

(c) **Early Termination of Agreement for Cause**. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within five (5) business days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 20, Customer sells, transfers or otherwise disposes of the Facility; (v) Customer or any guarantor of Customer's obligations or liabilities hereunder ("Guarantor") sells, transfers or otherwise dispose of all or substantially all of its assets; (vi) Customer or Guarantor enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors; (vii) any representation or warranty made by Customer or Guarantor or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (viii) Customer removes or allows a third party to remove, any portion of the Equipment from the Facility.

i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Facility (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

(Continue on Sheet No. 9.825)

(Continued from Sheet No. 9.824)

ii. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Facility (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

iii. Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to Section 13(e), or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(d) **Expiration of Agreement**. At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer, (ii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) plus applicable taxes, plus any outstanding Monthly Service Payments, fuel charges and applicable taxes, for Service provided to Customer prior to the expiration of the Term, or (iii) to request that Company remove the Equipment and for Customer to pay Company the Termination Fee. In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month basis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date Customer provides written notice to Company to change its election to option (iii) above.

(e) **Customer Purchase Option**. Pursuant to a purchase option under Section 13(c), Section 13(d), or Section 20, the Customer may elect to purchase and take title to the Equipment upon payment of (i) the greater of (A) Company's unrecovered capital cost of the Equipment, or (B) the mutually agreed upon fair market value of the Equipment, plus (ii) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (iii) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (iv) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination; minus (v) any cash security held by the Company under this Agreement. Company will invoice Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and payable by Customer within thirty (30) days of the date of such invoice. If Customer and Company cannot reach agreement as to the fair market value of the Equipment within thirty (30) days of Customer's election of the purchase option, then such purchase option will expire and Customer must proceed subject to and pay the Termination Fee pursuant to Section 13(a).

(Continue on Sheet No. 9.826)

(Continued from Sheet No. 9.825)

(f) **Termination of Easements**. Following expiration or termination of this Agreement and satisfaction of all Customer obligations under this Section 13, Company shall provide Customer with a release of Easements in a form mutually agreed upon between the Parties.

14. Warranty and Representations.

(a) Company's Disclaimer of Express and/or Implied Warranties. **CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THEEQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE FACILITY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.**

(b) Customer Representations and Warranties. The Customer represents and warrants that (i) the Facility at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Facility will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Facility is accurate and complete; (iv) Customer holds title to the real property on which the Facility is located or has the right of possession of the real property on which the Facility is located for the Term; and (v) Customer has the right to grant Company easement rights related to the real property on which the Facility is located, or has the right to require the owner of the real property on which the Facility is located to grant Company such easement rights.

15. LIMITATIONS OF LIABILITY.

(a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.

(b) SUBJECT TO SECTION 15(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.

(Continue on Sheet No. 9.827)

(Continued from Sheet No. 9.826)

(c) THE LIMITATIONS OF LIABILITY UNDER SECTION 15(a) AND SECTION 15(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c).

Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 15.

Agreed and accepted by Customer:_____(Initials)

16. **Force Majeure**. An event of Force Majeure shall have the meaning as set forth in Technical Terms and Abbreviations of the Company Tariff. If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.

17. **Confidentiality**. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by a disclosing Party or otherwise ("Disclosing Party"), which is disclosed to a receiving Party ("Receiving Party"). Confidential Information shall not be used for any purpose other than for purposes of this Agreement. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard. Except to the extent required by applicable law, Customer shall not make any public statements that reference the name of Company or its affiliates without the prior written consent of Company.

18. **Insurance and Indemnity**.

(a) Insurance to Be Maintained by the Company.

i. At any time that the Company is performing Services under this Agreement at the Customer Facility, the Company shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million ($1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million ($1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million ($2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million ($1,000,000.00) Dollars per accident, by disease and per policy and per employee.

ii. Upon the request of Customer, the Company shall provide the Customer with insurance certificates which provide evidence of the insurance coverage under this Agreement.

(Continued on Sheet No. 9.828)

(Continued from Sheet No. 9.827)

iii. Notwithstanding any other requirement set forth in this Section 18(a), Company may meet the above required insurance coverage and limits with any combination of primary, excess, or self-insurance. In the event Company self-insures any of the above required coverages, Company will provide Customer with a letter of self-insurance upon written request by Customer.

(b) Insurance to Be Maintained by the Customer.

i. The Customer, during and throughout the Term of this Agreement, shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million ($1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million ($1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million ($2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million ($1,000,000.00) Dollars per accident, by disease and per policy and per employee. With respect to insurance required in (i), (ii), and (iii) above, Customer shall name Company as an additional insured and provide a waiver of subrogation in favor of Company.

ii. In the event Customer is subject to Section 768.28 Florida Statutes, Customer acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that Customer is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of Two Hundred Thousand ($200,000.00) Dollars per person and Three Hundred Thousand ($300,000.00) Dollars per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Customer shall also maintain workers' compensation insurance in accordance with Chapter 440, Florida Statutes. Coverage shall also include Employers' Liability coverage with limits of One Million ($1,000,000.00) Dollars per accident.

(c) Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

19. **Non-Waiver**. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

20. **Assignment**. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(e) or, this Agreement may be assigned by the Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and Company.

(Continue on Sheet No. 9.829)

(Continued from Sheet No. 9.828)

21. **Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial**. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

22. **Modification**. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

23. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24. **Survival**. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.

25. **Notices**. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement, and with respect to Company, sent to the attention of_____. Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

26. **Further Assurances**. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

27. **Governmental Entities**. For those Customers which are a governmental entity of the State of Florida or political subdivision thereof ("Governmental Entity"), to the extent the Governmental Entity is legally barred by Florida state or federal law from executing or agreeing to any provision of this Agreement, then such provision of this Agreement will be deemed modified to the extent necessary to make such provisions consistent with Florida state or federal law. The remainder of this Agreement shall not be affected thereby and will survive and be enforceable.

(Continue on Sheet No. 9.830)

(Continued from Sheet No. 9.829)

28. **Entire Agreement**. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Customer	**Florida Power & Light Company**
By:_____	By: _____
(Signature of Authorized Representative)	(Signature of Authorized Representative)
_____	_____
(Print or Type Name)	(Print or Type Name)
Title:_____	Title: _____
Date:_____	Date: _____

COMMERCIAL ELECTRIC VEHICLE CHARGING SERVICES AGREEMENT

This Commercial Electric Vehicle Charging Services Agreement ("Agreement") is made and entered into this _____day of_____, 20____by and between_____, a_____, having its principal office at _____(hereafter, the "Customer") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (hereafter "Company") (each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to, the Commercial Electric Vehicle Charging Services Rider, Rate Schedule [CEVCS-1], as approved or subsequently revised by the FPSC and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a Statement of Work ("SOW") for the purpose of providing commercial electric vehicle charging infrastructure (hereafter the "Service"), at the Customer facility located at _____(hereafter the "Facility").

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date**. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.

2. **Term of Agreement**. The term of this Agreement (the "Term") will commence on the Effective Date and will continue for ten (10) years following the date on which Company delivers notice to Customer that the Equipment is ready for commercial operation (the "Commercial Operation Date").

3. **Scope of Services**. Company will design, procure, install, own, operate and provide maintenance to electric vehicle charging equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Facility, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. The Company reserves the right to remotely control charging session schedules and/or curtail the energy delivered by the Equipment at any time. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer. Customer acknowledges and agrees that Company and/or its contractors (i) will gather data and information from the Equipment and (ii) have the rights to use such data, including the right to own any derivative works created using such data.

4. **Equipment Maintenance; Alterations**. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under Section 11(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not move, modify, remove, adjust, alter or change in any material way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 4 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

5. **Relocation.** Relocation of Equipment: Upon reasonable prior written notice from Customer, Company agrees to relocate Equipment at Customer's sole expense to a location mutually agreed upon by the Parties within the same Customer site. If Customer so desires to relocate the Equipment, Customer shall provide written notice to Company. A Company representative will provide Customer with a written estimate of costs to relocate the Equipment within 90 days of receipt of the written notice from Customer to relocate Equipment. Customer agrees that such estimate is provided for informational purposes only and that Customer is responsible for all actual costs incurred for the shut-down, relocation, and reinstallation of Equipment. Customer shall pay Company such amount of actual costs for the relocation of Equipment within 90 days of the services performed by Company.

6. **Customer Payments**.

   (a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Applicable taxes will also be included in or added to the Monthly Service Payment. Customer's obligation to pay the Monthly Service Payment, plus applicable taxes due, shall begin on the Commercial Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.

(Continued on Sheet No. 9.834)

(Continued from Sheet No. 9.833)

(b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of $5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law.

7. **Customer Credit Requirements**. At the discretion of the Company and subject to the confidentiality obligations set forth in this Agreement, Company may request and Customer shall provide Company with the most recent financial statements of each of the Customer and/or its parent company and with such other documents, instruments, agreements and other writings to determine the creditworthiness of Customer. The Company may also use debt ratings provided by the major credit rating agencies or consult other credit rating services to determine Customer creditworthiness. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tariff for the surety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 12(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.

8. **Grant of Access**. Customer hereby grants Company access to the Facility sufficient to allow Company, in Company's sole discretion, to (i) laydown, stage and install the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement, including required distribution services, equipment and needs. In the event that Company, in its sole discretion, determines that an easement is necessary for the purpose of connecting the Equipment to the electrical grid, then Customer shall grant Company an easement in a mutually agreeable location in, on, over, under, through and across a portion of the Facility to be identified by the Parties on the Company's customary form. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Facility to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access"). Upon execution of this Agreement and the Parties agreement to the Equipment location, Company shall obtain a legal description of the necessary Access locations. The Customer must also obtain and provide mortgage subordinations, as necessary to protect the Company's right of Access. Failure to provide any Company-requested documents in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Customer agrees that it will not interfere with Company's right of access to the Facility as reasonably necessary for (i) Company's laydown and installation of the Equipment, (ii) Company's maintenance and/or removal of Equipment, and (iii) Company's performance of the Service.

9. **Company Testing of Equipment**. The Company shall have the exclusive right to manually and/or remotely test the Equipment to verify that it will operate within required parameters.

10. **Customer Responsibilities**. The Customer shall not modify its electrical system at the Facility in a manner that adversely impacts the Equipment or its use. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Facility. The Customer shall be obligated, at its sole expense, to keep the Facility free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's testing of the Equipment pursuant to Section 8, or (iii) cause damage to the Equipment.

(Continued on Sheet No. 9.835)

(Continued from Sheet No. 9.834)

11. **Permits and Regulatory Requirements**. Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permits.

12. **Title and Risk of Loss**.

(a) Title. The Customer agrees that Equipment installed at the Facility is and will remain the sole property of Company unless and until the end of the original Term (or upon any earlier termination if the Company elects to not remove the Equipment). Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service but will not degrade the capability. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 11(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Facility and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more UCC financing statements or fixture filings or take similar action, as applicable, in such jurisdictions, as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Facility or the state of Florida.

(b) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Facility.

(c) Risk of Loss to Equipment (Customer Responsibility). **CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE FACILITY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS EMPLOYEES, CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 17(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY, A "CUSTOMER CASUALTY")**. Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.

(d) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right, but not the obligation, to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

13. **Expiration or Termination of Agreement**.

(a) **Early Termination for Convenience by Customer**. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least sixty (60) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less any salvage value of Equipment

(Continued on Sheet No. 9.836)

(Continued from Sheet No. 9.835)

removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 6 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company.

(b) **Early Termination by Company for Convenience or by Company Due to Change in Law**. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least sixty (60) days prior to the effective date of termination, or, in whole or in part, upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 12(b), Customer must choose to either: (i) Purchase the Equipment upon payment of a transfer price mutually agreeable to Company and Customer, negotiated in good faith; or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.

(c) **Early Termination of Agreement for Cause**. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within thirty (30) days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) subject to Section 19, Customer sells, transfers or otherwise disposes of the Facility; (v) Customer or any guarantor of Customer's obligations or liabilities hereunder ("Guarantor") sells, transfers or otherwise dispose of all or substantially all of its assets; (vi) Customer or Guarantor enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors; (vii) any representation or warranty made by Customer or Guarantor or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (viii) Customer removes or allows a third party to remove, any portion of the Equipment from the Facility.

i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 12(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Facility (who has not assumed the Agreement pursuant to Section 19) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

ii. Upon a termination for cause by Customer, Customer must choose to either (i) purchase the Equipment upon payment of a transfer price mutually agreeable to Company and Customer, negotiated in good faith, or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(d) **Expiration of Agreement**. At the end of the Term and subject to Customer making payments of all outstanding amounts due, title to the Equipment shall transfer to Customer at no additional charge. Thereafter, Customer shall be responsible (i) for payment of all electric usage by the Equipment pursuant to the Company's Electric Tariff and Company shall be permitted to make any needed adjustments to the Equipment; and (ii) Customer shall be responsible for all maintenance and other costs related to ownership of the Equipment.

(Continued on Sheet No. 9.837)

(Continued from Sheet No. 9.836)

14. Warranty and Representations.

(a) Company's Disclaimer of Express and/or Implied Warranties. **CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE FACILITY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.**

(b) Customer Representations and Warranties. The Customer represents and warrants that (i) the Facility at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Facility will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Facility is accurate and complete; (iv) Customer holds title to the real property on which the Facility is located or has the right of possession of the real property on which the Facility is located for the Term; and (v) Customer has the right to grant Company access and/or easement rights related to the real property on which the Facility is located, or has the right to require the owner of the real property on which the Facility is located to grant Company such access and/or easement rights.

15. LIMITATIONS OF LIABILITY.

(a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.

(b) SUBJECT TO SECTION 14(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.

(c) THE LIMITATIONS OF LIABILITY UNDER SECTION 14(a) AND SECTION 14(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 17(c).

Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 14.

Agreed and accepted by Customer:_____(Initials)

(Continued on Sheet No. 9.838)

(Continued from Sheet No. 9.837)

16. **Force Majeure**. An event of Force Majeure shall have the meaning as set forth in Technical Terms and Abbreviations of the Company Tariff.. If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.

17. **Confidentiality**. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by a disclosing Party or otherwise ("Disclosing Party"), which is disclosed to a receiving Party ("Receiving Party"). Confidential Information shall not be used for any purpose other than for purposes of this Agreement. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard. Except to the extent required by applicable law, Customer shall not make any public statements that reference the name of Company or its affiliates without the prior written consent of Company.

18. Insurance and Indemnity.

(a) Insurance to Be Maintained by the Company.

i. At any time that the Company is performing Services under this Agreement at the Customer Facility, the Company shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million ($1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million ($1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million ($2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million ($1,000,000.00) Dollars per accident, by disease and per policy and per employee.

ii. Notwithstanding any other requirement set forth in this Section 17(a), Company may meet the above required insurance coverage and limits with any combination of primary, excess, or self-insurance.

(b) Insurance to Be Maintained by the Customer.

i. The Customer, during and throughout the Term of this Agreement, shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million ($1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million ($1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million ($2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million ($1,000,000.00) Dollars per accident, by disease and per policy and per employee. With respect to insurance required in (i), (ii), and (iii) above, Customer shall name Company as an additional insured and provide a waiver of subrogation in favor of Company.

(Continued on Sheet No. 9.839)

(Continued from Sheet No. 9.838)

i. In the event Customer is subject to Section 768.28 Florida Statutes, Customer acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that Customer is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of Two Hundred Thousand ($200,000.00) Dollars per person and Three Hundred Thousand ($300,000.00) Dollars per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Customer shall also maintain workers' compensation insurance in accordance with Chapter 440, Florida Statutes. Coverage shall also include Employers' Liability coverage with limits of One Million ($1,000,000.00) Dollars per accident.

(c) Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

19. Non-Waiver. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

20. Assignment. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property in the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 6 (Customer Credit Requirements), such sale shall be considered an early termination of this Agreement by Customer unless the Company agrees in writing to an assignment of this Agreement to the purchaser of the real property

21. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

22. Modification. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

23. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24. Survival. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.

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(Continued from Sheet No. 9.839)

25. **Notices**. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement. Each Party shall have the right to change the place to which notices shall be sent or delivered by similar notice sent or delivered in like manner to the other Party.

26. **Further Assurances**. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

27. **Governmental Entities**. For those Customers which are a governmental entity of the State of Florida or political subdivision thereof ("Governmental Entity"), to the extent the Governmental Entity is legally barred by Florida state or federal law from executing or agreeing to any provision of this Agreement, then such provision of this Agreement will be deemed modified to the extent necessary to make such provisions consistent with Florida state or federal law. The remainder of this Agreement shall not be affected thereby and will survive and be enforceable.

28. **Entire Agreement**. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Customer	**Florida Power & Light Company**
By:_____ (Signature of Authorized Representative)	By:_____ (Signature of Authorized Representative)
_____ (Print or Type Name)	_____ (Print or Type Name)
Title:_____	Title:_____
Date:_____	Date:_____

OPTIONAL RESIDENTIAL ELECTRIC VEHICLE CHARGING AGREEMENT (RS-1EV Closed Agreement)

This Optional Residential Electric Vehicle Charging Agreement ("Agreement") is made and entered into this_____day of _____, 20__by and between_____(the "Customer"), having a primary residence located at _____(the "Residential Property") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (the "Company") (each a "Party" and collectively the "Parties"). The Service provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to, the Residential Electric Vehicle Charging Services Rider Pilot, Rate Schedule [RS-1EV], as approved or subsequently revised by the FPSC and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff").

WHEREAS, the Customer hereby applies to Company for receipt of service to provide residential electric vehicle ("EV") charging service (the "Service") at the Residential Property.

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date**. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below.

2. **Term of Agreement**. The term of this Agreement (the "Term") will commence on the Effective Date and will continue for ten (10) years following the date on which the Company gives notice that the Equipment is ready for operation (the "Residential Operation Date").

3. **Scope of Services**. Company will design, procure, install (as further elected below), own, operate, and provide maintenance to EV charging equipment for one electric vehicle, including a Level 2 EV charger ("Equipment") to furnish the Service which includes receiving data, service fees and overnight and weekend charging for the Customer's EV only. The Company reserves the right to remotely control charging session schedules and/or curtail the energy delivered by the Equipment. Customer shall allow Company to establish connectivity with the Level 2 EV charger using Customer's internet service provider as either a primary or back-up means of communication. In such cases, either a Wi-Fi connection to Customer's router or a hardwired Ethernet connection shall be facilitated by the Customer. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer. Customer acknowledges and agrees that Company and/or its contractors (i) will gather data and information from the Equipment and (ii) have the rights to use such data, including the right to own any derivative works created using such data.

   Customer selects the following installation service:

   ☐ Full Installation. Includes addition of a 240V circuit (assuming Customer has at least two appropriate breaker slots available), design calculations, permitting and up to 15 foot 50A branch circuit.

   ☐ Equipment Only Installation. Customer provides a dedicated, permitted and installed 240V circuit in garage.

4. **Equipment; Maintenance; Access**. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. The Customer shall not move, modify, remove, adjust, alter or change in any material way the Equipment, except in the event of an emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. Customer hereby grants Company access rights on the Residential Property sufficient to allow Company to perform the Services under this Agreement.

   Company shall, or through its subcontractors, be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permit.

5. **Monthly Service Payment**.

   Customer shall commence payment of the Monthly Service Payment, plus any applicable taxes, on the Residential Operation Date in accordance with the General Rules and Regulations for Electric Service. Any partial month will be paid on a pro rata basis. The Monthly Service Payment shall be as set forth in the Residential Electric Vehicle Charging Services Rider Pilot, Rate Schedule (referenced above).

6. **Title and Risk of Loss**. Customer acknowledges and agrees that (i) the Equipment is personal property, will be removable and will not be a fixture or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no

(Continued on Sheet No. 9.844)

(Continued from Sheet No. 9.843)

ownership interest in the Equipment. Title shall only transfer to the Customer at the end of the original Term (or upon any earlier termination if the Company elects to not remove the Equipment). Customer shall keep the Equipment free from any liens by third parties and shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.

Customer shall bear all risk of loss or damage of any kind with respect to all or any part of the Equipment located at the Residential Property to the extent such loss or damage is caused by weather or the actions, negligence, willful misconduct or gross negligence of Customer, its contractors, agents, invitees and/or guests or any other damage which is required to be covered by insurance (collectively a "Customer Casualty"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company. In the event the Equipment is damaged and is not a Customer Casualty, the Company will (i) repair or replace the Equipment at Company's cost, or (ii) terminate this Agreement for its convenience upon written notice to Customer.

7. **Expiration or Termination of Agreement**. Customer has the right to terminate this Agreement for its convenience upon written notice to Company on at least thirty (30) days prior notice. Upon any such termination prior to the fifth anniversary of the Residential Operation Date, Customer shall be responsible to pay a termination fee in an amount equal to the cost to uninstall, remove and redeploy the Equipment plus all outstanding Monthly Service Payments due and owing (collectively, the "Early Termination Cost"). Upon any such termination on or after the fifth anniversary of the Residential Operation Date, Customer shall elect to pay either (i) a termination fee in an amount equal to the Early Termination Cost or (ii) the remaining net book value of the Equipment to purchase the Equipment plus all outstanding Monthly Service Payments due and owing. Except in the case Customer elects option (ii) above, Company has the right, but not the obligation, to remove the Equipment for redeployment. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer on at least thirty (30) days prior notice or as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon such termination, the Company may elect to remove the Equipment or leave the equipment and transfer title to the Customer at no charge.

8. **Warranty**. Customer acknowledges and agrees that Company has not made any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the Company's obligations, Services and/or the Equipment. Customer acknowledges that there is no warranty implied by law, including the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and the implied warranty of custom or usage.

9. **Customer Representations and Warranties**. The Customer represents and warrants that (i) the placing of the Equipment at the Residential Property and Customer's performance of this Agreement will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (ii) all information provided by the Customer related to the Residential Property is accurate and complete; (iii) Customer has good and unencumbered title to the Residential Property either free and clear of any liens, mortgages or other encumbrances, or if any lien, mortgage or other encumbrance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment; (iv) Customer lives at the Residential Property, the Residential Property is a single-family home or townhome with an attached garage that receives RS-1 electric service from Company and is in good standing; and (v) Customer owns or leases an electric vehicle that is capable of being charged by the Equipment.

10. **Limitations of Liability** Customer acknowledges and agrees that the Company will use reasonable diligence to furnish a regular and uninterrupted supply of electric service at the agreed nominal voltage. Customer agrees Company shall not be liable to the Customer or any other person for complete or partial interruptions of service, fluctuations in voltage, or curtailment of service that may occur as a result of a variety of events and circumstances, including, without limitation: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; (e) events of an emergency or as necessary to maintain the safety and integrity of the Company's facilities; or (f) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure. In any such case, the Company will not be liable for damages, including, but not limited to, loss of revenues or production.

Company is not an insurer of losses or damages that might arise or result from EV charging equipment not operating as expected. Neither Company nor Customer shall be liable to the other for consequential, special, exemplary, indirect, or incidental losses or punitive damages under the Agreement, including loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, and Company and Customer each hereby release the other from any such liability. The provisions of this paragraph shall survive termination or expiration of this Agreement. The Company will not be liable to Customer for any damages to the EV charging equipment.

(Continued on Sheet No. 9.845)

(Continued from Sheet No. 9.844)

11. Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct.

12. **Confidentiality**. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) which is disclosed to Customer. Confidential Information shall not be disclosed without the prior written consent of Company.

13. **Insurance**. At any time that the Company is performing Services under this Agreement at the Residential Property, the Company shall, maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance. During and throughout the Term of this Agreement and until all amounts payable to the Company pursuant to this Agreement are paid in full, the Customer shall maintain a homeowner's property insurance policy with minimum limits equal to the value of the Residential Property and homeowner's liability insurance policy with minimum limits of Three Hundred Thousand ($300,000.00) Dollars.

14. **Assignment**. The Customer may not assign this Agreement without the consent of the Company. A sale of the Residential Property shall be treated as an early termination by Customer unless Company agrees in writing to an assignment of this Agreement to the purchaser of the Residential Property.

15. **Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial**. This Agreement shall be subject to and governed by the laws of the State of Florida, exclusive of conflicts of laws provisions. The Parties agree that any action or proceeding arising out of or related to this Agreement shall be brought in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

16. **Notices**. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested, or sent via overnight courier to such Party's address as set forth above.

17. **Miscellaneous**. Any waiver granted by a Party shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future. No modification, waiver or amendment of this Agreement shall be binding unless signed in writing by both Parties. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. If any provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Customer

By:_____
Printed Name:_____
Date: _____

Florida Power & Light Company

By: _____
Printed Name:_____
Title: _____
Date: _____

OPTIONAL RESIDENTIAL ELECTRIC VEHICLE CHARGING AGREEMENT (RS-2EV)

This Optional Residential Electric Vehicle Charging Agreement ("Agreement") is made and entered into this_____day of _____, 20__ by and between _____(the "Customer"), having a primary residence located at _____(the "Residential Property") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (the "Company") (each a "Party" and collectively the "Parties"). The Service provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to, the Residential Electric Vehicle Charging Services , Rate Schedule [RS-2EV], as approved or subsequently revised by the FPSC and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff").

WHEREAS the Customer hereby applies to Company for receipt of service to provide residential electric vehicle ("EV") charging service (the "Service") at the Residential Property.

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date**. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below.

2. **Term of Agreement**. The term of this Agreement (the "Term") will commence on the Effective Date and will continue for ten (10) years following the date on which the Company gives notice that the Equipment is ready for operation (the "Residential Operation Date").

3. **Scope of Services**. Company will design, procure, install (as further elected below), own, operate, and provide maintenance to EV charging equipment for one electric vehicle, including a Level 2 EV charger ("Equipment") to furnish the Service which includes receiving data, service fees and overnight and weekend charging for the Customer's EV only. The Company reserves the right to remotely control charging session schedules and/or curtail the energy delivered by the Equipment. Customer shall allow Company to establish connectivity with the Level 2 EV charger using Customer's internet service provider as either a primary or back-up means of communication. In such cases, either a Wi-Fi connection to Customer's router or a hardwired Ethernet connection shall be facilitated by the Customer. For the avoidance of doubt, it is the Parties' intent that this Agreement: (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental, or lease of the Equipment by Company to Customer. Customer acknowledges and agrees that Company and/or its contractors (i) will gather data and information from the Equipment and (ii) have the rights to use such data, including the right to own any derivative works created using such data.

   Customer selects the following installation service:

   ☐ Full Installation Includes addition of a 240V circuit (assuming Customer has at least two appropriate breaker slots available), design calculations, permitting and up to 15-foot 50A branch circuit.

   ☐ Equipment Only Installation. Customer provides a dedicated, permitted and installed 240V circuit.

4. **Equipment; Maintenance; Access**. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. The Customer shall not move, modify, remove, adjust, alter, or change in any material way the Equipment, except in the event of an emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. Customer hereby grants Company access rights on the Residential Property sufficient to allow Company to perform the Services under this Agreement.

   Company shall, or through its subcontractors, be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permit.

5. **Monthly Service Payment**. Customer shall commence payment of the Monthly Service Payment, plus any applicable taxes, on the Residential Operation Date in accordance with the General Rules and Regulations for Electric Service. Any partial month will be paid on a pro rata basis. The Monthly Service Payment shall be as set forth in the Residential Electric Vehicle Charging Services, Rate Schedule (referenced above). Offering is treated as a sale from a tax perspective. Capital cost is financed at Utility's overall rate of return as approved by the Florida Public Service Commission. These can be viewed at FPL.COM/EV

6. **Title and Risk of Loss**. Customer acknowledges and agrees that (i) the Equipment is personal property, will be removable and will not be a fixture or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no

(Continued on Sheet No. 9.847)

(Continued from Sheet No. 9.846)

ownership interest in the Equipment. Title shall only transfer to the Customer at the end of the original Term (or upon any earlier termination if the Company elects to not remove the Equipment). Customer shall keep the Equipment free from any liens by third parties and shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.

Customer shall bear all risk of loss or damage of any kind with respect to all or any part of the Equipment located at the Residential Property to the extent such loss or damage is caused by weather or the actions, negligence, willful misconduct or gross negligence of Customer, its contractors, agents, invitees and/or guests or any other damage which is required to be covered by insurance (collectively a "Customer Casualty"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company. In the event the Equipment is damaged and is not a Customer Casualty, the Company will (i) repair or replace the Equipment at Company's cost, or (ii) terminate this Agreement for its convenience upon written notice to Customer.

7. **Expiration or Termination Transfer of Agreement**. Customer has the right to (i) terminate, (ii) transfer agreement to new premise, (iii) or transfer agreement to new owner. In case of (i), Customer must pay pro-rated amount of equipment and installation plus $50 penalty (Termination), to make Company whole for installed costs. In case of (ii), Customer must pay to remove equipment from existing premise and re-install in new premise. New premise must be within FPL territory, otherwise Termination applies. Customer will continue making payments under existing Agreement at new premise. In case of (iii) Customer must pay $50 admin fee to unenroll existing customer and transfer Agreement in the name of new owner of premise. In all cases above, fees will differ depending on if installation is full or equipment only, and Customer must pay any and all outstanding monthly service payments. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer on at least thirty (30) days prior notice or as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon such termination, the Company may elect to remove the Equipment or leave the equipment and transfer title to the Customer at no charge. Upon expiration of Agreement, Company will leave equipment at premise and transfer title to Customer at no charge.

8. **Warranty**. Customer acknowledges and agrees that Company has not made any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the Company's obligations, Services and/or the Equipment. Customer acknowledges that there is no warranty implied by law, including the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and the implied warranty of custom or usage.

9. **Customer Representations and Warranties**. The Customer represents and warrants that (i) the placing of the Equipment at the Residential Property and Customer's performance of this Agreement will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (ii) all information provided by the Customer related to the Residential Property is accurate and complete; (iii) Customer has good and unencumbered title to the Residential Property either free and clear of any liens, mortgages or other encumbrances, or if any lien, mortgage or other encumbrance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment; (iv) Customer lives at the Residential Property, the Residential Property is a single-family home or townhome with an attached garage that receives RS-1 electric service from Company and is in good standing; and (v) Customer owns or leases an electric vehicle that is capable of being charged by the Equipment. The Company may allow installation of chargers outside the customer's home at the Company's discretion.

10. **Limitations of Liability.** Customer acknowledges and agrees that the Company will use reasonable diligence to furnish a regular and uninterrupted supply of electric service at the agreed nominal voltage. Customer agrees Company shall not be liable to the Customer or any other person for complete or partial interruptions of service, fluctuations in voltage, or curtailment of service that may occur as a result of a variety of events and circumstances, including, without limitation: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; (e) events of an emergency or as necessary to maintain the safety and integrity of the Company's facilities; or (f) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure,. In any such case, the Company will not be liable for damages, including, but not limited to, loss of revenues or production.

Company is not an insurer of losses or damages that might arise or result from EV charging equipment not operating as expected. Neither Company nor Customer shall be liable to the other for consequential, special, exemplary, indirect or incidental losses or punitive damages under the Agreement, including loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, and Company and Customer each hereby release the other from any such liability. The provisions of this paragraph shall survive termination or expiration of this Agreement. The Company will not be liable to Customer for any damages to the EV charging equipment.

(Continued on Sheet No. 9.848)

(Continued from Sheet No. 9.847)

11. **Indemnity.** The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct.

12. **Confidentiality**. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) which is disclosed to Customer. Confidential Information shall not be disclosed without the prior written consent of Company.

13. **Insurance**. At any time that the Company is performing Services under this Agreement at the Residential Property, the Company shall, maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance. During and throughout the Term of this Agreement and until all amounts payable to the Company pursuant to this Agreement are paid in full, the Customer shall maintain a homeowner's property insurance policy with minimum limits equal to the value of the Residential Property and homeowner's liability insurance policy with minimum limits of Three Hundred Thousand ($300,000.00) Dollars.

14. **Assignment**. The Customer may not assign this Agreement without the consent of the Company. A sale of the Residential Property shall be treated as an early termination by Customer unless Company agrees in writing to an assignment of this Agreement to the purchaser of the Residential Property.

15. **Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial**. This Agreement shall be subject to and governed by the laws of the State of Florida, exclusive of conflicts of laws provisions. The Parties agree that any action or proceeding arising out of or related to this Agreement shall be brought in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

16. **Notices**. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested, or sent via overnight courier to such Party's address as set forth above.

17. **Miscellaneous**. Any waiver granted by a Party shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future. No modification, waiver or amendment of this Agreement shall be binding unless signed in writing by both Parties. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. If any provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Customer

By:_____

Printed Name:_____

Date:_____

Florida Power & Light Company

By:_____

Printed Name:_____

Title:_____

Date:_____

SOLAR POWER FACILITIES SERVICE AGREEMENT

This Solar Power Facilities Service Agreement ("Agreement") is made and entered into this_____day of_____, 20____, by and between_____, a [insert entity type], having its principal office at_____(the "Customer") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (the "Company") (each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to, the Solar Power Facilities Service Rider, Rate Schedule [SPF-1], as approved or subsequently revised by the FPSC and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company, as more specifically described in a Statement of Work ("SOW") for the installation and maintenance of solar structures, and related equipment, such as lighting and batteries (the "Service"), at the Customer facility located at_____(the "Facility").

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date**. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.

2. **Term of Agreement**. The term of this Agreement (the "Term") will commence on the Effective Date and will continue for not less than 5 years, the date on which Company delivers notice to Customer that the Equipment is ready for commercial operation (the "Commercial Operation Date") Customer may, at its sole discretion, extend the Agreement for on-going maintenance after the Term is complete.

3. **Scope of Services**. Company will design, permit, procure, install, own, operate and provide maintenance to all solar structures, such as solar trees and solar canopies, and related equipment, such as lighting and batteries ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment may be removed at the end of the term, at the Company's sole option and unless otherwise extended, (ii) Company will own the Equipment, and Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer. Company shall have the right to access and use of Customer's electrical systems for purposes of powering Company's computer equipment used in monitoring the power generated by the Equipment. If Customer has internet access, it will permit Company access to be used in connection with such power monitoring systems. Customer acknowledges and agrees that Company and/or its contractors (i) will gather data and information from the Equipment and (ii) have the rights to use such data, including the right to own any derivative works created using such data.

4. **Equipment Maintenance; Alterations**. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW.

5. **Customer Payments.**

   (a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Customer's obligation to pay the Monthly Service Payment, plus applicable charges and taxes, shall begin on the Commercial Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.

   (b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of $5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law. Further if the Customer fails to make any undisputed payment

(Continued on Sheet No. 9.850)

(Continued from Sheet No. 9.849)

owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.

(c) Customer may make an upfront payment up to 30% of installed costs; any upfront payment above 30% of installed costs must be mutually agreed upon by Company and Customer.

6. **Customer Credit Requirements**. At the discretion of the Company and subject to the confidentiality obligations set forth in this Agreement, Company may request and Customer shall provide Company with the most recent financial statements of each of the Customer and/or its parent company and with such other documents, instruments, agreements and other writings to determine the creditworthiness of Customer. The Company may also use debt ratings provided by the major credit rating agencies or consult other credit rating services to determine Customer creditworthiness. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tariff for the surety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 11(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.

7. **Grant of Access**. Customer hereby grants Company access to the Facility sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement, including required distribution services, equipment and needs. In the event that Company, in its sole discretion, determines that an easement is necessary for the purpose of connecting the Equipment to the electrical grid, then Customer shall grant Company an easement in a mutually agreeable location in, on, over, under, through and across a portion of the Facility to be identified by the Parties on the Company's customary form. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Facility to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access"). Upon execution of this Agreement and the Parties agreement to the Equipment location, Company shall obtain a legal description of the necessary Access locations. The Customer must also obtain and provide mortgage subordinations, as necessary to protect the Company's right of Access. Failure to provide the above requested documents in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Customer agrees that it will not interfere with Company's right of access to the Facility as reasonably necessary for (i) Company's laydown and installation of the Equipment, (ii) Company's maintenance and/or removal of Equipment, and (iii) Company's performance of the Service.

8. **Customer Responsibilities**. The Customer shall be obligated, at its sole expense, to keep the Facility free and clear of anything that may (i) impair the maintenance or removal of Equipment, or (ii) cause damage to the Equipment.

9. **Permits and Regulatory Requirements**. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permits.

10. **Title and Risk of Loss**.

(a) Title The Customer agrees that Equipment installed at the Facility is and will remain the sole property of Company unless and until such time as the Customer purchases the Equipment as set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 10(a). The Parties agree that the Equipment is personal property of Company and not a fixture

(Continued on Sheet No. 9.851)

(Continued from Sheet No. 9.850)

to the Facility and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more UCC financing statements or fixture filings, as applicable, in such jurisdictions, as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Facility. The Company will collect and own the data related to usage of the Equipment.

(b) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Facility.

(c) Risk of Loss to Equipment (Customer Responsibility). **CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE FACILITY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS EMPLOYEES, CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 16(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY, A "CUSTOMERCASUALTY")**. Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.

(d) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

11. Expiration or Termination of Agreement.

(a) **Early Termination for Convenience by Customer**. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-hundred eighty (180) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 6 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company.

(b) **Early Termination by Company for Convenience or by Company Due to Change in Law**. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least one-hundred eighty (180) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 11(b), Customer must choose to either: (i) purchase the Equipment upon payment of a transfer price mutually

(Continue on Sheet No. 9.852)

(Continued from Sheet No.9.851)

agreeable to Company and Customer; or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.

(c) **Early Termination of Agreement for Cause**. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within thirty (30) days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 19, Customer sells, transfers or otherwise disposes of the Facility; (v) Customer or any guarantor of Customer's obligations or liabilities hereunder ("Guarantor") sells, transfers or otherwise dispose of all or substantially all of its assets; (vi) Customer or Guarantor enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors; (vii) any representation or warranty made by Customer or Guarantor or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (viii) Customer removes or allows a third party to remove, any portion of the Equipment from the Facility.

i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 11(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Facility (who has not assumed the Agreement pursuant to Section 19) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

ii. Upon a termination for cause by Customer, Customer must choose to either (i) purchase the Equipment upon payment of a transfer price mutually agreeable to Company and Customer, or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(d) **Expiration of Agreement**. At end of Term of the Agreement, ownership and title of equipment shall transfer to customer at no additional charge except for all outstanding monthly service payments and any applicable taxes. For the avoidance of doubt, Company has the right, but not the obligation, to access any and all Equipment, at its sole discretion during term of the Agreement.

(Continued on Sheet No. 9.853)

(Continued from Sheet No. 9.852)

12. **Warranty and Representations**.

(a) Company's Disclaimer of Express and/or Implied Warranties. **CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE FACILITY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.**

(b) Customer Representations and Warranties The Customer represents and warrants that (i) the Facility at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Facility will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Facility is accurate and complete; (iv) Customer holds title to the real property on which the Facility is located or has the right of possession of the real property on which the Facility is located for the Term; and (v) Customer has the right to grant Company access and/or easement rights related to the real property on which the Facility is located, or has the right to require the owner of the real property on which the Facility is located to grant Company such access and/or easement rights.

13. **LIMITATIONS OF LIABILITY**.

(a) **IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.**

(b) **SUBJECT TO SECTION 13(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.**

(c) **THE LIMITATIONS OF LIABILITY UNDER SECTION 13(a) AND SECTION 13(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 16(c).**

Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 13.

Agreed and accepted by Customer:_____(Initials)

(Continue on Sheet No. 9.854)

(Continued from Sheet No. 9.853)

14. **Force Majeure**. An event of Force Majeure shall have the meaning as set forth in the Technical Terms and Abbreviations of the Company Tariff. If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 14 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.

15. **Confidentiality**. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by a disclosing Party or otherwise ("Disclosing Party"), which is disclosed to a receiving Party ("Receiving Party"). Confidential Information shall not be used for any purpose other than for purposes of this Agreement. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard. Except to the extent required by applicable law, Customer shall not make any public statements that reference the name of Company or its affiliates without the prior written consent of Company.

16. **Insurance and Indemnity**.

(a) Insurance to Be Maintained by the Company.

i. At any time that the Company is performing Services under this Agreement at the Customer Facility, the Company shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million ($1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million ($1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million ($2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million ($1,000,000.00) Dollars per accident, by disease and per policy and per employee.

(b) Notwithstanding any other requirement set forth in this Section 16(a), Company may meet the above required insurance coverage and limits with any combination of primary, excess, or self-insurance.

17. Insurance to Be Maintained by the Customer.

i. The Customer, during and throughout the Term of this Agreement, shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million ($1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million ($1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million ($2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million ($1,000,000.00) Dollars per accident, by disease and per policy and per employee. With respect to insurance required in (i), (ii), and (iii) above, Customer shall name Company as an additional insured and provide a waiver of subrogation in favor of Company.

(Continued on Sheet No. 9.855)

(Continued from Sheet No. 9.854)

ii. In the event Customer is subject to Section 768.28 Florida Statutes, Customer acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that Customer is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of Two Hundred Thousand ($200,000.00) Dollars per person and Three Hundred Thousand ($300,000.00) Dollars per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Customer shall also maintain workers' compensation insurance in accordance with Chapter 440, Florida Statutes. Coverage shall also include Employers' Liability coverage with limits of One Million ($1,000,000.00) Dollars per accident.

(a) Indemnity. Each party shall indemnify, hold harmless, and defend the other party from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require either party to indemnify the other party for Losses caused by a party's own negligence, gross negligence, or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

18. **Non-Waiver**. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

19. **Tax Credits; Financial Incentives; Sale of Energy**. Installation and operation of the Equipment at the Facility may result in the availability of federal and/or state tax credits, and other financial incentives (collectively hereinafter "Incentives"). This Agreement will be treated as a sale from a tax perspective, and Customer shall be the sole recipient and beneficiary of any Incentives. All electricity produced by the Equipment, and the right to utilize such electricity, shall be the sole property and right of the Customer.

20. **Assignment**. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 6 (Customer Credit Requirements), such sale shall be considered an early termination of this Agreement by Customer unless the Company agrees in writing to an assignment of this Agreement to the purchaser of the real property.

21. **Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial**. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty- five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

22. **Modification**. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

23. **Severability**. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(Continued on Sheet No. 9.856)

(Continued from Sheet No. 9.855)

24. **Survival**. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.

25. **Notices**. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand- delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement. Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

26. **Further Assurances**. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

27. **Governmental Entities**. For those Customers which are a governmental entity of the State of Florida or political subdivision thereof ("Governmental Entity"), to the extent the Governmental Entity is legally barred by Florida state or federal law from executing or agreeing to any provision of this Agreement, then such provision of this Agreement will be deemed modified to the extent necessary to make such provisions consistent with Florida state or federal law. The remainder of this Agreement shall not be affected thereby and will survive and be enforceable.

28. **Environmental Attributes**. In the event that, at any time during the term, the operation of the solar system results in the creation of environmental attributes (including, but not limited to, emission credit, renewable energy certificate, or environmental credit.) Customer shall be 100 % entitled to such attributes. Parties shall cooperate to obtain the necessary system details and information to enable system registration and attribute tracking. Unless instructed otherwise by the Customer, FPL will automatically, on the Customer's behalf, retire the renewable energy certificate (RECs) associated with the generation produced by the system. FPL will provide participants with REC retirement summary reports.

29. **Entire Agreement**. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

30. **Site Feasibility**. For any customer location(s), Company in its sole discretion may determine feasibility study (or studies) are required to determine if solar structure(s) can be safely deployed. Site feasibility includes, but is not limited to, stormwater / drainage analysis, rooftop health / loading assessment, uplift / wind mitigation analyses, geotechnical analyses, soil assessments, and other relevant studies / analyses.

Company will communicate site feasibility needs and costs with Customer. Customer will be provided a not to exceed amount for site feasibility study. Regardless of results of feasibility study, costs associated with Customer site feasibility studies will be recovered from Customer. Site feasibility costs will be recovered in one of the methods below based upon Customer's election:

1. Project Execution: Feasibility costs included as part of the total project costs and recovered through monthly service charge under this tariff
2. Customer Payment: Feasibility costs collected from Customer based on invoice for feasibility study from Company

Upon completion of the feasibility study, Company will be responsible for producing a feasibility study report and providing it to Customer, and the contents of the information contained in the feasibility report shall become the property of the Customer, but Company may retain a copy and utilize any non-Customer specific information in the report. Customer is under no obligation to participate in the program solely based on completion of site feasibility studies.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Customer

By:_____
(Signature of Authorized Representative)

_____
(Print or Type Name)

Title: _____

Date:_____

Florida Power & Light Company

By:_____ (Signature of Authorized Representative)
(Signature of Authorized Representative)

_____
(Print or Type Name)

Title: _____

Date: _____

OPTIONAL HVAC SERVICES AGREEMENT

THIS Optional HVAC Services Agreement ("Agreement") is made and entered into this_____day of_____ 20_____by and between_____, having a primary residence located at _____

(hereafter, the "Customer") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (hereafter "Company") (each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to the Optional HVAC Services Rider Rate Schedule, as approved or subsequently revised by the FPSC (hereafter the "Rider") and the Company's General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a Statement of Work ("SOW"), for the purpose of providing installation, maintenance and operating control (as described in the Company's Residential On Call Program) of HVAC equipment (collectively, the "Service") at the Customer residential property located at_____ (hereafter the "Residential Property"). Customer's participation in the Company's Residential On Call Program is a condition precedent to this Agreement.

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date**. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.

2. **Term of Agreement**. The term of this Agreement will commence on the Effective Date and will continue for a term of [10, 12, or 15] years following the Residential Operation Date as defined in Section 4(a) below (the "Term").

3. **Scope of Services**. Company, through its authorized contractors, will design, procure, install, own, operate, and provide maintenance to all HVAC equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not a lease of the Equipment by Company to Customer.

4. **Design and Installation**. Company, through its authorized contractors, will design, procure, and install the Equipment pursuant to the requirements of the SOW.

   (a) Residential Operation. Upon completion of the installation of the applicable Equipment in accordance with the requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for operation, with the date of such notice being the "Residential Operation Date".

   (b) Commencement of Monthly Service Payment Upon Residential Operation Date. Customer's obligation to pay the applicable Customer's monthly Service payment, plus applicable taxes due from Customer pursuant to Section 6 (Customer Payments), shall begin on the Residential Operation Date and shall be due and payable by Customer pursuant to the Company's General Rules and Regulations for Electric Service.

5. **Equipment Maintenance; Alterations**. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under

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Section 12(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not move, modify, remove, adjust, alter, or change in any material way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

6. **Customer Payments.**

(a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Applicable taxes will also be included in or added to the Monthly Service Payment.

(b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of $5.00 or 1.5% applied to any past due unpaid balance of all accounts. Further, if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.

(c) HVAC Services Credits. At the request of the Customer, Company may at its discretion either (i) apply the net present value of the monthly credits available under the Company's Residential On Call Program for the Equipment as (a) a credit against the initial monthly fees of this Agreement, or (b) an up-front credit, or (ii) utilize the monthly credits available under the Company's Residential On Call Program as an offset against the monthly fees of this Agreement. The application of the credits will be reflected in the applicable SOW. In the event that Customer is provided any form of advance credits pursuant to subsection 6(c)(i) above and Customer cancels participation in the Company's Residential On Call Program during the Term of this Agreement, then Customer will have the obligation to immediately repay Company the unearned portion of the advance credits.

7. **Customer Credit Requirements**. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond, or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tariff for the surety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 13(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.

8. **Right of Access**. Customer hereby grants Company an access easement on the Residential Property sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Residential Property to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access").

9. **Company Interruption, Operation and Testing of Equipment**. The Company shall have the right to interrupt the operation of the Equipment pursuant to the Company's Residential On Call Program. The Company shall also have the right to manually and/or remotely control the Equipment for purposes of fulfilling its obligations under this Agreement.

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(Continued from Sheet No. 9.859)

10. Customer Responsibilities. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Residential Property. The Customer shall be obligated, at its sole expense, to keep the Residential Property free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to Section 9, or (iii) cause damage to the Equipment.

11. Permits and Regulatory Requirements. Company shall be responsible for obtaining and for compliance with any license or permit required to enable it to provide the Service. Customer agrees to cooperate with Company and to assist Company in obtaining and closing any required permit.

12. Title and Risk of Loss.

(a) Title. The Customer agrees that Equipment installed at the Residential Property is and will remain the sole property of Company unless and until such time as the Customer satisfies its obligations under the Agreement through the end of its term or exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment, or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 12(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Residential Property and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Residential Property.

(b) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.

(c) Risk of Loss to Equipment (Customer Responsibility). **CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE RESIDENTIAL PROPERTY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS (COLLECTIVELY A "CUSTOMER CASUALTY")**.

(d) Risk of Loss to Equipment. In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged or has such a severe failure that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) mutually agree with Customer to replace the Equipment and (a) adjust the Monthly Service Payments to reflect the new in- place cost of the Equipment less the in-place cost of the replaced Equipment and/or (b) extend the Term of the Agreement to enable Company to recover the capital cost of the replacement Equipment

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For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. In the event the Equipment is damaged and is a Customer Casualty, the Company will repair or replace the Equipment at Customer's cost, or, in the event that Equipment is so severely damaged or has such a severe failure that substantial replacement is necessary, the Company may terminate this Agreement for its convenience upon written notice to Customer and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a).

13. Expiration or Termination of Agreement.

(a) **Early Termination for Convenience by Customer**. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least ninety (90) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment (including the recovery of the amount Customer would have paid had Company not levelized the Monthly Service Payments during the Term) less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, plus (v) any advance payment of HVAC Services Credits by Company to Customer under the Company's Residential On Call Program, plus (vi) the cost of removal of the Fixture Filing (as defined in Section 20), minus (vii) any payment security amounts recovered by the Company under Section 7 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company. Company retains the right to invoice Customer based upon actual salvage value within one-hundred eighty (180) days of the date of Company's removal of Equipment. In lieu of the credit for any salvage value of the Equipment pursuant to subsection (iii) above or the charge for removal costs pursuant to subsection (iv) above, Customer may elect to take title to the Equipment upon full payment of the balance of the Termination Fee plus any applicable taxes.

(b) **Early Termination by Company for Convenience or by Company Due to Change in Law**. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least ninety (90) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 13(b), Customer must choose to either: (i) Purchase the Equipment upon payment of the Termination Fee as defined in Section 13(a) plus applicable taxes, but not including a credit for any salvage value of the Equipment or charge for removal costs; or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(Continue on Sheet No. 9.862)

(Continue from Sheet No. 9.861)

If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment. Notwithstanding anything to the contrary above, upon FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service, Company will use commercially reasonable efforts to assign its rights and obligations under this Agreement to a third party pursuant to Section 20.

(c) **Early Termination of Agreement for Cause**. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within five (5) business days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 20, Customer sells, transfers or otherwise disposes of the Residential Property; (v) Customer enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors; (vi) any representation or warranty made by Customer or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (vii) Customer removes or allows a third party to remove, any portion of the Equipment from the Residential Property.

i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment, and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Residential Property (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

ii. Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to Section 13(e), or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(d) **Expiration of Agreement**. At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to take title of the Equipment if Customer has made all payments required under this Agreement (ii) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer,; (iii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) if Customer has not made all payments required in the Agreement, or (iv) to request that Company remove the Equipment and for Customer to pay Company the Termination Fee.

(Continue on Sheet No. 9.863)

(Continue from Sheet No. 9.862)

In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month basis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date Customer provides written notice to Company to change its election to option (iii) above.

(e) **Customer Purchase Option**. Pursuant to a purchase option under Section 13(c), Section 13(d), or Section 20, the Customer may elect to purchase and take title to the Equipment upon payment of the Termination Fee as defined in Section 13(a) plus applicable taxes but not including a credit for any salvage value of the Equipment or charge for removal costs. Company will invoice Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and payable by Customer within thirty (30) days of the date of such invoice.

14. Warranty and Representations.

(a) Company's Disclaimer of Express and/or Implied Warranties. **CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE RESIDENTIAL PROPERTY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.**

(b) Customer Representations and Warranties. The Customer represents and warrants that (i) the Residential Property at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Residential Property will comply with all laws, rules, regulations, ordinances, zoning requirements, or any other federal, state, and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Residential Property is accurate and complete; and (iv) Customer holds sole and exclusive title to the Residential Property or has the sole and exclusive right of possession of the Residential Property for the Term.

15. LIMITATIONS OF LIABILITY.

(a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.

(Continue on Sheet No. 9.864)

(Continue from Sheet No. 9.863)

(b) SUBJECT TO SECTION 15(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES, OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.

(c) THE LIMITATIONS OF LIABILITY UNDER SECTION 15(a) AND SECTION 15(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c). Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 15.

16. **Force Majeure**. Force Majeure is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Residential Property or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement). If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.

17. **Confidentiality**. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic, or visual) and whether prepared by Company or otherwise, which is disclosed to Customer. Confidential Information shall not be used for any purpose other than for purposes of this Agreement and shall not be disclosed without the prior written consent of Company.

18. **Insurance and Indemnity**.

    (a) Insurance to Be Maintained by the Company. At any time that the Company is performing Services under this Agreement at the Customer Residential Property, the Company shall, maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance.

    (b) Insurance to Be Maintained by the Customer. During and throughout the Term of this Agreement and until all amounts payable to the Company pursuant to this Agreement are paid in full, the Customer shall maintain a homeowner's insurance policy with minimum liability coverage of Three Hundred Thousand ($300,000.00) Dollars.

(Continue on Sheet No. 9.865)

(Continue from Sheet No. 9.864)

(c) Indemnity. The Customer shall indemnify, hold harmless, and defend Company from and against any and all liability, proceedings, suits, cost, or expense for loss, damage, or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence, or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

19. Non-Waiver. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

20. Assignment. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated, or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(e), or this Agreement may be assigned by the Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and Company. This Agreement is free of any restrictions that would prevent the Customer from freely transferring the Residential Property. Company will not prohibit the sale, conveyance, or refinancing of the Residential Property. Company may choose to file in the real estate records one or more precautionary UCC financing statements or fixture filings (collectively "Fixture Filing") that preserves their rights in the Equipment. The Fixture Filing is intended only to give notice of its rights relating to the Equipment and is not a lien or encumbrance against the Residential Property. Company shall explain the Fixture Filing to any subsequent purchasers of the Residential Property and any related lenders as requested. Company may assign its rights and obligations under this Agreement as allowed by applicable law upon written notice to Customer.

21. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

22. Modification. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification, or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

(Continue on Sheet No. 9.866)

(Continued from Sheet No. 9.865)

23. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24. **Survival**. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.

25. **Notices**. All notices, demands, offers, or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement and with respect to Company, sent to the attention of HVAC Services Program Administrator. Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

26. **Further Assurances**. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

27. **Services Agreement**. Company retains all right of control and access to the Equipment for purposes of providing the Service (including for purposes of installation, inspection, tune-ups, maintenance and repair) other than the right of the Customer to adjust the set temperatures of the Equipment thermostat during the time the Equipment is not subject to temperature controls or limits of the Company's Residential On Call Program. Company retains the right to set and alter operational controls of the Equipment, including refrigerant pressures and levels, coil temperatures and defrost cycles, motor speeds and variable frequency drive settings, safety controls and limit switches, system staging for multi- stage equipment, and heat pump auxiliary heat lockout temperatures. Customer understands and agrees that (i) this Agreement represents a service offering regulated by the FPSC and is dependent upon Customer's status as a customer of Company's electric utility service, and (ii) the Equipment is integrated into Company's electric utility infrastructure.

28. **Entire Agreement**. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written, or implied, regarding the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Customer

By: _____
(Signature)

(Print or Type Name)

Date: _____

Florida Power & Light Company

By: _____
(Signature of Authorized Representative)

(Print or Type Name)

Title: _____

Date: _____

Customer

By: _____
(Signature)
(Print or Type Name)

Date: _____

FPL ACCOUNT No. _____

FPL PREMISE No. _____

STANDBY AND SUPPLEMENTAL SERVICE AGREEMENT

This Agreement made this _____day of _____ , _____ , by and between, _____, its successors and assigns (hereafter called "the Customer"), located at _____, Florida, and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, its successors and assigns (hereafter called "the Company").

WITNESSETH

WHEREAS, the Customer is required, or has requested, to take electric Standby and/or Supplemental Service, or the Company is currently providing electric Standby and/or Supplemental Service, as defined by Rate Schedule SST-1, marked Exhibit "A", and made a part of this Agreement, and

WHEREAS, the Company is willing to provide, or to continue to provide, such Standby and/or Supplemental Service under the terms and conditions specified herein,

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. Standby Service will be rendered in compliance with all terms and conditions set forth in Rate Schedule SST-1, marked Exhibit "A", and Supplemental Service will be initially billed under Rate Schedule _____, marked Exhibit "B", both schedules are attached hereto and made a part of this agreement, or any successor schedule which may be approved from time to time by the Florida Public Service Commission.

2. The Customer agrees to the following for purposes of applying Rate Schedule SST-1 to Company supplied service:

   (a) The initial Contract Standby Demand is _____ kw, which is defined as the highest amount of Customer load served by the Customer's generation, _____ kw, less the amount of Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment, _____kw. The initial Contract Standby Demand shall not exceed the Customer's installed generation capacity and shall not be less than zero.

Contract Standby Demand =	Highest amount of Customer load served by the Customer's generation MINUS Amount of Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment

   This Contract Standby Demand will not be less than the maximum load actually served by the Customer's generation during the current month or prior 23 month period less the amount specified above as Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment.

   A Customer's Contract Standby Demand may be re-established to allow for the following adjustments:

   1. Demand reduction resulting from the installation of FPL Demand Side Management Measures or FPL Research Project efficiency measures; or
   2. Demand reductions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by FPL; or
   3. Permanent changes to customer facilities that result in a permanent loss of electric load, including any fuel substitution resulting in permanently reduced electricity consumption, upon verification by FPL.

   The re-established Contract Standby Demand shall be the higher of the actual Contract Standby Demand calculated in the next billing period following the Customer's written request or the prior Contract Standby Demand minus the calculated demand reduction. Requests to re-establish the Contract Standby Demand may be processed up to twice per calendar year when more than one efficiency measure is installed or where the same efficiency measure is installed in phases.

   (b) The amount of load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment:

   i) Must be demonstrated to the Company's satisfaction when initially established.

(Continued on Sheet No. 9.911)

(Continued from Sheet No. 9.910)

ii) Is subject to periodic verification by the Customer upon request by the Company. If the Customer fails to confirm that the load not served by the Company is equal to that set forth in 2(a), then, at the option of the Company, the load set forth in 2(a) will be adjusted in the current and subsequent billing months to the level which was demonstrated.

(c) The minimum normal operating level of the Customer's generation equipment is_____kW. Standby Service can only be provided when the Customer's generation is less than this specified amount.

3. (a) Customers desiring to operate any electric generating equipment in parallel with the Company's system shall be responsible for providing the Company with the necessary information for the evaluation of such interconnected operation. In the event that the generating facility or facilities meet(s) the criteria for "qualifying facility" status contained in Rule 25-17.080, F.A.C., then the parties' interconnection agreement entered in accordance with Rule 25-17.087, F.A.C. shall govern all aspects of interconnected operations. The Company shall not be required to permit the parallel operation of any generating equipment that does not meet qualifying facility status criteria.

(b) The Customer shall be responsible for costs associated with interconnection equipment used to operate the generating facility either in parallel with the Company's system as specified in the interconnection agreement, or in isolation from the Company's system, including, but not limited to, responsibility for the cost associated with modifying, providing, operating, replacing, maintaining and removing all necessary lines, substations, transformers, switching and protective facilities and other equipment necessary to utilize the electric service delivered hereunder.

(c) Any arrangement for power deliveries by the Customer into the Company's system shall be the responsibility of the Customer; the Company shall review and evaluate each request on a case-by-case basis. The Company shall not be responsible for accepting such deliveries of power unless the Customer has entered into an interconnection agreement.

4. When the Customer's power supply is to be operated at any time in parallel with the Company's electric system, the Customer shall be responsible for ensuring safeguards, which are considered adequate by the Company, to the Company's system including but not limited to the Company's customers, personnel and equipment. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Customer shall indemnify and save the Company harmless from any and all claims, costs, or expense for loss, damage, or injury to persons or property (including the Customer's generation system and the Company's system) caused by or resulting from:

(a) Any act or omission by the Customer, or Customer's contractors, subcontractors, agents, servants and employees in connection with the installation or operation of the Customer's generation system or the operation thereof in connection with the Company's system;
(b) Any defect, failure of, or fault related to the Customer's generation system;
(c) The Customer's negligence or negligence of the Customer's contractors, subcontractors agents, servants and employees or;
(d) Any other event or act that is the result of, or proximately caused by, the Customer's facility.

5. When the Customer's power supply is to be operated at any time in parallel with the Company's electric system, the Customer shall deliver to the Company, at least fifteen days prior to the start of any interconnection construction, a certified copy or duplicate original of a liability insurance policy issued by a mutually acceptable insurance company authorized to do business in the State of Florida. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, this policy shall jointly protect and indemnify the Customer and the Company, its officers, employees, and representatives against all liability and expense as a result of claims and suits for injuries or damages to persons or property arising out of the interconnection with the Customer, or caused by operation of any of the Customer's equipment or by the Customer's failure to maintain its facility's equipment in satisfactory and safe operating condition.

The policy providing such coverage shall provide public liability insurance, including property damage, in an amount not less than $_____for each occurrence. Governmental entities authorized under Florida or federal law to be self-insured, in lieu of providing evidence of adequate commercial insurance, have the option of providing to the Company evidence that the applicant has established an adequate self-insurance plan to cover the obligations of indemnification referenced herein; and shall, upon request, provide such other information as the Company may deem necessary and relevant. In addition, the above required policy or self-insurance plan, if applicable, shall be endorsed with a provision whereby the insurance company or governmental entity will notify the Company at least thirty days prior to the effective date of cancellation or material change in the policy or plan.

In addition to the minimum coverage outlined above, the various commercial general liability insurance policies are subject to FPL's approval and, upon request, the Customer shall make certified copies of these various general liability insurance policies, and/or information regarding the self-insurance plan, available for inspection by FPL's Risk Management Department within fifteen (15) days of a request therefore. Any inspection of such plans or policies shall not obligate FPL to advise the Customer of any deficiencies in such plans or policies, and such inspection shall not relieve the Customer from, or be deemed a waiver of, FPL's right to insist on strict fulfillment of the Customer's obligations hereunder.

The Customer shall pay all premiums and other charges due on said policy and keep said policy in force during the entire period of interconnection with the Company.

(Continued on Sheet No. 9.912)

(Continued from Sheet No. 9.911)

6. The Customer will allow the Company to make all necessary arrangements to meter (1) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment and, if the Customer is interconnected and operating electric generating equipment in parallel with the Company's system, (3) the capacity and energy supplied to the Company by the Customer's generation equipment. The Company shall provide and the Customer shall be required to pay the installation, operation and maintenance costs incurred by the Company for the metering equipment required in (2) and (3) described above. The Company shall retain ownership of all metering equipment.

   Where the Customer and the Company agree that the Customer's service requirements are totally standby or totally supplemental, the Company shall bill the Customer accordingly and not require Company metering of the gross demand and energy output of the Customer's generation equipment provided that where only standby service is taken, (1) the Customer and the Company agree to the maximum amount of standby service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating equipment from its own metering as is necessary to permit analysis and reporting of the load and usage characteristics of Standby and Supplemental Service.

7. The initial term of this Agreement is for a period of five years from_____, _____ The Customer shall give the Company at least five years written notice sent by certified mail before the Customer may transfer from service under Rate Schedule SST-1 to service under any other applicable retail rate schedule. Transfers, with less than five years written notice, to an applicable retail rate schedule may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company, and the Company's other ratepayers.

8. A new Standby and Supplemental Service Agreement may be executed (1) in the event there is an increase in the Customer's generating facilities prior to the end of this Agreement or (2) it is mutually agreed between the Company and the Customer.

9. All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified mail to the parties designated below. The parties designate the following to be notified or to whom payment shall be sent until such time as either party furnished the other party written instructions to contact another individual.

   For CUSTOMER: For FPL:

10. This Agreement supersedes all previous agreements or representations, either written, verbal, or otherwise between the Customer and the Company other than an interconnection agreement, with respect to Standby and/or Supplemental Service and the matters contained herein and constitutes the entire Agreement between the parties. In the event of a conflict between this agreement and an interconnection agreement, the interconnection agreement shall prevail.

11. This Agreement is subject to the Company's effective "General Rules and Regulations for Electric Service" and the Rules of the Florida Public Service Commission.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed the day and year set above.

Charges and Terms Accepted:

FLORIDA POWER & LIGHT COMPANY

_____
Customer (Print or type name of Organization)

By:_____ By:_____
Signature (Authorized Representative) (Signature)

_____ _____
(Print or type name) (Print or type name)

Title:_____ Title:_____

FPL ACCOUNT No. _____

FPL PREMISE No. _____

INTERRUPTIBLE STANDBY AND SUPPLEMENTAL SERVICE AGREEMENT

This Agreement is made this_____day of_____,_____, by and between _____ _____(hereinafter called "the Customer"), located at_____, Florida, and FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida (hereinafter called "the Company").

WITNESSETH

For and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of the Company's Interruptible Standby and Supplemental Service Schedule ISST-1 (hereinafter called "Schedule ISST-1") as currently approved or as may be modified from time to time by the Florida Public Service Commission (hereinafter called the "Commission"). The Customer understands and agrees that, whenever reference is made in this Agreement to Schedule ISST-1, both parties intend to refer to Schedule ISST-1 as it may be modified from time to time. A copy of the Company's presently approved Schedule ISST-1 is attached hereto as Exhibit A and hereby made an integral part of this Agreement.

2. The Company and the Customer agree that Schedule ISST-1 may be modified or withdrawn subject to determinations made under Commission Rule 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions, or any other Commission determination.

3. The Customer agrees to the following for purposes of applying Schedule ISST-1 to Company supplied service:

   (a) The initial Contract Standby Demand is_____kw, which is defined as the highest amount of Customer's load served by the Customer's generation,_____kw, less the amount of Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment,_____kw. The initial Contract Standby Demand shall not exceed the Customer's installed generation capacity and shall not be less than zero.

Contract Standby Demand =	Highest amount of Customer load served by the Customer's generation MINUS Amount of Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment

   This Contract Standby Demand will not be less than the maximum load actually served by the Customer's generation during the current month or prior 23 month period less the amount specified above as Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment.

   A Customer's Contract Standby Demand may be re-established to allow for the following adjustments:

   1. Demand reduction resulting from the installation of FPL Demand Side Management Measures or FPL Research Project efficiency measures; or
   2. Demand reductions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by FPL; or
   3. Permanent changes to customer facilities that result in a permanent loss of electric load, including any fuel substitution resulting in permanently reduced electricity consumption, upon verification by FPL.

   The re-established Contract Standby Demand shall be the higher of the actual Contract Standby Demand calculated in the next billing period following the Customer's written request or the prior Contract Standby Demand minus the calculated demand reduction. Requests to re-establish the Contract Standby Demand may be processed up to twice per calendar year when more than one efficiency measure is installed or where the same efficiency measure is installed in phases.

   (b) The amount of load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment:

      i) Must be demonstrated to the Company's satisfaction when initially established.

(Continued on Sheet No. 9.921)

(Continued from Sheet No. 9.920)

ii) Is subject to periodic verification by the Customer upon request by the Company. If the Customer fails to confirm that the load not served by the Company is equal to that set forth in 2(a), then, at the option of the Company, the load set forth in 2(a) will be adjusted in the current and subsequent billing months to the level which was demonstrated.

(c) The minimum normal operating level of the Customer's generation equipment is_____kw. Standby Service con only be provided when the Customer's generation is supplying less than this specified amount.

4. The Customer agrees to a "Firm Standby Demand" level of _____kw during the periods when the Company is interrupting the Customer's service. This "Firm Standby Demand" level shall not be exceeded during periods when the Company is interrupting load. Upon mutual agreement of the Company and the Customer, the Customer's Firm Standby Demand may subsequently be raised or lowered, as long as the change in the "Firm Standby Demand" level is not a result of a transfer of load from the interruptible portion of the Customer's load. The Customer shall notify the Company upon adding firm load.

5. The Customer will allow the Company to make all necessary arrangements to meter (1) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment to the load served by the Customer and, if the Customer is interconnected and operating electric generating equipment in parallel with the Company's system, (3) the capacity and energy supplied to the Company by the Customer's generation equipment. The Company shall provide and the Customer shall be required to pay the installation, operation and maintenance costs incurred by the Company for the metering equipment required in (2) and (3) described above. The Company shall retain ownership of all metering equipment.

Where the Customer and the Company agree that the Customer's service requirements are totally standby or totally supplemental, the Company shall bill the Customer accordingly and not require Company metering of the gross demand and energy output of the Customer's generation equipment provided that where only standby service is taken, (1) the Customer and the Company agree to the maximum amount of standby service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating equipment from its own metering as is necessary to permit analysis and reporting of the load and usage characteristics of service provided pursuant to Schedule ISST-1.

6. Prior to the Customer's receipt of service under Schedule ISST-1 the Customer must provide the Company access to inspect any and all of the Customer's interruptible equipment, and must also have received approval from the Company that said equipment is satisfactory to interrupt the Customer's load. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation, maintenance and repair of the equipment. The Customer shall be responsible for maintaining the Customer's interruptible equipment and shall provide the Company access at any reasonable time to inspect the condition of the equipment for purposes of determining whether the interruptible equipment is satisfactory to interrupt the Customer's interruptible load. It is expressly understood that the initial approval and later inspections by the Company are not for the purpose of, and are not to be relied upon by the Customer for, determining whether the interruptible equipment has been adequately maintained or is in compliance with any applicable electrical code standards or legal requirements.

7. Upon completion of the installation of the interruptible equipment, a test of this equipment will be conducted at a time and date mutually agreeable to the Company and the Customer. The test will consist of a period of interruption of not less than one hour. Effective upon the completion of the testing of the interruptible equipment, the Customer will agree to a "Firm Standby Demand". Service under Schedule ISST-1 cannot commence prior to the successful completion of the test.

8. In order to minimize the frequency and duration of interruptions under Schedule ISST-1, the Company will attempt to obtain reasonably available additional capacity and/or energy under the Continuity of Service Provision in Schedule ISST-1. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Customers during a capacity shortage; in other words, the Company is not obligated to account for or otherwise reflect in its generation and transmission planning and construction the possibility of providing capacity and/or energy under the Continuity of Service Provision. Customers receiving service under Schedule ISST-1 may elect to continue taking service under the Continuity of Service Provision and it will be provided only if such capacity and/or energy can be obtained by the Company and can be transmitted and distributed to non-firm Customers without any impairment of the Company's system or service to other firm Customers. The Company shall not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur in the events (a) Company is unable to obtain reasonably available additional capacity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested or (b) the capacity cannot be transmitted and distributed to non-firm Customers without any impairment of the Company's system or service to other firm Customers. The Customer elects / does not elect to continue taking service under the Continuity of Service Provision. The Company shall not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur as a result of a Customer that does not elect to continue taking service under the Continuity of Service Provision. The Customer may countermand the election specified above by providing written notice to the Company pursuant to the guidelines set forth in Schedule ISST-1. The Company's obligations under this paragraph 8 are subject to the terms and conditions specifically set forth in ScheduleISST-1.

9. The Customer agrees to be responsible for the determination that all electrical equipment to be interrupted is in good repair and working condition. The Company shall not be responsible for the repair, maintenance or replacement of the Customer's equipment.

10. (a) Customers desiring to operate any electric generating equipment in parallel with the Company's system shall be responsible for providing the Company with the necessary information for the evaluation of such interconnected operation. In the event that the generating facility or facilities meet(s) the criteria for "qualifying facility" status contained in Rule 25-17.080, F.A.C., then the parties' interconnection agreement entered in accordance with Rule 25-17.087, F.A.C. shall govern all aspects of interconnected operations. The Company shall not be required to permit the parallel operation of any generating equipment that does not meet qualifying facility status criteria.

(Continued on Sheet No. 9.922)

(Continued from Sheet No. 9.921)

(b) The Customer shall be responsible for costs associated with interconnection equipment used to operate the generating facility either in parallel with the Company's system as specified in the interconnection agreement, or in isolation from the Company's system, including, but not limited to, responsibility for the cost associated with modifying, providing, operating, replacing, maintaining and removing all necessary lines, substations, transformers, switching and protective facilities and other equipment necessary to utilize the electric service delivered hereunder.

(c) Any arrangement for power deliveries by the Customer into the Company's system shall be the responsibility of the Customer; the Company shall review and evaluate each request on a case-by-case basis. The Company shall not be responsible for accepting such deliveries of power unless the Customer has entered into an interconnection agreement.

11. When the Customer's power supply is to be operated at any time in parallel with the Company's electric system, the Customer shall be responsible for ensuring safeguards, which are considered adequate by the Company, to the Company's system including but not limited to the Company's customers, personnel and equipment. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Customer shall indemnify and save the Company harmless from any and all claims, costs, or expense for loss, damage, or injury to persons or property (including the Customer's generation system and the Company's system) caused by or resulting from:

(a) Any act or omission by the Customer, or Customer's contractors, subcontractors, agents, servants and employees in connection with the installation or operation of the Customer's generation system or the operation thereof in connection with the Company's system;
(b) Any defect in, failure of, or fault related to the Customer's generation system;
(c) The Customer's negligence or negligence of the Customer's contractors, subcontractors agents, servants and employees or;
(d) Any other event or act that is the result of, or proximately caused by, the Customer's facility.

12. When the Customer's power supply is to be operated at any time in parallel with the Company's electric system, the Customer shall deliver to the Company, at least fifteen days prior to the start of any interconnection construction, a certified copy or duplicate original of a liability insurance policy issued by a mutually acceptable insurance company authorized to do business in the State of Florida. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, this policy shall jointly protect and indemnify the Customer and the Company, its officers, employees, and representatives against all liability and expense as a result of claims and suits for injuries or damages to persons or property arising out of the interconnection with the Customer, or caused by operation of any of the Customer's equipment or by the Customer's failure to maintain its facility's equipment in satisfactory and safe operating condition.

The policy providing such coverage shall provide public liability insurance, including property damage, in an amount not less than $_____for each occurrence. Governmental entities authorized under Florida or federal law to be self-insured, in lieu of providing evidence of adequate commercial insurance, have the option of providing to the Company evidence that the applicant has established an adequate self-insurance plan to cover the obligations of indemnification referenced herein; and shall, upon request, provide such other information as the Company may deem necessary and relevant. In addition, the above required policy or self-insurance plan, if applicable, shall be endorsed with a provision whereby the insurance company or governmental entity will notify the Company at least thirty days prior to the effective date of cancellation or material change in the policy or plan.

In addition to the minimum coverage outlined above, the various commercial general liability insurance policies are subject to FPL's approval and, upon request, the Customer shall make certified copies of these various general liability insurance policies, and/or information regarding the self-insurance plan, available for inspection by FPL's Risk Management Department within fifteen (15) days of a request therefore. Any inspection of such plans or policies shall not obligate FPL to advise the Customer of any deficiencies in such plans or policies, and such inspection shall not relieve the Customer from, or be deemed a waiver of, FPL's right to insist on strict fulfillment of the Customer's obligations hereunder.

The Customer shall pay all premiums and other charges due on said policy and keep said policy in force during the entire period of interconnection with the Company.

13. The initial term of this Agreement is for a period of five (5) years from_____,_____. The Customer shall give the Company at least five (5) years written notice sent by certified mail before the Customer may transfer from service under Rate Schedule ISST-1 to service under a firm retail rate schedule. Transfers, with less than five (5) years written notice, to an applicable retail rate schedule may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company, and the Company's other customers.

14. If the Customer no longer wishes to receive any type of electric service from the Company, the Customer may terminate this Agreement by giving thirty (30) days advance written notice to the Company.

(Continued on Sheet No. 9.923)

(Continued from Sheet No. 9.922)

15. If the Customer has entered into a contractual agreement to sell firm capacity and energy from the Customer's generation to the Company, and the Customer cannot restart its generation equipment without power supplied by the Company, the Customer must receive Standby and Supplemental Service under the Company'sScheduleSST-1.

16. The Company may terminate this Agreement at any time if the Customer fails to comply with the terms and conditions of Schedule ISST-1 or this Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate this Agreement at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under the Schedule ISST-1, bill the Customer under the otherwise applicable firm service rate schedule and apply the rebilling and penalty provisions enumerated under TERM OF SERVICE in Schedule ISST-1.

17. A new Interruptible Standby and Supplemental Service Agreement may be executed (1) in the event there is an increase in the Customer's generating capacity prior to the end of this Agreement or (2) it is mutually agreed between the Company and the Customer.

18. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of an interruption of electric service pursuant to the terms of Schedule ISST-1 by remote control or otherwise.

19. This agreement may not be assigned by the Customer without the prior written consent of the Company.

20. All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified mail to the parties designated below. The parties designate the following to be notified or to whom payment shall be sent until such time as either party furnished the other party written instructions to contact another individual.

21. This Agreement supersedes all previous agreements or representations, either written, verbal, or otherwise between the Customer and the Company other than an interconnection agreement, with respect to Interruptible Standby and/or Supplemental Service and the matters contained herein and constitutes the entire Agreement between the parties. In the event of a conflict between this agreement and an interconnection agreement, the interconnection agreement shall prevail.

22. This Agreement is subject to the Company's effective "General Rules and Regulations for Electric Service" and the Rules of the Florida Public Service Commission.

IN WITNESS WHEREOF the Customer and the Company have caused this Agreement to be executed by their duly authorized officers as of the day and year set above.

Charges and Terms Accepted:

_____ Customer (Print or type name of Organization)	**FLORIDA POWER & LIGHT COMPANY**
By:_____ Signature (Authorized Representative)	By:_____ (Signature)
_____ (Print or type name)	_____ (Print or type name)
Title:_____	Title:_____

MEDICALLY ESSENTIAL SERVICE – TERMS AND CONDITIONS

In order for Florida Power & Light Company to determine whether a customer is eligible for designation as a Medically Essential Service ("MES") Customer, Part A must be completed and signed by the Customer and the Patient or Guardian (if other than the Customer). Part B is to be completed by the Patient's physician and the entire form consisting of both Part A and Part B returned directly to FPL.

To the best of my knowledge and belief, the Patient identified in Part A of the application is medically dependent on electric-powered equipment that must be operated continuously or as circumstances require as specified by the Patient's physician to avoid the loss of life or immediate hospitalization. The Patient is a permanent resident at the Service Address identified above. I agree to notify FPL when this equipment is no longer in use. FPL has fully explained how my account will be handled regarding any collection action due to non-payment of the bill. **I understand that FPL does not guarantee uninterrupted service or assign a priority status to my account for service restoration during outages. I understand that I must be prepared with backup medical equipment and/or power and a planned course of action in the event of prolonged outages.** I agree that FPL, upon request of federal, state, or local governmental authorities whose duties or functions include emergency response or disaster relief or prevention, or private entities authorized by congressional charter to assist in disaster relief efforts, may disclose to such requesting entity the following MES information: the MES Customer name and service address. However, I also understand that FPL may not receive any such requests for this MES information and that FPL has no obligation to release this MES information to any such entity. In order to be excluded from the disclosure by FPL of the MES information on this form, I must contact FPL to request a Notice of Exclusion From Disclosure. The Notice of Exclusion From Disclosure must be returned to FPL, as provided with the Notice of Exclusion From Disclosure, and will be effective upon FPL's receipt of such properly completed Notice. If I wish to ensure that the MES and/or any additional information regarding the Patient's condition is furnished to any such entity, I will contact the relevant authorities and provide the MES and/or additional information myself. **I agree to hold FPL harmless from any claim based on or related to the disclosure of my information by or to FPL, or any failure of FPL to disclose the MES information whether advertent or inadvertent and whether or not the MES information was requested.**

WARNING – PART A – CUSTOMER APPLICATION: Knowingly making a false or misleading statement in completing the Customer Application could result in the denial or termination of the medically essential service certification.

This certificate shall be deemed valid for a period of twelve (12) months form the date the certificate is accepted by FPL for purposes of determining that a customer qualifies as a Medically Essential Service Customer within the meaning of Section 1.65 of the Company's General Rules and Regulations for Electric Service, or that such designation should be renewed. FPL reserves the right to verify the accuracy of the information provided on this Physician's Certificate.

(Continued on sheet No. 9.931)

(Continued from sheet 9.930)

PART A: CUSTOMER APPLICATION

FPL Account No.:_____

Customer Name:_____

Service Address:_____

City, State, Zip:_____

Daytime Area Code & Telephone Nos.: ( )_____-_____and /or ( )_____-_____

Name of Patient Using Equipment:_____Patient's Physician: _____

I agree to Terms and Conditions

Customer Signature:_____Date: _____

Patient/Guardian Signature:_____Date: _____

PART B: PHYSICIAN'SCERTIFICATE

Physician's Name:_____**Physician's License #:** _____

Physician's Address: _____

Physician's Area Code & Telephone Nos.:( )_____-_____**and/or** ( )_____- _____

I,_____, duly licensed and authorized to practice medicine in the
[Name of physician]

State of Florida, hereby certify that_____,
[Name of patient]

who resides at _____,
[Patient's place of residence]

is under my care, and/or has consulted with me within the past 12 months, and depends upon electric-powered equipment as follows that must be operated continuously or as circumstances require in order to avoid the loss of his/her life or serious medical complications.

_____

_____

The patient uses this equipment__hours within each twenty-four (24) hour period. The following medical condition is why, in my opinion, this patient needs the continuous or specified use of this equipment.

_____

Physician's Signature:_____Date: _____

WARNING – PART B – PHYSICIAN'S CERTIFICATE: False certification of medically essential service by a physician is a violation of s. *458.331(1)(h) or s. 459.015(1)(i)*, *Fla. Stat*. and constitutes grounds for discipline, penalties and /or enforcement.

Return to FPL at: _____.
This Notice of Exclusion From Disclosure will be effective upon FPL's receipt of this properly completed Notice and will remain in effect until FPL is advised by the customer in writing to discontinue this Notice of Exclusion From Disclosure, regardless of any transfer of service to a different service address and/or a different FPL Account Number.

FLORIDA POWER & LIGHT COMPANY
MEDICALLY ESSENTIAL SERVICE NOTICE
OF EXCLUSION FROM DISCLOSURE

Date: _____ **FPL Account No.:** _____

Customer Name: _____ **FPL Customer Number:** _____

Service Address: _____

City, State, Zip: _____

Daytime Area Code & Telephone Nos.: ( ) - _____ **and/or** ( ) _____ - _____

Name of Patient Using Equipment: _____ **Patient's Physician:** _____

I understand that FPL may be requested to furnish customer names and service addresses of customers who are designated as Medically Essential Service customers, as provided in the Customer Application for Medically Essentially Service, to federal, state, or local governmental authorities whose duties or functions include emergency response or disaster relief or prevention, or private entities authorized by congressional charter to assist in disaster relief efforts. **I hereby direct FPL NOT TO DISCLOSE such information relative to the FPL Customer Number specified above.** I understand and agree that because of my directive to FPL, such requesting agency(ies) will not have any information regarding the medically essential service designation for my electric service specified above unless and until it is specifically provided by me. If I wish to ensure that information regarding the medically essential service designation for this electric service is furnished to any such entity, I will contact the relevant authorities and provide the information myself. **I agree to hold FPL harmless from any claim based on or related to the lack of disclosure of my information including any personal injury or harm that may be a result of this lack of disclosure to such requesting entities for the purpose of emergency response or disaster relief or prevention.**

_____ Date _____, 20 _____
Signature of FPL Customer

_____ Date _____, 20 _____
Signature of Patient or Guardian (if other than Customer)

PERFORMANCE GUARANTYAGREEMENT

FPL Work Order No. _____

_____

_____

This Performance Guaranty Agreement ("Agreement"), made this _____ day of _____20___, is by and between _____ (hereinafter "Applicant") and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, (hereinafter the "Company").

WITNESSETH:

Whereas, in connection with the property located at_____, in _____, Florida (the "Premises"), Applicant has requested that Company install electric infrastructure in order to provide electric service to the Premises;

Whereas, Applicant's estimate of the electric power needs of the Premises will require an expansion of Company's present electric system and, due to their nature, location, voltage, or other characteristics, the requested facilities are not likely to be required by other customers within five years following the requested date for the proposed system expansion;

Whereas, because of the uncertainty that Company will fully recover its investment in such infrastructure expansion should the Customer's projected load not materialize and the need to avoid placing the burden for those costs on Company's other customers; and

Whereas, Applicant is willing to provide assurance that Company will recover its investment in the expansion of Company's electric system based on Applicant's projections in the event that sufficient revenue from service to the Premises is not realized;

Now, therefore, in recognition of the foregoing premises and in consideration of the covenants and promises set forth herein below, Company and Applicant do hereby agree as follows:

ARTICLE I - DEFINITIONS

1.1 "Base Revenue" is the portion of electric revenue received by Company during the Performance Guaranty Period for electric service to the Premises consisting only of applicable base demand charges, base non-fuel energy charges, and facilities rental charges, if applicable. Base Revenue excludes, without limitation, capacity payment, customer, conservation, environmental, and fuel charges, franchise fees, and taxes.

1.2 "Performance Guaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the fourth anniversary of the In-Service Date ("Expiration Date").

ARTICLE II - PERFORMANCE GUARANTYAMOUNT

2.1 The amount of the Performance Guaranty is the total cost of facilities to be installed to serve the Premises, as estimated by Company, less the amount of Contribution In Aid of Construction paid, if any, by the Applicant pursuant to Company's General Rules and Regulations for Electric Service.

(Continued on Sheet No. 9.947)

(Continued from Sheet No. 9.946)

= $_____ Estimated total cost of facilities to be installed to serve the Premises
- $_____ Contribution In Aid of Construction (CIAC) paid by Applicant
- $_____ Engineering Deposit if applicable
= $_____ Performance Guaranty

The Applicant shall provide the above-specified Performance Guaranty to Company prior to Company installing the facilities to ensure that the Base Revenue justifies Company's investment.

2.2 This Agreement does not apply in lieu of CIAC. Nothing in this Agreement shall be construed as prohibiting Company from collecting from Applicant a CIAC for underground service, where otherwise applicable.

2.3 The facilities to be installed to serve the Premises, together with their estimated costs, are shown on Exhibit A of this Agreement.

ARTICLE III - PAYMENT AND REFUND

3.1 At Applicant's option, the Performance Guaranty may be posted with Company in cash, or may be secured either by a surety bond or irrevocable bank letter of credit in a form acceptable to Company. At the end of Performance Guaranty Period, or upon termination of service by Applicant, whichever is earlier, if the Base Revenue is less than the Performance Guaranty, Applicant shall pay to Company the Performance Guaranty, less the amount of Base Revenue.

3.2 If, during the Performance Guaranty Period, Base Revenue equals or exceeds the Performance Guaranty and Applicant secured the Performance Guaranty through a surety bond, or irrevocable letter of credit, such bond or letter of credit shall be released or cancelled, or the amount secured by such instrument shall be reduced by the amount of the Performance Guaranty, as applicable.

3.3 If the Applicant elects to post the Performance Guaranty in cash, the Company agrees on a quarterly basis to reduce the Performance Guaranty cash balance by the amount of the previous month's Base Revenue charges and refund the same amount to Applicant, until such time the Performance Guaranty cash balance is depleted.

3.4 In the event that Company's construction of facilities shown on Exhibit A commences but is not completed due to a change in Applicant's plans or other circumstances related to the Premises that are not within Company's control, or if twelve months following the effective date of this Agreement Company has been unable to complete the requested installation and provide an In-Service Date due to changes or delays in Applicant's schedule or plans, Company shall be immediately entitled to an amount of the Performance Guaranty equal to Company's construction expenditures incurred in connection with this Agreement. Thereafter, Company may elect to terminate this Agreement and the balance, if any, of the Performance Guaranty will be refunded if Applicant posted a cash Performance Guaranty.

ARTICLE IV – TERM OFAGREEMENT

The term of this Agreement shall commence on the date first above written and end on the Expiration Date, or on the date Base Revenue equals the Performance Guaranty, whichever is earlier, unless terminated earlier pursuant to Section 3.04.

(Continued on Sheet No. 9.948)

(Continued from Sheet No. 9.947)

ARTICLE V - FINALSETTLEMENT

Upon the termination or expiration of this Agreement, any portion of the Performance Guaranty not previously refunded or otherwise eligible for refund under the terms of this Agreement shall be retained by Company, and any remaining balance of the Performance Guaranty that is subject to a letter of credit or surety bond shall become immediately due and payable.

ARTICLE VI - TITLE ANDOWNERSHIP

Title to and complete ownership and control over the above-referenced expansion shall at all times remain with Company and Company shall have the right to use the same for the purpose of serving other customers.

ARTICLE VII - ENTIREAGREEMENT

This Agreement supersedes all previous agreements, or representations, whether written or oral, between Company and Applicant, made with respect to the matters herein contained, and when duly executed constitutes the entire agreement between the parties hereto.

ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, but Applicant shall not assign this Agreement without first having obtained the written consent of Company, such consent not to be unreasonably withheld.

ARTICLE IX – SUBJECT TO FPSC RULES

This Agreement is subject to the Rules and Orders of the FPSC and to Company's Electric Tariff, including, but not limited to the General Rules and Regulations for Electric Service (collectively "Regulations"), as such Regulations are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the Regulations, the provisions of said Regulations shall control, as they are now written, or as they may be hereafter revised, amended or supplemented, and, at Company's request, Customer agrees to conform this Agreement to such provisions, or enter into a new Agreement reflecting such provisions. This Agreement shall not be used in lieu of applicable requirements set forth in the Regulations pertaining to contributions in aid of construction, advances or deposits.

In Witness Whereof, Applicant and Company hereby have caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted by:

	FLORIDA POWER & LIGHT COMPANY
Applicant (Print/Type Name of Organization)	
By:_____	By:_____
Signature (Authorized Representative)	Signature (Authorized Representative)
_____	_____
(Print or Type Name)	(Print or Type Name)
Title: _____	Title: _____

PERFORMANCE GUARANTY AGREEMENT FOR INCREMENTAL CAPACITY

This Performance Guaranty Agreement for Incremental Capacity ("Agreement"), made this _____day_____of_____20_____, is by_____ and between _____ (hereinafter "Applicant") and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, (hereinafter the "Company").

WITNESSETH:

Whereas, in connection with the property located at_____, in _____, Florida (the "Premises"), Applicant has requested that Company install electric infrastructure in order to provide electric service to the Premises;

Whereas, Applicant's estimate of the electric power needs of the Premises will require an expansion of Company's present electric system to provide capacity above and beyond that which typically would be necessary for service to the Premises;

Whereas, because of the uncertainty associated with Applicant's projections of the electric power needs of the Premises, Company may not fully recover its investment in such infrastructure expansion, thus potentially burdening Company's other electric customers; and

Whereas, Applicant is willing to provide assurance that Company will recover its investment in the expansion of Company's electric system based on Applicant's projections in the event that the estimated load at the Premises does not materialize;

Now, therefore, in recognition of the foregoing premises and in consideration of the covenants and promises set forth herein below, Company and Applicant do hereby agree as follows:

ARTICLE I - DEFINITIONS

1.1 "Base Revenue" is the portion of electric revenue received by Company for electric service to the Premises consisting only of applicable base demand charges, base non-fuel energy charges, and facilities rental charges, if applicable. Base Revenue excludes, without limitation, capacity payment, customer, conservation, environmental, and fuel charges, franchise fees, and taxes.

1.2 "Baseline Base Revenue" is the estimated portion of Base Revenue received during the Performance Guaranty Period that Company attributes to Baseline Capacity. Baseline Base Revenue is calculated by multiplying the Baseline Capacity (as defined in Section 1. 3) by the base demand charge and adding to that amount the product of Baseline Capacity, actual load factor, the number of hours in the billing period, and the applicable base non-fuel energy charge.

1.3 "Baseline Capacity", as determined by Company, is (a) the currently existing capacity where Company has in place facilities ready and available to provide electric service to the Premises albeit at a lower level of capacity than requested; or (b) the amount of capacity necessary to provide service to a more typical level of load given the location and/or type of facility or building, where Company does not have in place facilities ready and available to provide electric service to the Premises.

(Continued on Sheet No. 9.951)

(Continued from Sheet No. 9.950)

1.4 "Incremental Base Revenue" is actual Base Revenue received during the Performance Guaranty Period for electric service rendered to the Premises in excess of Baseline Base Revenue.

1.5 "Incremental Capacity," as determined by Company, is the positive difference, if any, between Baseline Capacity and the amount of capacity (measured in kW) necessary to meet Applicant's projections of electric load at the Premises.

1.6 "Performance Guaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the third anniversary of the In-Service Date ("Expiration Date").

ARTICLE II - PERFORMANCE GUARANTY AMOUNT

2.1 For purposes of this Agreement, the derivation of Incremental Capacity is shown in the following table.

Incremental Capacity (1)	Existing Structure (2)	New Structure (3)	Total Structure (2)+(3)
a. Square Footage			
b. Requested watts/sq ft			
c. Baseline Capacity watts/sq ft			
d. Requested Capacity (in kW) (a * b / 1000)			
e. Baseline Capacity (in kW) (a * c / 1000)			
f. Incremental Capacity (in kW) (d - e)			

2.2 The amount of the Performance Guaranty is the cost, as determined by Company, of the Incremental Capacity multiplied by a factor of 1.52. The cost of the Incremental Capacity is the positive difference, if any, between Company's estimated cost of providing the requested level of capacity and Baseline Capacity. Applicant agrees to provide Company a Performance Guaranty in the amount specified in the table below prior to Company installing the facilities necessary to provide the Incremental Capacity to serve the Premises.

Performance Guaranty (1)	Existing Structure (2)	New Structure (3)	Total Structure (2 + 3)
a. Cost of requested capacity			
b. Cost of Baseline Capacity	-0-		
c. Incremental cost (a – b)			
d. Present value factor	1.37	1.37	1.37
e. Performance Guaranty (c * d)			

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(Continued from Sheet No. 9.951)

ARTICLE III - PAYMENT ANDREFUND

3.1 At Applicant's option, the Performance Guaranty may be posted with Company in cash, or may be secured either by a surety bond or irrevocable bank letter of credit in a form acceptable to Company. At the end of Performance Guaranty Period, or upon termination of service by Applicant, whichever is earlier, if the Incremental Base Revenue is less than the Performance Guaranty, Applicant shall pay to Company the Performance Guaranty, less the amount of Incremental Base Revenue.

3.2 If, during the Performance Guaranty Period, Incremental Base Revenue equals or exceeds the Performance Guaranty and Applicant secured the Performance Guaranty through a surety bond, or irrevocable letter of credit, such bond or letter of credit shall be released or cancelled, or the amount secured by such instrument shall be reduced by the amount of the Performance Guaranty, as applicable.

3.3 If the Applicant elects to post the Performance Guaranty in cash, the Company agrees on a monthly basis to reduce the Performance Guaranty cash balance by the amount of the previous month's Incremental Base Revenue charges and credit the same amount to Applicant's previous monthly electric service billing, until such time the Performance Guaranty cash balance is depleted.

3.4 In the event that Company's construction of facilities shown on Exhibit A commences but is not completed due to a change in Applicant's plans or other circumstances related to the Premises that are not within Company's control, or if twelve months following the effective date of this Agreement Company has been unable to complete the requested installation and provide an In-Service Date due to changes or delays in Applicant's schedule or plans, Company shall be immediately entitled to an amount of the Performance Guaranty equal to Company's construction expenditures incurred in connection with this Agreement. Thereafter, Company may elect to terminate this Agreement and the balance, if any, of the Performance Guaranty will be refunded if Applicant posted a ash Performance Guaranty.

ARTICLE IV – TERM OF AGREEMENT

The term of this Agreement shall commence on the date first above written and end on the Expiration Date, or on the date Incremental Base Revenue equals the Performance Guaranty, whichever is earlier, unless terminated earlier pursuant to Section 3. 4.

ARTICLE V - FINAL SETTLEMENT

Upon the termination or expiration of this Agreement, any portion of the Performance Guaranty not previously refunded or otherwise eligible for refund under the terms of this Agreement shall be retained by Company, and any remaining balance of the Performance Guaranty that is subject to a letter of credit or surety bond shall become immediately due and payable.

ARTICLE VI - TITLE AND OWNERSHIP

Title to and complete ownership and control over the above-referenced expansion shall at all times remain with Company and Company shall have the right to use the same for the purpose of serving other customers.

ARTICLE VII - ENTIRE AGREEMENT

This Agreement supersedes all previous agreements, or representations, whether written or oral, between Company and Applicant, made with respect to the matters herein contained, and when duly executed constitutes the entire agreement between the parties hereto.

(Continued on Sheet No. 9.953)

(Continued from Sheet No. 9.952)

ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, but Applicant shall not assign this Agreement without first having obtained the written consent of Company, such consent not to be unreasonably withheld.

ARTICLE IX – SUBJECT TO FPSC RULES

This Agreement is subject to the Rules and Orders of the FPSC and to FPL's Electric Tariff, including, but not limited to the General Rules and Regulations for Electric Service (collectively "Regulations"), as such Regulations are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the Regulations, the provisions of said Regulations shall control, as they are now written, or as they may be hereafter revised, amended or supplemented, and, at Company's request, Customer agrees to conform this Agreement to such provisions, or enter into a new Agreement reflecting such provisions. This Agreement shall not be used in lieu of applicable requirements set forth in the Regulations pertaining to contributions in aid of construction, advances or deposits.

In Witness Whereof, Applicant and Company hereby have caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted by:

_____	**FLORIDA POWER & LIGHTCOMPANY**
Applicant (Print/Type Name of Organization)	
By:_____	By:_____
Signature (Authorized Representative)	Signature (Authorized Representative)
_____	_____
(Print or Type Name)	(Print or Type Name)
Title:_____	Title: _____

LLCS SERVICE AGREEMENT

This LLCS Service Agreement ("**Agreement**") is made and entered into as of this____day of_____,_____(the "**Effective Date**") by and between_____("**Customer**") and Florida Power & Light Company ("**Company**"). Company and Customer are hereinafter each referred to individually as a "**Party**" and together as the "**Parties**."

WITNESSETH

WHEREAS, the Company is an electric utility operating under Chapter 366, Florida Statutes, subject to the jurisdiction of the Florida Public Service Commission or any successor agency thereto ("**Commission**");

WHEREAS, the Customer is_____;

WHEREAS, the Customer seeks retail electric service for a proposed facility projected to have new or incremental load of 50 MW or more at a Single Location and a projected Load Factor of 85% or more at a Single Location (hereinafter, "**Customer Facility**");

WHEREAS, Customer has provided a deposit(s) to Company for purposes of undertaking and completing system impact and engineering studies ("**System Studies**"), as applicable, associated with interconnecting and serving the Customer Facility; and

WHEREAS, the Customer Facility is required to receive electric service under the Company's Rate Schedule LLCS-[1 or 2].

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Company and Customer agree as follows:

AGREEMENT

1. General Provisions.

1.1. The foregoing recitals are true and correct, form a material part of this Agreement upon which the Parties relied, and are hereby incorporated by reference into this Agreement.

1.2. Rules of Construction. For purposes of this Agreement, (i) terms defined in the singular include the plural and vice versa, and terms used in the masculine include the feminine and neuter and vice versa; (ii) references to "Articles," "Sections," "Exhibits," and "Attachments" are to articles or sections of, or exhibits or attachments to, this Agreement; (iii) all references to a particular entity include that entity's successors and permitted assigns; (iv) the words "herein," "hereof," and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection; (v) all accounting terms not specifically defined in this Agreement are to be construed in accordance with generally accepted accounting principles in the United States, consistently applied; (vi) references to this Agreement include the appendices, Exhibits, Attachments, annexes, schedules, and other attachments to this Agreement, as the same may be amended, supplemented, replaced, restated, or otherwise modified from time to time; (vii) references to any agreement or form mean such agreement or form as may be amended, restated, supplemented, or otherwise modified from time to time; (viii) the word "including," when used in this Agreement, means including without limitation; (ix) references to "Dollars" and the symbol "$" mean U.S. Dollars; (x) references to any Governmental Authority include any successor to its applicable functions; and (xi) references to any Applicable Law include any amendments, successor, or replacement thereto. Other terms used in this Agreement but not so defined will have meanings as commonly used in the English language and, where applicable, in Prudent Utility

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Practice. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings.

1.3. Good Faith and Fair Dealing. The Parties will act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (a) where the consent, approval, or similar action is required by a Party, such consent or approval will not be unreasonably withheld, conditioned, or delayed; and (b) wherever a Party has the right to determine, require, specify, or take similar action with respect to a matter, such determination, requirement, specification, or similar action will be reasonable.

1.4. Other Agreements and Rights.

1.4.1. In the event Customer enters into any agreements with Company or an Affiliate of Company in addition to this Agreement, the Parties acknowledge and agree that such agreements will be deemed to be separate and free-standing contracts that do not alter the terms of this Agreement except to the extent specified therein, nor will the terms of this Agreement be deemed to alter the terms of any other contract between the Company or Affiliate of Company and Customer.

1.4.2. This Agreement will apply to interconnections of and electric service to load located on Customer's side of the Point of Delivery.

1.4.3. This Agreement is not applicable to, and does not provide for the interconnection or delivery of, back-up or alternative generation located on the Customer's side of the Point of Delivery that serves the Customer Facility (such generation, "**Behind the Meter Generation**"). Except as necessary to prevent damage to the Company Facilities or the Company System, under no circumstances including during an Emergency, will Behind the Meter Generation be delivered to and injected into the Company System unless otherwise mutually agreed to by separate agreement between Company and Customer consistent with all Applicable Law and the Company Tariff.

2. Definitions.

2.1. "**Affiliate**" means with respect to a corporation, partnership, or other entity, each such other corporation, partnership, or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership, or other entity.

2.2. "**Applicable Law**" means all duly promulgated applicable federal, state, and local laws, statutes, treaties, codes, ordinances, regulations, rules, certificates, decrees, judgments, directives, or judicial or administrative orders, permits, and other duly authorized actions of any Governmental Authority having jurisdiction over a Party or the Parties, as applicable, their respective facilities and/or the respective services they provide.

2.3. "**Behind the Meter Generation**" has the meaning set forth in Section 1.4.3.

2.4. "**Business Day**" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

2.5. "**Change of Control**" means (i) any transfer, assignment or acquisition of the ownership, of more than fifty percent (50%) of the equity of, or any other ownership interest in, a Party to a Person that was not an Affiliate of the Party immediately prior to such transfer, assignment, or acquisition, or (ii) a change in the direct or indirect ownership of a Party such that upon the occurrence of such change, one or more Persons that were not Affiliates of such Party immediately prior to such change have the power, right or authority to direct, or cause the direction of, the management and policies of such Party.

2.6. "**CIAC Payments**" has the meaning set forth in Section 12.

2.7. "**Commercially Reasonable**" or "**Commercially Reasonable Efforts**" means, with respect to any action to be taken or attempted by a Party under this Agreement, the level of effort in light of the facts known to such Party at the time a decision is made that: (a) can reasonably be expected to accomplish the desired action at a reasonable cost; (b) is consistent with Prudent Utility Practices; and (c) takes into consideration the amount of advance notice required to take such action, the duration and type of action, and the competitive environment in which such action occurs.

2.8. "**Commission**" has the meaning set forth in the preamble of this Agreement.

(Continued on Sheet No. 9.962)

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2.9. "**Company**" has the meaning set forth in the preamble of this Agreement.

2.10. "**Company Entities**" means the officers, directors, employees, agents, and Affiliates of the Company.

2.11. "**Company Facilities**" means the transmission voltage equipment, apparatus, and devices owned by Company for purposes of providing retail electric service at transmission voltage and for interconnection to the Customer Facilities at the Point of Delivery, and Company's metering, relays, electric energy collection network, and generation control equipment.

2.12. "**Company System**" means (a) the Company's transmission system; (b) the Company's distribution system; and (c) the Company's generation resources and assets; and (d) the Company Facilities.

2.13. "**Company Tariff**" shall mean the Company's tariff on file with the Commission, and as may be amended, updated, or revised from time-to-time subject to and upon approval by the Commission.

2.14. "**Confidentiality Agreement**" has the meaning set forth in Section 24.1.

2.15. "**Contract Demand**" shall be the Customer's maximum peak load requirement at a Single Location, as specified in Section 8.2.

2.16. "**Credit Requirements**" means, with respect to a Person, that such Person's credit rating by a nationally recognized Rating Agency is equal to or greater than BBB, or if such Person is not rated by a Ratings Agency, the equivalent credit rating as determined through Company's internal rating system.

2.17. "**Customer**" has the meaning set forth in the preamble of this Agreement.

2.18. "**Customer Electrical Equipment**" means all the electrical equipment, facilities, and apparatus owned by the Customer for purposes of receiving retail electric service from the Company at the Point of Delivery.

2.19. "**Customer Facility**" has the meaning set forth in the preamble of this Agreement, and as further described in Section 8.

2.20. "**Customer Parent Company**" means _____

2.21. **"Effective Date"** has the meaning set forth in the preamble of this Agreement.

2.22. **"Emergency"** means a condition or situation that in the reasonable, good faith determination of the affected Party based on Prudent Utility Practice contributes to an existing or imminent physical threat of danger to life or a significant threat to health, property, or the environment.

2.23. "**Event of Default**" has the meaning set forth in Section 20.1.

2.24. "**Exit Fee**" has the meaning set forth in Sections 4.3.2 and 4.3.3.

2.25. "**Facility Lender**" means any Person lending money or extending credit to the Customer in connection with the development, construction, operation, or maintenance of the Customer Facility, including any refinancing thereof.

2.26. "**FPL Construction and Operating Agreement**" means the agreement required to accept and memorialize the results of the System Studies as set forth in Section 5 and the Parties' respective construction, ownership, operation, and management responsibilities.

2.27. "**Force Majeure Event**" has the meaning set forth in Section 16.2.

(Continued on Sheet No. 9.963)

(Continued from Sheet No. 9.962)

2.28. "**Governmental Authority**" means any federal, state, local, or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other Governmental Authority having jurisdiction over the Parties, their respective facilities, or the respective services that they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Customer, the Company, or any Affiliate thereof.

2.29. "**Incremental Generation Charge**" has the meaning set forth in the Rate Schedule LLCS-[1 or 2] in the Company Tariff.

2.30. "**In-Service Date**" has the meaning set forth in Section 10.

2.31. "**Letter of Credit**" means an irrevocable standby letter of credit issued by a Qualified Issuer substantially in the form attached as Appendix E.

2.32. "**LLCS**" means Large Load Contract Service.

2.33. "**Load Factor**" shall be the load factor projected for the Customer Facility as determined by the Company pursuant to the Company Tariff.

2.34. "**Load Ramp Demand**" shall be the Customer's minimum monthly peak load requirements for each month during the Load Ramp Period.

2.35. "**Load Ramp Period**" shall be the time from the In-Service Date until Customer reaches full Contract Demand, as set forth in Section 8.4.

2.36. "**Losses**" has the meaning set forth in Section 18.1.

2.37. "**Net Present Value**" means the sum of the monthly payments, discounted at the Company's average midpoint cost of capital. The cost of capital is filed monthly with the Commission as part of the Company's Rate of Return Surveillance Report, Schedule 4. The monthly discount rate shall be calculated as the annual rate per Schedule 4, divided by 12 months.

2.38. "**Parent Company Guaranty**" has the meaning set forth in Section 11.2.

2.39. "**Performance Security**" means cash, a Letter of Credit, Surety Bond, or a Parent Company Guaranty.

2.40. "**Person**" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity.

2.41. "**Point of Delivery**" means the physical point or points at which the Customer Electrical Equipment interconnects with the Company Facilities, as determined in the System Studies.

2.42. "**Premises**" has the meaning set forth in Section 8.1.

2.43. "**Prudent Utility Practice**" means any of the practices, methods, standards, and acts engaged in or approved by a significant portion of the applicable segment of the electric utility industry during the relevant time period, or any of the practices, methods, standards, and acts which, in the exercise of Commercially Reasonable judgment, in light of the facts known (or reasonably should have been known) at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with Applicable Law, permits, codes, standards, equipment manufacturer's recommendations, good business practices, reliability, safety, environmental protection, economy, and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to those practices, methods, standards, and acts generally acceptable or approved in the region.

2.44. "**Qualified Issuer**" means a U.S. commercial bank or a U.S. branch office of a foreign bank that has (i) a Credit Rating of "A-" or better by S&P, "A3" or better by Moody's and (ii) assets of at least $10,000,000,000. If such rating is equivalent to A-/A3, such Qualified Issuer must not be on credit watch or have a negative outlook by any rating agency.

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(Continued from Sheet No. 9.963)

2.45. "**Rate Schedule LLCS-[1 or 2]"** shall mean the Rate Schedule LLCS-[1 or 2] in the Company Tariff.

2.46. "**Rating Agency**" means any of S&P Global Ratings, a division of S&P Global Inc. and Moody's Investors Service, Inc., or their respective successors.

2.47. "**RECs**" has the meaning set forth in Section 7.3.

2.48. "**Reliability Standards**" means mandatory reliability standards adopted by the North American Electric Reliability Corporation, Federal Energy Regulatory Commission, or the Commission, and any successor entities, as amended from time to time, applicable to the facilities owned, and/or operated by Customer and Company, respectively.

2.49. "**Security Amount**" has the meaning set forth in Section 11. The Security Amount will be calculated based on the Incremental Generation Charges in effect at the time this Agreement is executed by the Customer as set forth in the Rate Schedule LLCS-[1 or 2] approved by and on file with the Commission.

2.50. "**Security Term**" has the meaning set forth in Section 11.1.

2.51. "**Single Location**" means a geographic area that is owned (whether partially or wholly), operated, used, or leased by Customer and/or an Affiliate of Customer, which can include a contiguous or adjacent lot to the area with the Customer's Point of Delivery, and may be considered the Customer's Premises regardless of lots, easements, public thoroughfares, or rights-of-way.

2.52. "**System Studies**" are the required engineering and system impact studies to be completed by the Company to determine the investments and upgrades necessary to the Company System in order to interconnect and safely provide reasonably adequate retail electric service with respect to the Contract Demand associated with the Customer Facility. The System Studies are required for all LLCS interconnect requests to determine: (i) project scope and feasibility, and technical/engineering and operational requirements; (ii) capacity availability, including amount and timing; (iii) expected timeline to interconnect Customer Facility to the Company System; and (iv) estimate of costs to interconnect Customer Facility to the Company's System.

2.53. "**Termination Period**" shall have the meaning set for in Section 20.2.1.

2.54. "**Term**" means the Minimum Term, plus any extensions thereto pursuant to Section 4.1.2.

3. Documents Included.

3.1. This Agreement consists of this document and the following appendices which are attached hereto, and which are specifically incorporated herein and made a part hereof by this reference:

Appendix A	Load Ramp Demand and Load Ramp Period
Appendix B	Parent Company Guaranty
Appendix C	Current Rate Schedule LLCS-[1 or 2]
Appendix D	Notices
Appendix E	Form Irrevocable Standby Letter of Credit

4. Term and Termination.

4.1. Minimum Term:

4.1.1. Pursuant to Rate Schedule LLCS-[1 or 2], the Minimum Term shall be from the In-Service Date through and including the twentieth (20th) anniversary of the In-Service Date.

(Continued on Sheet No. 9.965)

(Continued from Sheet No. 9.964)

4.1.2. After the Minimum Term, electric service under this Agreement shall continue until terminated by either the Company or the Customer upon written notice consistent with the notice provisions in Section 4.2.1.

4.2. Notice and Termination:

4.2.1. The Customer must provide notice in accordance with Section 15 at least two (2) years in advance of terminating service. In such event, service under this Agreement will terminate automatically on the date following the second (2nd) annual anniversary of the date of the Customer's termination notice; provided, however, the Customer may be subject to an early termination fee as set forth in Section 4.3.

4.2.2. The Company may terminate service under this Agreement at any time due to a Customer Event of Default pursuant to Section 20.2.

4.3. Early Termination.

4.3.1. In the event the Customer terminates this Agreement prior to the In-Service Date, the Customer shall be responsible for payment of all costs incurred by the Company under this Agreement as of the date of the Customer's termination.

4.3.2. In the event (i) the Customer terminates this Agreement after the In-Service Date and prior to the end of the Minimum Term, (ii) the Customer terminates pursuant to Section 16.6, or (iii) the Company terminates this Agreement pursuant to Section 4.2.2, then the Customer shall be responsible for payment of an "Exit Fee" equal to the Net Present Value of the accelerated payment of the total Incremental Generation Charges, absent the termination, would have been paid by the Customer over the remaining balance of the Minimum Term. For purposes of this Section 4.3.2, the Exit Fee will be calculated based on the Incremental Generation Charges in effect at the time of the termination as set forth in the Rate Schedule LLCS-[1 or 2] approved by and on file with the Commission.

4.3.3. In the event the Customer terminates this Agreement after the In-Service Date, but fails to provide the Company with at least two (2) years' advance written notice in accordance with Section 4.2.1, the Customer shall be responsible for payment of an Exit Fee equal to the Net Present Value of the accelerated payment of the total Incremental Generation Charges that (i) would have been paid by the Customer over the two (2) year notice period, or (ii) would, absent the termination, have been paid by the Customer over the remaining balance of the Minimum Term, whichever is longer. For purposes of this Section 4.3.3, the Exit Fee will be calculated based on the Incremental Generation Charges in effect at the time of the termination as set forth in the Rate Schedule LLCS-[1 or 2] approved by and on file with the Commission.

4.4. Survival.

4.4.1. In addition to any other provisions of this Agreement that, by their terms, survive the termination of this Agreement, the following rights, obligations, or provisions survive the termination of this Agreement: (i) obligations of a Party to the other Party to pay any amounts or to perform any duties or obligations that accrued or arose prior to, that directly resulted from, or that contemplate performance following, the termination of this Agreement; (ii) Section 4.3; (iii) Section 15; (iv) Section 18 (which survive through the conclusion of the statute of limitations period applicable to any potential third-party claim or the resolution of any then outstanding third party claim, if later); (v) Section 22; (vi) Section 23; and Section 24.5.

5. System Studies. The effectiveness of this Agreement is conditioned on:

5.1. The Customer making the deposit(s) required for the Company to undertake and complete the System Studies.

5.2. The Company having provided the System Studies to the Customer on_____day of _____.

5.3. The Customer timely accepting and agreeing to the results of such the System Studies by executing an "FPL Construction and Operating Agreement" and paying any required CIAC Payments pursuant to Section 12.

6. Service.

(Continued on Sheet No. 9.966)

(Continued from Sheet No. 9.965)

6.1. Unless otherwise determined by the Company, all electric service provided by the Company for the Customer Facility shall be furnished through one primary meter at the available transmission voltage.

6.2. Unless otherwise determined by the Company, all service shall be three phase, 60 hertz at the available transmission voltage of 69 kV or higher.

6.3. Interruption of Service.

6.3.1. The Company will use Prudent Utility Practice to furnish electric service consistent with the Company Tariff.

6.3.2. The Parties agree that interruptions or partial interruptions may occur or electric service may be curtailed, become irregular, or fail as a result of a variety of events and circumstances, including: (i) a Force Majeure Event; (ii) fuel or capacity shortages; (iii) breakdown or damage to the Company's generation, transmission, or distribution facilities; (iv) repairs or changes in the Company generation, transmission, or distribution facilities; (v) events of an emergency or as necessary to maintain the safety and integrity of the Company System; and (vi) ordinary negligence of the Company's employees, servants, or agents. In any such case, the Company will not be liable for any damages whatsoever, including loss of revenues or production.

6.3.3. If the Company interrupts or partially interrupts service to Customer through automated or manual action due to an emergency event or as necessary to maintain the safety and integrity of the Company System in accordance with Section 6.3.2, Company will provide notice to Customer in accordance with Section 9.10. In any such event, Customer shall not reconnect or restore service with the Company System, either manually or through auto-restoration type of devices on the Customer Electric Equipment or by electrical bypass, unless and until notified by the Company.

6.3.4. If the Customer interrupts or partially interrupts load being served by the Company through automated or manual action due to an emergency event or as necessary to maintain the safety and integrity of the Customer's equipment, Customer will provide notice to Company in accordance with Section 9.10. In any such event, Customer shall not restore load back onto the Company System, unless and until coordinated with the Company.

6.3.5. In the event the Customer Facility's reliability requirements exceed those provided by the Company in accordance with the Company Tariff, then Customer must advise the Company and install or contract for additional facilities with increased resiliency and reliability as may be required; provided, the Company will not, under any circumstances, be required to provide one hundred percent (100%) reliability or uninterrupted electric service. The Customer requesting facilities that are not usual and customary may be required to pay a contribution in aid of construction based on the incremental cost of the requested facilities.

7. Generation Resource(s).

7.1. The Company, in its sole discretion, will select the resource(s) that will serve the Contract Demand in a manner consistent with the Company's total system resource planning processes and the applicable Ten-Year Site Plan approved by the Commission.

7.2. The Customer has no right or entitlement to select the type, characteristics, size, or location of the Company System, including the generation resource(s) to be used by the Company to serve the Contract Demand or Customer Facility under this Agreement.

7.3. The Customer may have the ability, but not the right, under separate agreement to purchase renewable energy credits ("RECs") from the Company to the extent such RECs are available. Any such purchases shall be separately contracted between the Customer and the Company, and pricing for RECs shall be at a negotiated price that is mutually acceptable to the Customer and the Company.

8. Customer Facility.

8.1. The Customer Facility is located at a Single Location with the following service location

_____("Premises").

(Continued on Sheet No. 9.967)

(Continued from Sheet No. 9.966)

8.2. The Parties agree that the maximum Contract Demand with respect to the Customer Facility shall not exceed _____MW. Customer shall not add or install additional load to the Customer Facility at the Premises above the Contract Demand without Company's prior written approval and without first having provided a deposit(s) to the Company for purposes of undertaking and completing the System Studies, as applicable, associated with interconnecting and serving such additional load and, if applicable, entering into a new LLCS Service Agreement and satisfying any other requirements the Company may reasonably request.

8.3. The Parties agree that the Load Factor for the Customer Facility is projected to be 85% or more.

8.4. The Parties agree to the Load Ramp Demand and Load Ramp Period for the Customer Facility as set forth in Appendix A.

9. Construction, Ownership, Operation, and Management of Electrical Facilities.

9.1. In the System Studies and the FPL Construction and Operating Agreement, the Parties have identified certain equipment that must be designed, engineered, procured, permitted, constructed, owned, operated, and maintained in order that the Company can deliver and the Customer can accept retail electric service at transmission voltage for the Customer Facility at the Premises.

9.2. Unless otherwise mutually agreed by the Parties, the Customer shall be responsible to acquire all Federal, state, local, and other Governmental Authority permits, licenses, or other approvals that may be required for the development of the site for the Customer Facility and the construction, operation, and maintenance of the Customer Facility, as well as to comply with and satisfy any conditions imposed on any such approvals. For the avoidance of doubt, this Section 9.2 shall include approvals necessary for the benefit or on behalf of any Company Facilities to be located and constructed on the site for the Customer Facility or otherwise on land owned or leased by the Customer or Affiliates of the Customer. The Customer shall be solely responsible for all costs associated with the approvals under this Section 9.2.

9.3. All Customer Electrical Equipment and any related facilities necessary for Customer to receive and utilize the power and energy delivered hereunder shall be procured, permitted, installed, paid for, owned, operated, and maintained by the Customer in accordance with Applicable Law and Prudent Utility Practice.

9.4. The Customer shall, at its sole cost and expense, construct, own, operate, and maintain the Customer Electrical Equipment or Customer Facility in accordance with the terms and conditions of the FPL Construction and Operating Agreement.

9.5. The Customer shall not operate any equipment in a manner that will cause voltage disturbances on the Company System. The Customer shall, during the term of this Agreement, protect, defend, indemnify, and hold the Company and the Company Entities free and unharmed from and against any third-party liabilities whatsoever resulting from or in connection with the Customer's failure to adhere to the foregoing provisions of this Subsection 9.5.

9.6. The Company will use Commercially Reasonable Efforts to (i) design, engineer, procure, permit, construct, own, operate, and maintain the Company Facilities in accordance with Applicable Law and Prudent Utility Practice; and (ii) operate such Company Facilities, in a manner consistent with Prudent Utility Practices, that protects the Customer Electric Equipment, including the Customer Facility, from transients, faults, and other operating contingencies consistent with the Interruption of Service in Section 6.3.

9.7. Reliability Standards.

9.7.1. The Customer will be responsible for compliance with all Reliability Standards applicable to the Customer Electrical Equipment; and the Company will be responsible for compliance with all Reliability Standards applicable to the Company System. Each Party will be responsible for the costs of compliance with such Reliability Standards for their respective facilities and systems, including (a) costs associated with modifying their respective facilities or systems to comply with changes in such Reliability Standards; and (b) any financial penalties for non-compliance.

9.7.2. Each Party agrees to share data or documentation to the other Party as may be required to demonstrate a Party's compliance with the Reliability Standards where an individual Party has possession of data or documentation necessary for the other Party to demonstrate compliance.

(Continued on Sheet No. 9.968)

(Continued from Sheet No. 9.967)

9.8. Right of Installation. Each Party will make space available to the other Party suitable for the installation by such other Party of necessary equipment, apparatus, and devices required for the performance of this Agreement.

9.9. Disconnection. Except in the case of an Emergency, a Force Majeure Event, or a requirement to comply with Reliability Standards or Applicable Law, the Parties will consult reasonably with each other prior to disconnecting the Customer Facility from the Company Facilities.

9.10. Outages. In accordance with Prudent Utility Practice, each Party may, in cooperation with the other Party, remove from service its system elements that may affect the other Party's system as necessary to perform maintenance or testing or to replace installed equipment. Absent the existence of an Emergency, a Force Majeure Event, or a requirement to comply with Reliability Standards or Applicable Law, the Party scheduling such maintenance, testing or replacement will use good faith efforts to schedule such maintenance, testing or replacement on a date mutually acceptable to both Parties, in accordance with Prudent Utility Practice. The Parties will comply with all current Company reporting requirements, as they may be revised from time to time, and as they apply to the Customer or the Company.

9.11. Emergency. In the event of an Emergency, the affected Party will provide prompt notice of such Emergency to the other Party and may, in accordance with Prudent Utility Practice and using its reasonable judgment, take such action as is reasonable and necessary to prevent, avoid, or mitigate injury, danger, and loss.

9.12. Safety Standards.

9.12.1. The Parties agree that all work performed under this Agreement will be performed in accordance with all Applicable Law, standards, practices, and procedures pertaining to the safety of persons or property. To the extent a Party performs work on the other Party's property, the Party performing work will also abide by the safety, or other access rules applicable to such other Party's property.

9.12.2. Each Party will be solely responsible for the safety and supervision of its own employees, agents, representatives, and contractors.

9.13. Environmental Considerations.

9.13.1. Each Party will remain responsible for compliance with all Applicable Laws with respect to the environment and applicable to its own respective property, facilities, and operations. Each Party will promptly notify the other Party upon discovering any release of any hazardous substance by it on the property or facilities of the other Party, or which may migrate to, or adversely affect the property, facilities, or operations of the other Party and will promptly furnish to the other Party copies of any reports filed with any Governmental Authority addressing such events.

9.13.2. The Party responsible for the release of any hazardous substance on the property or facilities of the other Party, or which may migrate to, or adversely affect the property, facilities, or operations of, the other Party will be responsible for the reasonable costs, fees and expenses of performing any and all remediation or abatement activity and submitting all reports or filings required by Applicable Law.

10. In-Service Date.

10.1. The Parties agree that the estimated "In-Service Date" is the date that the Company plans to install and place in-service the facilities and capacity necessary to provide electric service to the Customer Facility, which date shall not occur before the later of: (i) the date that construction of the electric facilities necessary to interconnect the Customer Facility with the Company System is complete; or (ii) the date which the Company has sufficient generation capacity to safely and adequately serve the Customer Facility consistent with the Company's standard total system resource planning process.

10.2. Subject to Section 10.1 above, the Parties agree that the initial, estimated In-Service Date is_____. The Company shall use Commercially Reasonable Efforts to meet this estimated In¬ Service Date; provided, however, that the Parties understand the Company has no obligation to provide electric service to the Customer Facility (i) unless and until there is sufficient generation capacity to provide such service, or (ii) if providing such service would affect the safe and adequate service or voltage to other customers served by the Company.

(Continued on Sheet No. 9.969)

(Continued from Sheet No. 9.968)

10.3. If the Company determines that it is unable to meet the estimated In-Service Date for any reason, the Company will notify Customer and describe the reasons for any delay and the Parties agree to collaborate and use Commercially Reasonable Efforts to agree upon an updated estimated In-Service Date.

10.4. Notwithstanding the foregoing provisions of this Section 10, the "In-Service Date" for all purposes of this Agreement shall be the latest to occur of (x) the date on which the Company completes the installation of the facilities and capacity necessary to begin providing service to the Customer Facility, (y) the satisfaction of Section 10.1(i), and (z) the satisfaction of Section 10.1(ii).

11. Security Requirements.

11.1. No later than five (5) days after the Effective Date, the Customer shall provide Performance Security in an amount equal to the Security Amount. Such Performance Security shall be maintained until the later of (i) expiration of the Term or earlier termination pursuant to the terms of this Agreement, and (ii) the date on which the Customer has satisfied in full all of its obligations under this Agreement ("Security Term").

11.1.1. For Customers that satisfy the Credit Requirements, the Security Amount shall be equal to the net present value of five (5) years of Incremental Generation Charge revenues.

11.1.2. For Customers that do not satisfy the Credit Requirements, the Security Amount shall be equal to the net present value of ten (10) years of Incremental Generation Charge revenues.

11.1.3. For Customers not rated by a nationally recognized Rating Agency, the Security Amount shall be equal to either (i) the present value of five (5) years of Incremental Generation Charge revenues or (ii) the present value of ten (10) years of Incremental Generation Charge revenues based on the Company's assessed credit worthiness of the Customer as determined through Company's internal rating system.

11.2. So long as Customer's Parent satisfies the Credit Requirements, the Customer may provide as security a guaranty from Customer's Parent substantially in the form provided as Appendix B, duly executed by Customer's Parent for the benefit of the Company ("Parent Company Guaranty"). Provided, however, the Parent must have sufficient net available liquidity of more than the five years of the Security Amount, which will be subject to an annual review.

11.3. If, at any time during the Security Term, Customer's Parent fails to satisfy the Credit Requirements, the Customer shall provide, in lieu of such Parent Company Guaranty, either (i) a Letter of Credit, (ii) cash deposit in escrow, (iii) Surety Bond, or (iii) a combination of the foregoing, in each case equal to the Security Amount. If, at any time during the Security Term, Customer's Parent meets the Credit Requirements, the Customer may replace the then-posted Performance Security with a Parent Company Guaranty. In addition, the Company may consider, at its sole discretion, on-demand payment bonds as a supplemental security instrument for specific values and durations.

11.4. Any amounts owed by the Customer to the Company under this Agreement and Rate Schedule LLCS-[1 or 2] (other than disputed amounts) and not satisfied within thirty (30) days of becoming due and owing may be satisfied by the Company by a draw upon the Customer's Performance Security until such Performance Security has been exhausted.

12. Contribution-In-Aid of Construction (CIAC).

12.1. Within forty-five (45) days from the date of this Agreement, the Customer shall make all payments required by and calculated pursuant to the CIAC rule set forth in the Company Tariff in effect at the time of the payment (such payments, the "CIAC Payments").

12.2. Unless otherwise mutually agreed by the Parties, a failure to timely remit the CIAC Payments shall render this Agreement and any associated System Studies null and void. Any renewed or new requests by Customer to interconnect the same or similar Customer Facility or Customer Electrical Equipment shall require deposit(s) for new System Studies and a new LLCS Service Agreement.

12.3. The Company has no obligation to begin any construction related activities, including ordering or acquiring any necessary equipment, associated with extending electric service to the Customer Facility unless and until receipt of the CIAC Payments.

(Continued on Sheet No. 9.970)

(Continued from Sheet No. 9.969)

13. Rates, Rules, and Regulations.

13.1. The Company agrees to furnish and deliver, and the Customer agrees to take and receive, power pursuant to the rates, rules, and regulations set forth in Rate Schedule LLCS-[1 or 2] of the Company Tariff, which is provided as Appendix C to the Agreement.

13.2. Service under this Agreement is subject to (i) orders of Governmental Authorities having jurisdiction, (ii) Rate Schedule LLCS-[1 or 2] (including the monthly rate components), and (iii) the Company Tariff. Any change approved by the Commission with respect to the foregoing shall be effective on its approval date and shall apply prospectively to service under this Agreement.

14. [RESERVED]

15. Notice

15.1. All notices, requests, statements, demands, and other communications under this Agreement must, unless otherwise specified herein, be in writing and delivered in person or sent by e-mail, reliable overnight delivery service, or registered or certified mail, postage prepaid to the address of the Party specified in Appendix D. A notice sent by e-mail shall be effective if receipt is acknowledged by the intended recipient and, if so, shall be deemed received on the Business Day on which such Notice was transmitted if received before 5:00 p.m. (and if received after 5:00 p.m., on the next Business Day). Notice by United States mail, or hand delivery is effective on the day actually received, if received during a Business Day, and otherwise shall be effective at the beginning of the next Business Day. Notice by overnight delivery service is effective on the next Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith.

16. Force Majeure Events

16.1. Excuse. Subject to Section 16.2 below, and except as expressly set forth herein, neither Party will be considered to have breached its obligations under this Agreement if performance of such obligations is prevented due to a Force Majeure Event.

16.2. Definition. For purposes of this Agreement, "Force Majeure Event" means, subject to Section 16.3, an event or condition that meets each of the following conditions: (w) is not attributable to the fault or negligence of the affected Party, (x) is caused by factors beyond that Party's reasonable control, and (y) the Party was or has been, as applicable, unable to prevent, avoid, or overcome the event, condition, or consequences thereof despite the exercise of commercially reasonable efforts. Force Majeure Events may include, but are not limited to: (i) explosion, sabotage, vandalism, or destruction by a third party of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement; (ii) war, riot, terrorism, insurrection, national emergency, acts of a public enemy, or other similar civil disturbance; (iii) floods, earthquakes, hurricanes, tornadoes, lightning, drought, fires (including wildfires), hailstorms, ice storms and other similar natural occurrences; (iv) action or inaction by any Governmental Authority; (v) pandemics and epidemics; (vi) for the avoidance of doubt, the failure of the Company to obtain any permits, consents or authorizations of any Governmental Authority to construct the Company Facilities after expending efforts consistent with Prudent Utility Practice; (vii) acts of God; or (viii) other similar occurrences beyond the affected Party's control.

16.3. Exclusion. Notwithstanding the definition set forth in Section 16.2, Force Majeure Event does not include, and may not be based on, the following events or conditions: (i) economic hardship of either Party; (iii) loss of the Customer's markets or the Customer's inability to use any portion of the generation capacity provided by Company to serve the Customer's Contract Demand for any particular purpose; or (iii) breakage or failure of equipment, other than as a result of a Force Majeure Event.

16.4. Claims of Force Majeure. In connection with any Force Majeure Event, the affected Party shall: (i) provide reasonably prompt notice of such Force Majeure Event to the other Party giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement, but in no event will such notice take longer than five (5) Business Days after becoming aware of the impact of such Force Majeure Event, subject in all cases to the affected Party's right to observe any safety precautions that it determines are required in connection with such Force Majeure Event, which may prolong a determination of impact; (ii) provide periodic updates during the continuance of the Force Majeure Event that (A) summarize the measures taken by the affected Party and that the affected Party plans to take in order to mitigate the impact of such Force Majeure Event and (B) provide an estimate of the expected duration of the period during which the performance by the affected Party of its material obligations under this Agreement will be prevented or adversely affected due to the Force Majeure Event; (iii) take commercially reasonable actions to correct or cure the event or condition excusing performance under this Agreement so that the suspension of performance or adverse impact is no greater in scope and no longer in duration than is dictated by the problem; and (iv) exercise commercially reasonable efforts to mitigate or limit damages to the other Party. The affected Party's failure to

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16.4. comply with any of its obligations in this Section 16.4 shall not prevent it from being excused from the performance of its obligations impacted by the Force Majeure Event, except to the extent that the other Party was actually prejudiced by such failure.

16.5. Resumption of Performance. The affected Party shall provide prompt notice to the other Party once it is able to resume performance of its obligations following the occurrence of a Force Majeure Event.

16.6. Termination Due To Force Majeure Event. In addition to and without limiting any other provisions of this Agreement, following the In-Service Date, if a Party is prevented from performing its material obligations under this Agreement due to (a) any single and then currently continuing Force Majeure Event for longer than three hundred and sixty-five (365) consecutive days, or (b) any Force Majeure Event(s) comprising more than three hundred and sixty-five (365) days in the aggregate in any twenty-four (24) month period, then in each case, either Party may terminate this Agreement early; provided that (i) Customer shall pay the Exit Fee pursuant to Section 4.3.2, and (ii) each Party will remain liable to the other Party for obligations that arose prior to termination

17. Assignment.

17.1. Consent Required. Except as provided in this Section 17, neither Party may assign or otherwise transfer this Agreement or its rights or obligations hereunder without the other Party's prior written consent, which consent may not be unreasonably delayed, conditioned, or withheld. Any assignment or other transfer in violation of this provision is null and void.

17.2. Permitted Assignment. Notwithstanding the foregoing:

17.2.1. The Customer's consent is not required for the Company to assign or transfer this Agreement or its rights or obligations hereunder with respect to: (i) transactions between or among Affiliates of the Company, including any corporate reorganization, merger, combination or similar transaction or transfer of assets or ownership interests between or among Affiliates of Company; or (ii) Change of Control of the Company. The Company shall notify the Customer of any such assignment or transfer no later than fifteen (15) days after the assignment or transfer.

17.2.2. The Company's consent is not required for the Customer to assign, transfer, or otherwise pledge this Agreement or its rights or obligations hereunder with respect to: (i) a Change of Control of the Customer; (ii) for collateral purposes to a Facility Lender (or for such Facility Lender, after exercising its foreclosure rights, to assign this Agreement to a third party); or (iii) transactions between or among Affiliates of the Customer, including any corporate reorganization, merger, combination or similar transaction, or transfer of assets or ownership interests between or among Affiliates of the Customer; provided, in each case (other than pursuant to a collateral assignment to a Facility Lender), that (x) the Credit Rating applicable successor, surviving entity, assignee or transferee, immediately after giving effect to such event is equal to or greater than the Credit Rating of the Customer (y) no Event of Default shall have occurred and be continuing immediately before, or can reasonably be expected to occur upon or as a result of, such assignment or transfer, and (z) such assignee or transferee has assumed in writing all of the obligations of the Customer under this Agreement (including the Customer's obligations to post and maintain security under Section 11) and has agreed to be bound by all the terms and conditions of this Agreement accruing or arising from and after the effectiveness of such assignment or transfer. The Customer shall notify the Company of any such assignment or transfer no later than fifteen (15) days after the assignment or transfer.

17.2.3. For any permitted collateral assignment under Section 17.2.2, the Company will execute a consent and agreement to enable such assignment as reasonably required by a Facility Lender. Any assignment to a Facility Lender will not relieve the Customer of its obligations or liabilities under this Agreement. The Company has no obligation to provide consent, or enter into any agreement, or that would materially increase the Company's obligations under this Agreement or that would be reasonably expected to adversely affect the Company. The Customer will pay directly or reimburse the Company for its reasonable out-of-pocket expenses incurred in the negotiation of any documents requested by the Customer or a Facility Lender under this Section 1

18. Indemnity.

18.1. The Company and the Customer shall defend (with respect to third-party claims), indemnify, and hold each other, and their respective officers, directors, employees, and agents, harmless from and against all third-party claims, demands, losses, liabilities, and expenses (including reasonable attorneys' fees) (collectively, "Losses") for personal injury or death to persons and damage to each other's physical property or facilities or the property of any other person to the extent arising out of, resulting from, or caused by the negligent or intentional and wrongful acts, errors, or omissions of the indemnifying Party. This obligation to indemnify, defend, and hold harmless applies notwithstanding any negligent or intentional acts, errors or omissions of the indemnitees but the indemnifying Party's liability to pay Losses to the indemnified Party shall be reduced in proportion to the

(Continued on Sheet No. 9.972)

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18.1. percentage by which the indemnitees' negligent or intentional acts, errors or omissions caused the Losses. Each Party's obligation to indemnify, defend, and hold harmless does not apply to Losses resulting from the sole negligence or willful misconduct of the potential indemnitee. An indemnitee that becomes entitled to indemnification or defense under this Section must notify the indemnifying Party of any claim or proceeding in respect of which it is to be indemnified or defended as soon as reasonably practicable after the indemnitee obligated to give such notice becomes aware of such claim or proceeding. Failure to give such notice shall not excuse the obligation to indemnify or defend except to the extent failure to provide notice adversely affects the indemnifying Party's interests in a material respect. The indemnifying Party shall, within 30 days after the date the indemnifying Party is notified of any such claim, assume the defense thereof with counsel designated by the indemnifying Party but reasonably acceptable to the indemnitee; except that if the defendants in any such action include both the indemnitee and the indemnifying Party or if the claim seeks an order of injunctive relief or other equitable remedies, involves criminal liability, or involves any Governmental Authority, then the indemnitee shall have the right to select and be represented by separate counsel designated by the indemnitee, at the expense of the indemnifying Party. If the indemnifying Party fails to assume the defense of a claim as required under this Agreement, the indemnitee may, at the expense of the indemnifying Party, contest, settle, or pay such claim and the indemnifying Party shall be bound by the results obtained by the indemnitee with respect to such claim. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

19. Risk of Loss.

19.1. The Parties agree that title to, and risk of loss relate to, the energy delivered pursuant to this Agreement shall transfer from Company to Customer at the Point of Delivery.

19.2. Except under situations of gross negligence or intentional wrongdoing, including, without limitation, willful misconduct, by the other Party, each Party will have the full risk of loss for its own property and material, and each Party will obtain and maintain insurance coverage accordingly under its own insurance and risk management procedures. To the extent permitted by each Party's insurer, at no additional cost to that Party, each Party will require its property insurer to waive the right of subrogation.

20. Events of Default.

20.1. The occurrence with respect to a Party of any of the following events or conditions constitutes an event of default with respect to such Party (an "Event of Default"):

20.1.1. Such Party becomes Bankrupt;

20.1.2. Such Party assigns or transfers this Agreement other than in accordance with Section 17;

20.1.3. Customer materially breaches any provision of this Agreement, Rate Schedule LLCS-[1 or 2], or the Company's Tariff and fails to cure any such breach within ninety (90) days after written notice by Company of the existence and nature of such alleged breach; provided, however, that if such breach is not reasonably capable of being cured within such ninety (90) day period, then Customer will have additional time (not exceeding an additional thirty (30) days) as is reasonably necessary to cure the breach so long as Customer promptly commences and diligently pursues the cure; and

20.1.4. Company materially breaches any provision of this Agreement, and fails to cure any such breach ninety (90) days after written notice by Customer of the existence and nature of such alleged breach; provided, however, that if such breach is not reasonably capable of being cured within such ninety (90) day period, then Company will have additional time (not exceeding an additional thirty (30) days) as is reasonably necessary to cure the breach, so long as Company promptly commences and diligently pursues the cure.

20.2. Termination for Event of Default. If a Party fails to cure an Event of Default within the applicable cure period, and the default is not contested pursuant to the dispute resolution process set forth in Section 22, the non-defaulting Party will have the right to terminate this Agreement.

20.2.1. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Agreement at the end of the ninety (90) day notice period (the "Termination Period"); provided, if the Customer cures the Event of Default or other compliance deficiencies described by the Company, to the Company's satisfaction in its sole discretion, prior to the end of the Termination Period, the Company shall not terminate this Agreement.

(Continued on Sheet No. 9.973)

(Continued from Sheet No. 9.972)

21. Jurisdiction.

21.1. This Agreement is subject to the jurisdiction of the Commission as part of the provision of retail electric service by the Company to the Customer pursuant to the Company's Tariff.

22. Dispute Resolution and Venue.

22.1 If a dispute arises between the Parties regarding this Agreement, either Party will give written notice to the other Party. If the Parties are unable to resolve the dispute between themselves within sixty (60) days, either Party may submit the dispute to a court of competent jurisdiction in Florida, or in the United States District Court having jurisdiction in Florida, and each Party agrees that each such court shall have personal jurisdiction over it with respect to such proceeding, and waives any objections it may have, and expressly consents, to such personal jurisdiction.

23. Limitation on Consequential, Incidental, and Indirect Damages.

23.1. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE CUSTOMER NOR COMPANY, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, FOR CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ACTIONS UNDERTAKEN IN CONNECTION WITH OR RELATED TO THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES WHICH ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW, UNDER ANY INDEMNITY PROVISION OR ANY OTHER THEORY OF RECOVERY. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY, AND SUCH DIRECT DAMAGES SHALL BE THE SOLE AND EXCLUSIVE MEASURE OF DAMAGES AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED; PROVIDED, HOWEVER, THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS WILL NOT IN ANY WAY LIMIT THE LIABILITY OR DAMAGES UNDER ANY THIRD-PARTY CLAIMS OR THE LIABILITY OR DAMAGES OF A PARTY WHOSE ACTIONS GIVING RISE TO SUCH LIABILITY CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS SECTION 23 SHALL APPLY REGARDLESS OF FAULT AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS CONTRACT. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WAIVER OF A PARTY'S RIGHT TO SEEK INJUNCTIVE RELIEF.

24. Miscellaneous.

24.1. Confidentiality. With respect to the treatment of confidential information, the Parties shall remain subject to that certain Confidentiality Agreement by and between the Parties dated as of_____(the "Confidentiality Agreement"); provided, that, during the Term, the terms of the Confidentiality Agreement will govern this Agreement, notwithstanding any earlier termination or expiration of the Confidentiality Agreement.

24.2. No Third-Party Beneficiary. Except as expressly provided herein (including with respect to Section 17 and Section 18), this Agreement is for the sole and exclusive benefit of the Parties and is not intended to create a contractual relationship with, or cause of action or other rights in favor of, any Person other than the Parties.

24.3. Subcontractors and Agents.

(Continued on Sheet No. 9.974)

(Continued from Sheet No. 9.973)

24.3.1. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor or agent as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors and agents to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor or agent.

24.3.2. The creation of any subcontract or agency relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor or agent the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Company be liable for the actions or inactions of Customer or its subcontractors or agents with respect to obligations of Customer. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor or agent of such Party.

24.3.3. The obligations under Section 24.3 will not be limited in any way by any limitation of subcontractor's or agent's insurance.

24.4. Headings. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein and are to be ignored for the purposes of construction.

24.5. Governing Law. This Agreement will be interpreted and governed by the laws of the State of Florida, without regard to its conflict of laws' provisions.

24.6. No Joint System. The Parties each own and operate separate interconnected electric systems, and no provision of this Agreement will be interpreted to mean or imply the Parties have established or intend to establish a jointly-owned electric system, a joint venture, trust, a partnership, or any other type of association.

24.7. Relationship to Tariffs. The Parties acknowledge that all the rights and obligations identified in the Company's Tariff will apply to this Agreement, and nothing contained herein will abrogate any of the rights or entitlements of the Company or the Customer pursuant to the Tariff other than as explicitly set forth in this Agreement, subject to any required approval of the Commission or other applicable regulatory authority for the provision of retail electric service to the Customer. In the event any term of this Agreement conflicts with the Tariff, the terms of this Agreement will control.

24.8. Entire Agreement and Amendment. This Agreement, together with all appendices attached hereto, constitutes the entire agreement between the Parties and supersedes any and all prior oral or written understandings. Except as provided in Sections 10.3 and 13.2, no amendment, addition to, or modification of any provision hereof is binding upon the Parties, and neither Party will be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification, or waiver is in writing and signed by a duly authorized officer or representative of each Party.

24.9. Waiver. The failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this Agreement, or to take advantage of any of its rights thereunder, will not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same will be and remain at all times in full force and effect.

24.10. Severability. If any Governmental Authority holds or declares that any provision of this Agreement is invalid, or if, as a result of a change in any Applicable Law, any provision of this Agreement is rendered invalid or results in the impossibility of performance thereof, the remainder of this Agreement not affected thereby will continue in full force and effect. In such an event, the Parties will promptly renegotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect.

24.11. Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart will have the same force and effect as an original instrument.

(Continued on Sheet No. 9.975)

(Continued from Sheet No. 9.974)

In Witness Whereof, the Parties have caused this Agreement to be duly executed as of the date first written above.

FLORIDA POWER & LIGHT COMPANY

By:_____

Title:_____

Witness:_____

Date:_____

CUSTOMER NAME]

By:_____

Title:_____

Witness:_____

Date:_____

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(Continued from Sheet No. 9.975)

Appendix A

Load Ramp Demand and Load Ramp Period

[To be Inserted]

(Continued on Sheet No. 9.977)

(Continued from Sheet No. 9.976)

Appendix B

Parent Company Guaranty

[To be inserted]

(Continued on Sheet No. 9.978)

(Continued from Sheet No. 9.977)

Appendix C

Rate Schedule LLCS-[1 or 2]

[To be Inserted]

(Continued on Sheet No. 9.979)

(Continued from Sheet No. 9.978)

Appendix D

Notices

(Continued on Sheet No. 9.980)

(Continued from Sheet No. 9.979)

Addresses for Notices

For Customer:	For Company:
With Copies to:	
For Operational Matters:	

(Continued on Sheet No. 9.981)

(Continued from Sheet No. 9.980)

Appendix E

Form Irrevocable Standby Letter of Credit

(Continued on Sheet No. 9.982)

(Continued from Sheet No. 9.981)

FORM IRREVOCABLE STANDBY LETTER OF CREDIT

[ISSUING BANK] IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUANCE: [Date of issuance]

Florida Power & Light Company ("Beneficiary")
Attention: [Contact Person]

Applicant
Name and address

Re: [ISSUING BANK] Irrevocable Standby Letter of Credit No.

Sirs/Mesdames:

We hereby establish in favor of Beneficiary (sometimes alternatively referred to herein as "you") this Irrevocable Standby Letter of Credit No._____(the "Letter of Credit") for the account of _____("Company"), located at_____, effective immediately and expiring on the date determined as specified in numbered paragraph 5 below.

We have been informed that this Letter of Credit is issued pursuant to the terms of that certain LLCS Service Agreement, dated as of _____, between Company and Beneficiary (as amended, restated, supplemented, or otherwise modified from time to time, the "Agreement").

1. Stated Amount. The maximum amount available for drawing by you under this Letter of Credit shall be [written dollar amount] United States Dollars (US$ [dollar amount]) (such maximum amount referred to as the "Stated Amount").

2. Drawings. A drawing hereunder may be made by you on any Business Day on or prior to the date this Letter of Credit expires by delivering to us in accordance with the instructions below, a copy of this Letter of Credit together with a Draw Certificate executed by an authorized person substantially in the form of Attachment A hereto (the "Draw Certificate"), appropriately completed and signed by your authorized officer. Partial drawings and multiple presentations may be made under this Letter of Credit. Draw Certificates under this Letter of Credit may be presented by Beneficiary by means of facsimile to our fax no. [fax number] or original documents sent by overnight delivery or courier to [issuing bank] at our address set forth above, Attention: [contact for presentation] (or at such other address as may be designated by written notice delivered to you as contemplated by numbered paragraph 8 below).

3. Time and Method for Payment. We hereby agree to honor a drawing hereunder made in compliance with this Letter of Credit by, at sight, transferring in immediately available funds the amount specified in the Draw Certificate to such account at such bank in the United States as you may specify in your Draw Certificate. If the Draw Certificate is presented to us at such address by 12:00 noon, Eastern Standard Time, on any Business Day, payment will be made not later than our close of business on third succeeding Business Day and if such Draw Certificate is so presented to us after 12:00 noon, Eastern Standard Time, on any Business Day, payment will be made on the fourth succeeding Business Day. In clarification, we agree to honor the Draw Certificate as specified in the preceding sentences, without regard to the truth or falsity of the assertions made therein.

4. Non-Conforming Demands. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice not later than two Business Days following receipt that the demand for payment was not effectuated in accordance with the terms and conditions of this

(Continued on Sheet No. 9.983)

(Continued from Sheet No. 9.982)

Letter of Credit, stating the reasons therefor and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effectuated in conformity with this Letter of Credit, you may correct any such non-conforming demand and re-submit on or before the then current expiry date.

5. Expiration, Initial Period and Automatic Extension. The initial period of this Letter of Credit shall terminate on [one year from the issuance date] (the "Initial Expiration Date"). The Letter of Credit shall be automatically extended without amendment for one (1) year periods from the Initial Expiration Date or any future expiration date, unless at least sixty (60) days prior to any such expiration date we send you notice by registered mail or courier at your address first shown (or such other address as may be designated by you as contemplated by numbered paragraph 8) that we elect not to consider this Letter of Credit extended for any such additional one year period. Notwithstanding the foregoing extension provision, this Letter of Credit shall automatically expire at the close of business on the date on which we receive a Cancellation Certificate in the form of Attachment B hereto executed by your authorized officer and sent along with the original of this Letter of Credit and all amendments (if any). Upon receipt by you of such notice of non-extension, you may draw hereunder up to the available amount, on or before the then current expiry date, against presentation to us of your Draw Certificate, appropriately completed and signed by your authorized officer.

6. Business Day. As used herein, "Business Day" shall mean any day on which commercial banks are not authorized or required to close in the State of Florida, and inter-bank payments can be effected on the Fedwire system.

7. Governing Law. THIS LETTER OF CREDIT IS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNATIONAL STANDBY PRACTICES, ICC PUBLICATION NO. 590 (THE "ISP98"), AND AS TO MATTERS NOT ADDRESSED IN ISP98, BY THE LAWS OF THE STATE OF FLORIDA.

8. Notices. All communications to you in respect of this Letter of Credit shall be in writing and shall be delivered to the address first shown for you above or such other address as may from time to time be designated by you in a written notice to us. All documents to be presented to us hereunder and all other communications to us in respect of this Letter of Credit, which other communications shall be in writing, shall be delivered to the address for us indicated above, or such other address as may from time to time be designated by us in a written notice to you.

9. Irrevocability. This Letter of Credit is irrevocable.

10. Issuing Bank Charges. All of our charges are for the account of Applicant.

11. Complete Agreement. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for the ISP98. Neither this Letter of Credit (including Attachment A and Attachment B) nor any notice referred to herein, shall be deemed to incorporate by reference any document, instrument or agreement except as set forth above.

* * *

SINCERELY,
[ ]

_____
Authorized Signature

_____
Authorized Signature