

**EXHIBIT B**

**REDACTED COPIES**

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DOCUMENT NUMBER - DATE

05634 AUG 16 20

FPSC-COMMISSION CLERK

	A	B	C	D	E	F	G	H	I	J
1	OPC 004558	<b>CONFIDENTIAL</b>								
2	FPL RC-12									
3										
4	<b>Office</b>		<b>Bandwidth</b>	<b>AT&amp;T</b>	<b>Fibernet</b>					
5	General Office (GO)	GO	1G							
6	Juno Beach (JB)	JB	1G							
7	Gaithersburg		DS-3							
8	Customer Service East (CSE)	CSE	DS-3							
9	South Florida Dispatch (SFD)	SFD	100M							
10	West Dade Service Center	MWE	10M							
11	Royal Palm Service Ctr	RP1	10M							
12	Cutler Plant	PCU	10M							
13	Turkey Point Plant (PTN)	PTN	100							
14	LeJeune/Flagler Office (LFO)	LFO	100							
15	St.Lucie Plant (PSL)	PSL	100							
16	Sarasota Dispatch (SS2)	SS2	100							
17	Daytona Dispatch (DY1)	DY1	<b>DS-3 (no ethe)</b>							
18	West Palm Dispatch (WP3)	WP3	100							
19	Fort Myers Plant (PFM)	PFM	10M/DS3							
20	Turkey Point Fossil (PTF)	PTF	10M							
21	Cape Canaveral Plant (PCC)	PCC	10M							
22	Brevard Service Center	ML3	10M							
23	Customer Service North (CSN)	CSN	10M/DS3							
24	Sanford Plant (PSN)	PSN	10M							
25	Lake City Service Center	LC	10M							
26	Riviera Plant (PRV)	PRV	10M							
27	Martin Plant Land Util (PMR)	MRU	10M/DS3							
28	Manatee Plant (PMT)	PMT	10M							
29	Port Everglades Plant (PPE)	PPE	10M							
30	Fort Lauderdale Plant (PFL)	PFL	10M							
31	Area Office Broward (AOB)	AOB	10M							
32	Gladiolus Service Center	FM4	10M/DS3							
33	Ortiz Service Center	FM3	10M/DS3							
34	Naples Service Center	NA1	10M/DS3							

If Fibernet is lower, then we are using them

Blank - Fibernet not able to provide service

	A	B	C	D	E	F	G	H	I	J
1	<b>OPC 004558</b>									
2	<b>FPL RC-12</b>									
3										
4	<b>Office</b>		<b>Bandwidth</b>	<b>AT&amp;T</b>	<b>Fibernet</b>					
35	Labelle Service Center	LB1	10M/DS3							
36	Bonita Springs Service Ctr	BS1	10M/DS3							
37	Southern Div Transmission	MTN	10M							
38	Princeton Service Center	PNC	10M							
39	Dade South Svc Center	DS	10M							
40	Miami Industrial S.C.	MND	10M							
41	Miami Beach Relay	MBT	10M							
42	Hialeah Office	HL	10M							
43	Hialeah Automotive	HL1	10M							
44	Titusville Service Center	TI1	10M							
45	Merritt Island Service Ctr	CM1	10M							
46	Brevard Aquarina	AQ	10M							
47	Melbourne Relay	ML2	10M							
48	Putnan Plant	PPN	10M							
49	Palatka Service Center	PL1	10M							
50	Granada Svc Center	DY5	10M/DS3							
51	Duval Service Center	BL1	10M							
52	Ormond Beach Svc Ctr	DY4	10M/DS3							
53	Sanford Service Center	SN1	10M							
54	Sanford Land Utilization	SNR	10M							
55	Delray Beach Service Ctr	DR	10M							
56	Corbit Substation	COR	10M							
57	Rangeline Service Center	DR1	10M							
58	Okeechobee Service Ctr	OK1	10M							
59	Emergency Operatios Ctr	EOF**								
60	Palm Beach Airport	PBI	10M							
61	Jupiter Service Center	JP1	10M							
62	Lake Park Service Center	LPS	10M							
63	Physical Dist. Center	PDC	100M							
64	Belle Glade Service Ctr	GL1	10M							
65	Stuart Walton Svc Ctr	SRV	10M							
66	Sable Shop	SSS	10M							

	A	B	C	D	E	F	G	H	I	J
1	OPC 004558									
2	FPL RC-12									
3										
4	<b>Office</b>		<b>Bandwidth</b>	<b>AT&amp;T</b>	<b>Fibernet</b>					
67	Sebastian Meter Reading	SEB	10M							
68	Indiantown Central	INV	10M							
69	Stuart Monterey	SRV	10M							
70	Martin Plant Land Util		10M							
71	Mac Clenny Service Ctr	MC	10M/DS3							
72	Callahan Service Center	CA	10M							
73	Starke Service Center	SK1	10M/DS3							
74	Jacksonville Electric	JEA	10M							
75	Live Oak Service Center	LO	10M							
76	Arcadia Service Center	AR1	10M							
77	Toledo Blade Service Ctr	TB1	10M							
78	Englewood Svc Center	EN1	10M							
79	Bradenton Service Center	BA	10M							
80	Manatee Pipeline		10M							
81	Wingate Service Center	FL3	10M							
82	Broward Service Center	FL2	10M							
83	Andy Town Sub		10M							
84	Conservation Substation	CON	10M							
85	Central Broward Svc Ctr	FL4	10M							
86	Pompano McNab Svc Ctr	SEA	10M							
87	Hollywood Office	HO	10M							
88	North Broward Bus Office	NBM	10M							
89	Fort Myers Service Ctr	FM	10M/DS3							
90	Golden Gate Service Ctr	NA2	10M/DS3							
91	Perrine Service Center	MPE	10M							
92	Miami Central Svc Ctr	MCE	10M							
93	Miami North East Svc Ctr	MNE	10M							
94	Richmond Service Center	MRI	10M							
95	Equipment Repair Center	ERC	10M							
96	Cocoa Service Center	CO1	10M							
97	Daytona Meters	DY2/DYM	10M/DS3							
98	Port Orange Service Ctr	PO1	10M/DS3							

	A	B	C	D	E	F	G	H	I	J
1	OPC 004558									
2	FPL RC-12									
3										
4	Office		Bandwidth	AT&T	Fibernet					
99	Flagler Service Center	BN1	10M/DS3							
100	Boynton Beach Svc Ctr	BB1	10M							
101	Boca Raton Service Ctr	DRP	10M							
102	Stuart Service Center	SR1	10M							
103	Midway Service center	FP1**	10M							
104	St Lucie Service Center	FP2	10M							
105	Tallahassee Office	TAL	10M/DS3							
106	St Augustine Svc Ctr	SA1	10M							
107	Area Office West (AOW)	AOW	10M							
108	Venice Service Center	VE1	10M							
109	Punta Gorda Service Ctr	PG	10M/DS3							
110	Whitfield Service Center	BA2	10M							
111	Clark Service Center	SS5	10M							
112	Gulfstream Service Center	HO1	10M							
113	Pompano Beach Svc Ctr	PM1	10M							
114	St Johns Service Center	PL2	10M							

**PAGES OPC 004559 THROUGH OPC 004563  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

PAGES OPC 006444 THROUGH OPC 006479  
ARE CONFIDENTIAL IN THEIR ENTIRETY

**PAGES OPC 006484 THROUGH OPC 006487  
ARE CONFIDENTIAL IN THEIR ENTIRETY**



**CONFIDENTIAL**



**Purchase Order**

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Vendor Number: 251679  
 Address  
**FPL READI POWER LLC**  
 2530 N ANDREWS AVENUE EXT  
 POMPANO BEACH FL 33064

PO Number 4500591573  
 Date 07/14/2010  
 Attention Mike Dudash  
 Phone 561-542-9452 cel  
 Fax 954-590-3256  
 Validity End Date 09/01/2010  
 Incoterms Dest. Frt Prepaid & Allowed

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**Ship To:**  
 FPL TURKEY POINT FOSSIL PLT  
 PTF-0926  
 9700 SW 344TH STREET  
 HOMESTEAD FL 33035  
 C/O Jason Whitelocke 305-242-3818

Tax Code: 50 - Exempt per FI Statute 212.08  
 Payment Terms  
 - Net 48 Days

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Item	Material/Description	Quantity	UM	Net Price	Net Amount
	[REDACTED]				
	The FPL Company Representative is Mr. Jason Whitelocke, phone: 305-242-3818, email: Jason.whitelocke@fpl.com.  The FPL Technical Representative is Mr. Keith Mazur, phone: 561-691-3089, email: keith.mazur@fpl.com.  The Supplier Company Representative is Mr. Michael Dudash, phone: 561-542-9452, email: mike.dudash@fpl.com.				
	If further information is required call Agent: INGRID ORLANDO Phone: 561-694-3969		AUTHORIZED SIGNATURE <i>Ingrid Orlando</i> DATE: 7/14/10		
	This Purchase Order is subject to the attached, or previously provided, terms and conditions. Shipment of the goods or commencement of work by the supplier will constitute acceptance of all of these terms and conditions.				



Purchase Order

4500591573  
FPL READI POWER LLC

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Item	Description	Quantity	UOM	Net Price	Net Amount
	A fax or electronically transmitted image of a signed acknowledgement is acceptable.				
	Price breakdown:				
0010	PTF Hurricane Shelter Gen & LP Gas Sys	1	LE		
	Supplier shall provide the following in accordance with the attached specification:				
					
	Total Lump Sum Price = <u>\$28,400</u>				
	Above price includes freight.				
	Internal Acct Dist: 1229-70-311.000-926-676				
	Attachments: Standard Terms and Conditions for Materials, Rev 5/25/10 Appendix A - Emergency Generators and LP Gas System Scope of Work and Specification for Turkey Point Fossil, dated 7/9/10				
	cc: Gary Andersen Bob Lippman Keith Mazur Jason Whitelocke				



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Address	
FPL READI POWER LLC 2530 N ANDREWS AVENUE EXT POMPANO BEACH FL 33064	

Information	
PO Number	4500403482
Date	01/26/2009
Attention	Mike Dudash
Phone	561-542-9452 cel
Fax	954-590-3256
Validity End Date	04/30/2009
Incoterms	Dest. Frt Prepaid & Allowed

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**Ship To:**  
 FPL WEST COUNTY ENERGY CENTER  
 PWC-0943  
 20505 STATE ROAD 80  
 LOXAHATCHEE FL 33470  
 C/O Tim Bryant 561-904-4915

Tax Code: 50 - Exempt per FI Statute 212.08  
 Payment Terms  
 Net 45 Days

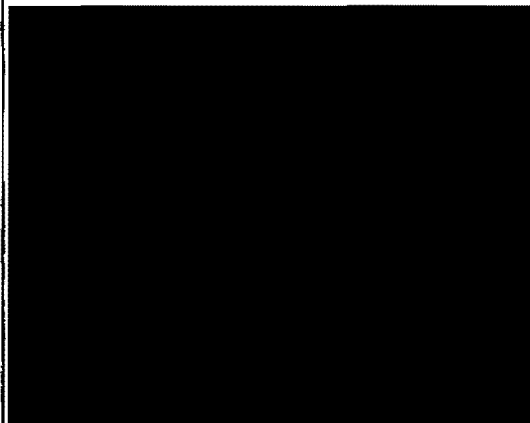
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<p>The FPL Company Representative is Mr. Tim Bryant, phone: 561-904-4915, email: tim_bryant@fpl.com.</p> <p>The Supplier Company Representative is Mr. Michael Dudash, phone: 561-542-9452, email: mike_dudash@fpl.com.</p> <p>Changes in the scope of this Purchase Order will be performed only upon receipt of an authorized Purchase Order Change from FPL's Integrated Supply</p>		Quantity	Unit	Price	Amount
<p>If further information is required call          Agent: INGRID BOLT          Phone: 561-894-3988</p>		AUTHORIZED SIGNATURE: <i>Ingrid Bolt</i> DATE: 1/27/09			
<p>This Purchase Order is subject to the attached, or previously provided, terms and conditions. Shipment of the goods or commencement of work by the supplier will constitute acceptance of all of these terms and conditions.</p>					



Purchase Order

4500483482  
FPL READI POWER LLC

Line	Material Description	Quantity	Unit	Price
2	Price breakdown:			
3	0010 WCEC Hurricane Shelter Gen & LP Gas Sys	1	LE	
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19				
20	Total Lump Sum Price = <u>\$52,145</u>			
21	Above price includes freight.			
22	Internal Acct Dist:			
23	7934-70-341.000-943-780			
24	Attachments:			
25	Standard Terms and Conditions for Materials, Rev			
26	1/1/08			
27	Appendix A - Emergency Generators and LP Gas			
28	System Scope of Work and Specification for West			
29	County Energy Center, dated 1/15/09			
30	cc: Tim Bryant			
31	Fred Cunningham			
32	Keith Mazur			
33	Rebecca Fitzgerald			

**PAGES OPC 006496 THROUGH OPC 006529  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

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CONFIDENTIAL

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EXHIBIT "A"							
000-94-000.060-068-790	91165	7222	15451 S.W. 14th St	Sunrise	M103XC018	9458	
000-94-000.060-068-790	91165	7504	4300 Weston Rd	Davie	M103XC012	15273	
000-94-000.060-068-790	305854	7529	11102 W. Commercial Blvd	Sunrise	M103XC014	14377	
000-94-000.060-068-790	91165	7178	R/O 8110 Turtle Creek Drive	Coral Springs	M103XC018	81T3	
000-94-000.060-068-790	305854	7501	8430 S.W. 188th Ave	Ft Lauderdale	M103XC023	B173T3	
000-94-000.060-068-790	91165	7617	6801 S.W. 148th Ave	Davie	M103XC026	15511	
000-94-000.060-068-790	91165	9529	9303 Jog Road	Boynton Beach	M103XC050	17773	
000-94-000.060-068-790	305854	9530	R/O 3188 Farklane Farms Road	Wellington	M103XC051	52T8	
000-94-000.060-068-790	305854	9515	10018 Spanish Isles Blvd	Boca Raton	M103XC090	38T3	
000-94-000.060-068-790	305854	9515	Boca Woods Country Club	Boca Raton	M103XC123	31T8	
000-94-000.060-068-790	305854	9532	Flying Cow Ranch Road	Wellington	M103XC141	102U8	
000-94-000.060-068-790		9535	R/O 8406 S. 93 Lane,	Boynton Beach	M103XC053	180T4	
000-94-000.060-068-790			14250 S.W. 112 Street	Kendall	M113XC261	NA	
NA	60400	NA	8950 S. W. 232nd St	SW Dade	60400	NA	
NA	60402	NA	11700 Miramar Parkway	Miramar	60402	NA	
NA	60407	NA	5772 N. W. 69th Way	Parkland	60407	NA	
NA	60506	NA	2805 NW 125th Street	Pt. Said	60506	NA	
NA	60802	NA	9501 S. W. 180th Ave	Kendall East	60802	NA	
NA	60900	NA	5680 S. W. 180th Ave	Sheridan West	60900	NA	
NA	60902	NA	14801 W. Sunrise Blvd	Sunrise North	60902	NA	
NA	60903	NA	10901 Southgate Blvd	Sawgrass	60903	NA	
NA	60906	NA	6500 S. Flamingo Road	Stonebridge	60906	NA	
NA	61005	NA	4801 Lyons Road	Coconut Creek	61005	NA	
NA	61008	NA	61008 Rock Island	Margate	61008	NA	
NA	61207	NA	1319 S. W. 50th Ave	Plantation	61207	NA	
NA	61300	NA	15701 Griffin Road	Griffin	61300	NA	
NA	61312	NA	11131 181st St - South	Boca Chase	61312	NA	
NA	61401	NA	14158 State Road 7	Delray	61401	NA	
NA	61402	NA	9125 Jog Road	Jog Road	61402	NA	

CONFIDENTIAL

W.P.U.E.W.O.-

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EXHIBIT 'A' CONTINUED						
NA	61405	NA	4328 Beverhill Road - North	Chereshobee	61405	NA
NA	61410	NA	180 Sandpiper Ave	Loxleyshian	61410	NA
NA	61507	NA	1000 N.W. 31st St	Yamato Road	61507	NA
NA	63008	NA	The North 115 feet of the South 147.5 feet of Huber City		63008	NA
NA	68152	NA	Yolles Road @ 14th Ave	Witas	68152	NA
0010-64-000.06.088-790	281311	306487	1 MILE SOUTH OF WHITE CITY	Adkonia		Roxland
0010-64-000.06.088-790	281317	306487	NSW OF WHITE CITY	Reserve Sub		Roxland

A

B

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D

CONFIDENTIAL

③ p 29-30  
E FENA SRV

Chng

[Redacted], CV34790



FPL FiberNet

FPL FIBERNET ETHERNET / IP SERVICE ORDER

Service Order Fax Number: (888) 835-9170

Access

CV48215

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Customer Information			
Customer PON#: _____	FPL FN Service CV#: CV34790	Customer Name: [Redacted]	MSA Execution Date: Pending (See comments)
Customer ID: _____	BANK: _____	Customer Initiator Name: [Redacted]	IP/Ethernet Addendum Date: _____
Address: 9250 W. Flagler St.	Billing Contact: [Redacted]	Customer Initiator Phone: _____	Billing Address: 9250 W. Flagler St.
City, State, Zip Code: Miami, Fla. 33174	Billing Phone/Fax: [Redacted]	Customer Initiator Cellular: _____	City, State & Zip: Miami, Fla. 33174
Customer Initiator eMail: _____	Billing eMail: [Redacted]	Customer Initiator eMail: _____	

Order Details			
Order Type: New	Date Sent: [Redacted]	Express Requested: No	Desired Delivery Date: [Redacted]
Trans/VTA: Other, specify in Comments	Supplements: _____	Version: _____	

Service Details			
Product Type: [Redacted]	Routing Type (Protocol): _____	Topology: _____	BGP Routes: _____
FPL FiberNet Allocated IP Address Space (Form Required): <input type="checkbox"/> Yes	Customer IP Address Space Advertising (Form Required): <input type="checkbox"/> Yes		

Value Added Services			
[Redacted]	[Redacted]	[Redacted]	[Redacted]

Location Information				
	Hub/A Loc/Remote 1	Z Loc/Remote 2	Remote 3	Remote 4
Node Activity: New	[Redacted]	[Redacted]	[Redacted]	[Redacted]
CLI Code: [Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Physical Address: [Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
City, State, ZIP: [Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Demarc/Box/Wire: TBD after site survey	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Building Name: Stuart Service Center	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Site Contact: [Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Site Phone No.: [Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Customer's Circuit ID: _____	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Location's CV#: _____	[Redacted]	[Redacted]	[Redacted]	[Redacted]
NFI Rate Unit: _____	[Redacted]	[Redacted]	[Redacted]	[Redacted]
CDR: 10Mbps	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
LOA Responsibility: N/A	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Demarc Device Power: 120V AC	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Demarc Mounting: 19" Rack Mount	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Monthly Recurring Charge: \$1,407.00	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Non Recurring Charge: N/A	[Redacted]	[Redacted]	[Redacted]	[Redacted]



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Value Added Services (Per Site)			
Hub/Agent/Remote 1	Zone/Remote 2	Remote 3	Remote 4
[REDACTED]	[REDACTED]	<input type="checkbox"/> No	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
		<input type="checkbox"/> No	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
		<input type="checkbox"/> No	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

**Critical Ordering Instructions / Comments**

Term: 84 months: Thru 5/31/2011

[REDACTED]

Commercial Terms & Auth. Signature Customer/FPL FN Confidential and Proprietary			
<input type="checkbox"/> Agent	<input type="checkbox"/> Enterprise	<input type="checkbox"/> Carrier	
Monthly Recurring Charge:	\$1,407.00	Non Recurring Charge:	\$0.00
Other Monthly Recurring Charges:		Other Non Recurring Charges:	
FPL FN Agent:	[REDACTED]	Opportunity Number:	
FPL FN Account Executive:	[REDACTED]	FPL FN Sales Engineer:	[REDACTED]
FPL FN Acceptance:	[REDACTED]	FPL FN Acceptance Date:	[REDACTED]
Customer Name Signature:	[REDACTED]	Customer Title:	[REDACTED]
Customer Signature:	[REDACTED]	Customer Signed Date:	[REDACTED]

Rev. 2/25/2002

[REDACTED]

A B C D E

CONFIDENTIAL

8A2  
P 35-36



FPL  
FiberNet

Sup/Chng



CV47435

FPL FIBERNET ETHERNET / IP SERVICE ORDER

Service Order Max Number: (888) 835-9170  
FiberNet Fax Server@FPL.com

Access  
CV47436  
CV47437

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Customer Information			
Customer PON#:		FPL FN Service CV#:	CV47435
CKR Code:		DAN#:	SR#:
Customer Name:		MSA Execution Date:	
Customer Initiator Name:		IP/Ethernet Adjudication Date:	
Address:	9250 West Flagler St.	Billing Contact:	
City, State, Zip Code:	Miami, Fla. 33174	Billing Address:	9250 W. Flagler St.
Customer Initiator Phone:		City, State & Zip:	Miami, Fla. 33174
Customer Initiator Cellular:		Billing Phone/Fax:	
Customer Initiator email:		Billing email:	

Order Details			
Order Type:	Change / HOT-CLI	Data Sent:	
Expedite Requested?	No	Desired Delivery Date:	
Term/VTA:	12 Months	Supplement:	Change Version: 2

Service Details			
Product Type:		Routing Type (Protocol):	
Topology:		BGP Routes:	
FPL FiberNet Allocated IP Address Space (Form Required):	<input type="checkbox"/> Yes	Customer IP Address Space Advertising (Form Required):	<input type="checkbox"/> Yes

Value Added Services			
[Redacted]			

Location Information				
	Hub/A Loc/Remote 1	Z Loc/Remote 2	Remote 3	Remote 4
Node Activity:	New	New		
CELL Code:				
Physical Address:				
City, State, ZIP:				
Demarc/Rm/Flr:				
Building Name:				
Site Contact:				
Site Phone No.:				
Customer's Circuit ID:				
Location's CV#:				
NNI Rate Limit:				
CFR:	500Mbps	500Mbps		
CE Port Type:	1000Mbps	1000Mbps		
LOA Responsibility:				
Demarc Device Power:	120V AC	120V AC		
Demarc Mounting:	19" Rack Mount	19" Rack Mount		
Monthly Recurring Charge:	\$3,500.00			
Non Recurring Charge:	\$0.00			

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Value Added Services (Per Site)			
Hub/Access/Remote 1	2/3/4/Remote 2	Remote 3	Remote 4
		<input type="checkbox"/> No	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
		<input type="checkbox"/> Disable	<input type="checkbox"/> Disable
		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

**Critical Ordering Instructions / Comments**

This order is to increase the capacity on this working circuit from 100Mg to an immediate 500Mg. A sup will be issued to subsequently increase to a full Glg after FiberNet upgrades their network to support such service. Term is 12 months from the day the circuit is fully delivered. MRC will be \$3,500

Commercial Terms & Auth. Signature Customer/FPL FN Confidential and Proprietary			
<input type="checkbox"/> Agent:		<input type="checkbox"/> Wholesale	
		<input type="checkbox"/> Retail	
Monthly Recurring Charge:	\$3,500.00	Non Recurring Charge:	\$0.00
Other Monthly Recurring Charges:	\$0.00	Other Non Recurring Charges:	\$0.00
FPL FN Agent:		Opportunity Number:	
FPL FN Account Executive:		FPL FN Sales Engineer:	
FPL FN Acceptance:		FPL FN Acceptance Date:	
Customer Name Signatory:		Customer Title:	
Customer Signature:		Customer Signed Date:	

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CONFIDENTIAL

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FPL  
FiberNet

*Supplying*

**FPL FIBERNET ETHERNET / IP SERVICE ORDER**

Service Order Fax Number: (888) 835-9170  
FiberNet Fax Servet@FPL.com

CV47438

Access  
CV47439  
CV47440

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Customer Information			
Customer PON#:		FPL FN Service CV#:	CV47438
CKR Code:		BAN#:	
Customer Name:		MSA Execution Date:	
Customer Initiator Name:		IP/Ethernet Addendum Date:	
Address:	9250 West Flagler St.	Billing Contact:	
City, State, Zip Code:	Miami, Fla. 33174	Billing Address:	9250 W. Flagler St.
Customer Initiator Phone:		City, State & Zip:	Miami, Fla. 33174
Customer Initiator Cellular:		Billing Phone/Fax:	
Customer Initiator email:		Billing email:	

Order Details			
Order Type:	Change / HOT-CUT	Date Sent:	
Expedite Requested?	no	Desired Delivery Date:	
Term/VTA:	12 Months	Supplements:	Change <input type="checkbox"/> Version: 2

Service Details			
Product Type:		Routing Type (Protocol):	
Topology:		IGP Routes:	
FPL FiberNet Allocated IP Address Space (Form Required):	<input type="checkbox"/> Yes	Customer IP Address Space Advertising (Form Required):	<input type="checkbox"/> Yes

Value Added Services	

Location Information				
	Hub/Access/Remote 1	2 loc/Remote 2	Remote 3	Remote 4
Nude Activity:	New	New		
CLLI Code:				
Physical Address:				
City, State, ZIP:				
Demarc/Rm/Fbr:				
Building Name:				
Site Contact:				
Site Phone No.:				
Customer's Circuit ID:				
Location's CV#:				
NNI Rate Limit:				
CIR:	500Mbps	500Mbps		
CE Port Type:	1000Mbps	1000Mbps		
LOA Responsibility:				
Demarc Device Power:	120V AC	120V AC		
Demarc Mounting:	19" Rack Mount	19" Rack Mount		
Monthly Recurring Charge:	\$3,500.00			
Non Recurring Charge:	\$0.00			

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Value Added Services (Per Site)				
Hub/A loc/Remote 1	Z loc/Remote 2	Remote 3	Remote 4	
[Redacted]	[Redacted]	[Redacted]	<input type="checkbox"/> No	<input type="checkbox"/>
			<input type="checkbox"/> Yes	<input type="checkbox"/>
			<input type="checkbox"/> Disable	<input type="checkbox"/>
			<input type="checkbox"/> Yes	<input type="checkbox"/>
[Redacted]	[Redacted]	[Redacted]	<input type="checkbox"/> Yes	<input type="checkbox"/>
[Redacted]	[Redacted]	[Redacted]	<input type="checkbox"/> Yes	<input type="checkbox"/>

**Critical Ordering Instructions / Comments**

[Redacted]

This order is to increase the capacity on this working circuit from 100Mleg to an immediate 500Mleg. A sup will be issued to subsequently increase to a full Glg after FiberNet upgrades their network to support such service. Terms are 12 months from the day the circuit is initially delivered. MRC will be \$3,500.

[Redacted]

Commercial Terms & Auth. Signature Customer/FPL FN Confidential and Proprietary			
<input type="checkbox"/> Agent:		<input type="checkbox"/> Wholesale	
<input type="checkbox"/> Retail			
Monthly Recurring Charge:	\$3,500.00	Non Recurring Charge:	\$0.00
Other Monthly Recurring Charge:	\$0.00	Other Non Recurring Charge:	\$0.00
FPL FN Agent:	[Redacted]	Opportunity Number:	
FPL FN Account Executive:	[Redacted]	FPL FN Sales Engineer:	[Redacted]
FPL FN Acceptance:	[Redacted]	FPL FN Acceptance Date:	
Customer Name Signature:	[Redacted]	Customer Title:	
Customer Signature:	[Redacted]	Customer Signed Date:	

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CV51490  
**FPL FIBERNET ETHERNET / IP SERVICE ORDER**  
 Service Order Fax Number: (888) 833-9170  
 FiberNet Fax\_Server@FPL.com

ACCESS  
 CV51491  
 CV51539

Customer Information			
Customer PON#:		FPL FN Service CV#:	
CKR Code:		BAN#:	SR#:
Customer Name:		MBA Execution Date:	Pending (See comments)
Customer Initiator Name:		IP/Ethernet Addendum Date:	
Address:	9250 W. Flagler St.	Billing Contact:	
City, State, Zip Code:	Miami, Fla. 33174	Billing Address:	9250 W. Flagler St.
Customer Initiator Phone:		City, State & Zip:	Miami, Fla. 33174
Customer Initiator Cellular:		Billing Phone/Fax:	
Customer Initiator email:		Billing email:	

Order Details			
Order Type:	New	Date Sent:	
Expedite Requested?	No	Desired Delivery Date:	
Term/VTAs:	36 Months	Supplements:	Version

Service Details			
Product Type:		Routing Type (Protocol):	
Topology:		BGP Routes:	
FPL FiberNet Allocated IP Address Space (Form Required):	<input type="checkbox"/> Yes	Customer IP Address Space Advertising (Form Required):	<input type="checkbox"/> Yes

Value Added Services	

Location Information				
	Hub/A Loc/Remote 1	Zone/Remote 2	Remote 3	Remote 4
Node Activity:	New	New		
CLI Code:				
Physical Address:				
City, State, ZIP:				
Demand/Box/Flr:				
Building Name:				
Site Contact:				
Site Phone No.:				
Customer's Circuit ID:				
Location's CV#:				
NNI Rate Limit:				
CIR:	100Mbps	100Mbps		
LOA Responsibility:				
Demand Device Power:	120V AC	120V AC		
Demand Mounting:	19" Rack Mount	19" Rack Mount		
Monthly Recurring Charge:	\$328.00			
Non Recurring Charge:	\$2,000.00			

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CONFIDENTIAL

CV12122

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FPL FiberNet

FPL FIBERNET SERVICE ORDER

Service Order Fax Number: (888) 835-9170  
FiberNet Fax Server@FPL.com

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Customer Information	Customer PON#:		FPL FN CV#:	12731	12/22
	CKR Code:		BANK:		SR / SR#:
	Customer Name:		MSA Execution Date:		
	Customer Initiator Name:		Billing Contact:		
	Address:	9250 W Flagler St.	Billing Address:	9250 W. Flagler St.	
	City, State, Zip Code:	Miami, FL 33174	City, State, Zip Code:	Miami, FL 33174	
	Customer Initiator Phone:	305-552-3236	Billing Phone:		
	Customer Initiator Cellular:		Billing Fax Number:		
	Customer Initiator eMail:		Billing eMail:		

Order Information	Order Type:		Order Date:	
	Service Type:	SONET	Desired Delivery Date:	
	Capacity:	DSS	Quantity:	1
	DS1 Option:		Version:	
	DS1 Line Code:		Supplement:	
	DS3 Option:		Term:	
	Optical Option:		Exp'd Req'd Requested?	
	Type-2 Provider:		Type-2 Circuit Responsibility:	

Customer Location Information	CLLI at LOCATION A:		CLLI at LOCATION Z:	
	Physical Street Address:		Physical Street Address:	
	Bldg, Floor & Suite/Room #:		Bldg, Floor & Suite/Room #:	
	City, State, Zip:		City, State, Zip:	
	Optical Protection N OCS or >:		Optical Protection if OCS or >:	
	Hand Off Requirement:		Hand Off Requirement:	
	LOA Responsibility:		LOA Responsibility:	
	Cross Connect Responsibility:		Cross Connect Responsibility:	

Critical Ordering Instructions / Comments

Terms are month to month.

Confidential and Proprietary				
Customer/FPL FN	Agmt:		Retail	
	Monthly Recurring Charge:	Non Recurring Charge:	Monthly Recurring Charge:	Non Recurring Charge:
	\$1,000.00		\$0.00	
	\$0.00		\$0.00	
FPL FN Consultant:		Opportunity Number:		
FPL FN Account Executive:		FPL FN Sales Engineer:		
FPL FN Acceptance by:		Date of Acceptance:		
Customer Name Signatory:		Customer Title:		
Customer Signature:		Date of Signature:		

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**FPL FIBERNET SERVICE ORDER**

Service Order Fax Number: (888) 835 - 9170  
FiberNet Fax Server@FPL.com

Customer Information	Customer PON#:		FPL FN CV#:	12732	12/23
	CKR Code:		RANK:		SR / SW:
	Customer Name:		MSA Execution Date:		
	Customer Initiator Name:		Billing Contact:		
	Address:	9250 W Flagler St.	Billing Address:	9250 W. Flagler St.	
	City, State, Zip Code:	Atlanta, FL 33174	City, State, Zip Code:	Atlanta, FL 33174	
	Customer Initiator Phone:		Billing Phone:		
	Customer Initiator Cellular:		Billing Fax Number:		
	Customer Initiator eMail:		Billing eMail:		

Order Information	Order Type:		Order Date:	
	Service Type:	SONET	Desired Delivery Date:	
	Capacity:	DS3	Quantity:	
	DSL Option:		Version:	
	DSL Line Code:		Supplement:	
	DSL Option:		Terms:	
	Optical Option:		Expedite Requested?	
	Type-3 Provider:		Type-3 Circuit Responsibility:	

Customer Location Information	CLLI at LOCATION A:		CLLI at LOCATION Z:	
	Physical Street Address:		Physical Street Address:	
	Blkg, Floor & Suite/Room #:		Blkg, Floor & Suite/Room #:	
	City, State, Zip:		City, State, Zip:	
	Optical Protection N O C3 or >:		Optical Protection N O C3 or >:	
	Hand Off Requirements:		Hand Off Requirements:	
	LOA Responsibility:		LOA Responsibility:	
	Cross Connect Responsibility:		Cross Connect Responsibility:	

**Critical Ordering Instructions / Comments**

Terms are month to month.

<b>Confidential and Proprietary</b>			
<input type="checkbox"/> Agent:	<input type="checkbox"/> Wholesale	<input type="checkbox"/> Retail	
Monthly Recurring Charge:	\$1,000.00	Non Recurring Charge:	\$0.00
Other Monthly Recurring Charges:	\$0.00	Other Non Recurring Charges:	\$0.00
FPL FN Consultant:		Opportunity Number:	
FPL FN Account Executive:		FPL FN Sales Engineer:	
FPL FN Acceptance by:		Date of Acceptance:	
Customer Name Signatory:		Customer Title:	
Customer Signature:		Date of Signature:	

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**FPL FiberNet.**

**FPL FIBERNET SERVICE ORDER**

Service Order Fax Number: (888) 835-9170  
FiberNet Fax\_Server@FPL.com

Customer Information	Customer PON#		FPL FN CV#	12738	12124
	CCR Code		BANK		SR / EFN
	Customer Name		MBA Execution Date		
	Customer Initiator Name		Billing Contact		
	Address	9250 W Flagler St.	Billing Address	9250 W. Flagler St.	
	City, State, Zip Code	Miami, FL 33174	City, State, Zip Code	Miami, FL 33174	
	Customer Initiator Phone		Billing Phone		
	Customer Initiator Cellular		Billing Fax Number		
Customer Initiator eMail		Billing eMail			

Order Information	Order Type		Order Date	
	Service Type	SONET	Desired Delivery Date	
	Capacity	DS3	Quantity	
	DS1 Option		Velocity	
	DS1 Line Code		Supplement	
	DS3 Option		Term	
	Optical Option		Expedite Requested?	
	Type-2 Provider		Type-2 Circuit Responsibility	

Customer Location Information	CLLI at LOCATION A		CLLI at LOCATION Z	
	Physical Street Address		Physical Street Address	
	Blgd. Floor & Suite/Room #		Blgd. Floor & Suite/Room #	
	City, State, Zip		City, State, Zip	
	Optical Protection if OC3 or >		Optical Protection if OC3 or >	
	Hand Off Requirements		Hand Off Requirements	
	LOA Responsibility		LOA Responsibility	
	Cross Connect Responsibility		Cross Connect Responsibility	
Extended Demarc (Addt. Charges May Apply)		Extended Demarc (Addt. Charges May Apply)		

Critical Ordering Instructions / Comments

Terms are month to month.

Confidential and Proprietary			
<input type="checkbox"/> Agent	<input type="checkbox"/> Wholesale	<input type="checkbox"/> Retail	
Monthly Recurring Charge	\$1,000.00	Non Recurring Charge	\$0.00
Other Monthly Recurring Charges	\$0.00	Other Non Recurring Charges	\$0.00
FPL FN Consultant		Opportunity Number	
FPL FN Account Executive		FPL FN Sales Engineer	
FPL FN Acceptance by		Date of Acceptance	
Customer Name Signatory		Customer Title	
Customer Signature		Date of Signature	

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**FPL FIBERNET SERVICE ORDER**  
 Service Order Fax Number: (888) 835-9170  
 EMail: Fax Server@FPL.com

Customer Information	Customer PON#		EPL FN CVR	12726 12225
	CCR Code		BANK	BR / BPN
	Customer Name	[Redacted]	AKA Execution Date	[Redacted]
	Customer Initiator Name	[Redacted]	Billing Contact	[Redacted]
	Address	9250 W. Flagler St	Billing Address	9250 W. Flagler St.
	City, State, Zip Code	Miami, FL 33174	City, State, Zip Code	Miami, FL 33174
	Customer Initiator Phone	305-552-3236	Billing Phone	[Redacted]
	Customer Initiator Cellular		Billing Fax Number	[Redacted]
Customer Initiator eMail		Billing eMail	[Redacted]	

Order Information	Order Type		Order Date	October 27, 2010
	Service Type	SONET	Desired Delivery Date	January 1, 2011
	Capacity	653	Quantity	1
	DSL Option		Version	
	DBI Line Code		Supplements	
	DB3 Option		Terms	
	Optical Option		Expedite Requested?	
	Type-2 Provider		Type-2 Circuit Responsibility	

Customer Location Information	CELL at LOCATION A:	[Redacted]	CELL at LOCATION Z:	[Redacted]
	Physical Street Address	[Redacted]	Physical Street Address	[Redacted]
	Blkg, Floor & Suite/Room #	[Redacted]	Blkg, Floor & Suite/Room #	[Redacted]
	City, State, Zip	[Redacted]	City, State, Zip	[Redacted]
	Optical Protection if OCS or >		Optical Protection if OCS or >	
	Hand Off Requirements		Hand Off Requirements	
	LOA Responsibility		LOA Responsibility	
	Cross Connect Responsibility		Cross Connect Responsibility	
Extended Demarc (Addl. Charges May Apply)		Extended Demarc (Addl. Charges May Apply)		

Critical Ordering Instructions / Comments

[Redacted]

Terms are month to month.

Confidential and Proprietary				
	<input type="checkbox"/> Agent	<input type="checkbox"/> Wholesale	<input type="checkbox"/> Retail	
Commercial Terms & Ack. Signatory Customer/FPL FN	Monthly Recurring Charge	\$1,000.00	Non Recurring Charge	\$0.00
	Other Monthly Recurring Charges	\$0.00	Other Non Recurring Charges	\$0.00
	FPL FN Consultant	[Redacted]	Opportunity Number	[Redacted]
	FPL FN Account Executive	[Redacted]	FPL FN Sales Engineer	[Redacted]
	FPL FN Acceptance key	[Redacted]	Date of Acceptance	[Redacted]
	Customer Name Signatory	[Redacted]	Customer Title	[Redacted]
	Customer Signature	[Redacted]	Date of Signature	[Redacted]

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CV12226



**FPL  
FiberNet.**

**FPL FIBERNET SERVICE ORDER**

Service Order Fax Number: (888) 635-9170

FiberNet Fax Service FPL.com

Customer Information	Customer PON#:		FPL FN CV#	12739 12226
	CR# Code:		BANK	SR / SW#
	Customer Name:		MSA Execution Date:	
	Customer Initiator Name:		Billing Contact:	
	Address:	9250 W Flagler St.	Billing Address:	9250 W. Flagler St.
	City, State, Zip Code:	Miami, FL 33174	City, State, Zip Code:	Miami, FL 33174
	Customer Initiator EMail:		Billing Phone:	
	Customer Initiator Cellular:		Billing Fax Number:	

Order Information	Order Type:		Order Date:	
	Service Type:	SONET	Desired Delivery Date:	
	Capacity:	663	Quantity:	1
	DSL Option:		Version:	
	DSL Line Code:		Supplement:	
	DSL Op-Set:		Time:	
	Optical Option:		Expeditio Requested?	
	Type-2 Exp/Mod:		Type-2 Circuit Responsibility:	

Customer Location Information	CLL1 at LOCATION #:		CLL1 at LOCATION #:	
	Physical Street Address:		Physical Street Address:	
	Blkg. Floor & Suite/Room #:		Blkg. Floor & Suite/Room #:	
	City, State, Zip:		City, State, Zip:	
	Optical Protection if OCS on:		Optical Protection if OCS on:	
	Head OH Requirements:		Head OH Requirements:	
	LOA Responsibility:		LOA Responsibility:	
	Cross Connect Responsibility:		Cross Connect Responsibility:	

**Critical Ordering Instructions / Comments**

[Redacted Content]

**Confidential and Proprietary**

Commercial Terms & Conditions	<input type="checkbox"/> Agent <input type="checkbox"/> Wholesale <input type="checkbox"/> Retail	Monthly Recurring Charge:	\$1,000.00	Non Recurring Charge:	\$0.00
	Other Monthly Recurring Charge:	\$0.00	Other Non Recurring Charge:	\$0.00	
	FPL FN Consultant:		Opportunity Builders:		
	FPL FN Account Executive:		FPL FN Sales Engineer:		
	FPL FN Acceptance by:		Date of Acceptance:		
	Customer Name Signature:		Customer Title:		
	Customer Signature:		Date of Signature:		

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CONFIDENTIAL



CV 12227

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**FPL FIBERNET SERVICE ORDER**

Service Order Fax Number: (888) 935-9170

FiberNet Fax Service@FPL.com

Customer FORM:		FPL FN CYS:	35131 12227
Order Code:		BAR#:	SR/OP#:
Customer Name:		MMA Execution Date:	
Customer Indicator Name:		Billing Contact:	
Address:	9250 W Flagler St.	Billing Address:	9250 W Flagler St.
City, State, Zip Code:	Miami, FL 33174	City, State, Zip Code:	Miami, FL 33174
Customer Indicator Phone:	305552521688	Billing Phone:	
Customer Indicator Cell no:		Billing Fax Number:	
Customer Indicator eMail:		Billing eMail:	

Order Type:		Order Date:	
Service Type:	SONET	Desired Delivery Date:	
Capacity:	DS3	Quantity:	1
DSL Option:		Version:	
DSL Line Code:		Supplement:	
DSL Option:		Terms:	
Optical Option:		Expedito Requested?	
Type-2 Provision:		Type-2 Circuit Responsibility:	

CLIENT LOCATION A:		CLIENT LOCATION Z:	
Physical Street Address:		Physical Street Address:	
Blkg, Floor & Suite/Room #:		Blkg, Floor & Suite/Room #:	
City, State, Zip:		City, State, Zip:	
Optical Protection (POCS or >):		Optical Protection (POCS or >):	
Hand Off Requirements:		Hand Off Requirements:	
LOA Responsibility:		LOA Responsibility:	
Cross Connect Responsibility:		Cross Connect Responsibility:	
Extended Demarc (Addl. Charges May Apply):		Extended Demarc (Addl. Charges May Apply):	

Critical Ordering Instructions / Comments

[Redacted]

Confidential and Proprietary			
<input type="checkbox"/> Agents		<input type="checkbox"/> Wholesale	
<input type="checkbox"/> Retail			
Monthly Recurring Charge:	\$1,000.00	Non Recurring Charge:	\$0.00
Other Monthly Recurring Charges:	\$0.00	Other Non Recurring Charges:	\$0.00
FPL FN Commitment:		Opportunity Numbers:	
FPL FN Account Executive:		FPL FN Sales Engineer:	
FPL FN Acceptance by:		Date of Acceptance:	
Customer Name Signature:		Customer Title:	
Customer Signature:		Date of Signature:	

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FPL FIBERNET SERVICE ORDER

Service Order Fax Number: (888) 835-9170

FiberNet Fax Service@FPL.com

Customer FOM#		FPL ENGV#	13147 12993
CHR Code		DATE	08/28/10
Customer Name	[Redacted]	MSA Execution Date	[Redacted]
Customer Initiator Name		Billing Contact	[Redacted]
Address	9250 W Flagler St.	Billing Address	9250 W. Flagler St.
City, State, Zip Code	Miami, FL 33174	City, State, Zip Code	Miami, FL 33174
Customer Initiator Phone	305-532-3236	Billing Phone	[Redacted]
Customer Initiator Cellphn		Billing Fax Number	[Redacted]
Customer Initiator eMail		Billing eMail	[Redacted]

Order Type		Order Date	October 27, 2010
Service Type	SOMEF	Dispatched Delivery Date	January 1, 2011
Capacity	953	Quantity	1
DSL Order#		Version	
DSL Line Code		Tag elements	
DIG Order#		Termt	
Optical Option		Expedite Requested?	
Type-3 Provider		Type-3 Churn Responsibility	

CLIA at LOCATION A	[Redacted]	CLIA at LOCATION B	[Redacted]
Physical Street Address	[Redacted]	Physical Street Address	[Redacted]
Bldg. Floor & Suite/Room #	[Redacted]	Bldg. Floor & Suite/Room #	[Redacted]
City, State, Zip	[Redacted]	City, State, Zip	[Redacted]
Optical Protection (OC3 or >)		Optical Protection (OC3 or >)	
Hand Off Requirements		Hand Off Requirements	
LOA Responsibility		LOA Responsibility	
Cross Connect Responsibility		Cross Connect Responsibility	
Extended Demos (Addl. Charges May Apply)		Extended Demos (Addl. Charges May Apply)	

Critical Ordering Instructions / Comments

[Redacted]

Terms are local to local.

Confidential and Proprietary			
<input checked="" type="checkbox"/> Agent	<input type="checkbox"/> Wholesale	<input type="checkbox"/> Retail	
Monthly Recurring Charge	\$1,000.00	Non Recurring Charge	\$0.00
Other Monthly Recurring Charge	\$0.00	Other Non Recurring Charge	\$0.00
FPL FN Consultant	[Redacted]	Opportunity Number	[Redacted]
FPL FN Account Executive	[Redacted]	FPL FN Sales Engineer	[Redacted]
FPL FN Acceptance by	[Redacted]	Date of Acceptance	[Redacted]
Customer Name Signatory	[Redacted]	Customer Title	[Redacted]
Customer Signature	[Redacted]	Date of Signature	[Redacted]

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### FPL FIBERNET ETHERNET / IP SERVICE ORDER

Service Order Fax Number: (888) 835 - 9170

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Customer Information			
Account Number		CV34790	
Account Name			
Address	9250 W. Flagler St.		
City	Miami, Fla. 33174		
State			
Zip			
Service Address		9250 W. Flagler St.	
City		Miami, Fla. 33174	
State			
Zip			

Order Details	
Order Type	Standard
Priority	No
Comments	Other, specify in Comments

Service Details	
Service Type	
Service Level	
Service Start Date	
Service End Date	
Service Status	<input type="checkbox"/> Yes <input type="checkbox"/> No



Equipment				
Item	Description	Quantity	Unit Price	Total Price
1	New			
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[Redacted]		<input type="checkbox"/> No
[Redacted]		<input type="checkbox"/> Yes
[Redacted]		<input type="checkbox"/> Disable
[Redacted]		<input type="checkbox"/> Yes
[Redacted]		<input type="checkbox"/> Yes

**Special Order/Service Order/Comments**

[Redacted]

Terms: This service order supplement increases the bandwidth on the existing circuit from 50Meg to 100Meg at the utility's request. Nothing else changes. The original 54 month term will remain. MRC will go from \$2,100 to \$3,519 plus applicable taxes.

[Redacted]

<input type="checkbox"/> Agent:	<input type="checkbox"/> Enterprise	<input type="checkbox"/> Carrier
	\$3,519.00	\$0.00
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

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CONFIDENTIAL

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FPL  
FiberNet

FPL FIBERNET SERVICE ORDER

Service Order Box Number: (888) 835-9170

FiberNet\_Fax\_Server@FPL.com

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Customer Information	Customer PON#:		FPL FN CVR:	
	CKR Code:		BANK:	SR / RDN:
	Customer Name:		MSA Execution Date:	
	Customer Initiator Name:		Billing Contact:	
	Address:	9250 West Flagler St.	Billing Address:	9250 West Flagler St.
	City, State, Zip Code:	Miami, FL 33174	City, State, Zip Code:	Miami, Fla. 33174
	Customer Initiator Phone:		Billing Phone:	
	Customer Initiator Cellular:		Billing Fax Number:	
	Customer Initiator eMail:		Billing eMail:	

Order Information	Order Type:	New	Order Date:	
	Service Type:	SECRET	Desired Delivery Date:	
	Capacity:	DS1	Quantity:	
	DS1 Option:	DS25	Version:	
	DS1 Line Code:	ESP	Supplement:	
	DS3 Option:		Term:	60 Months
	Optical Option:		Expedite Requested?	
	Type-3 Provider:		Type-3 Circuit Responsibility:	

Customer Location Information	CLLI at LOCATION A:		CLLI at LOCATION Z:	
	Physical Street Address:		Physical Street Address:	
	Bldg. Floor & Suite/Room #:		Bldg. Floor & Suite/Room #:	
	City, State, Zip:		City, State, Zip:	
	Optical Protection if OC3 or >:		Optical Protection if OC3 or >:	
	Hand Off Requirement:	Electrical	Hand Off Requirement:	Electrical
	LOA Responsibility:		LOA Responsibility:	
	Cross Connect Responsibility:		Cross Connect Responsibility:	
Extended Demarc (Addl. Charges May Apply):		Extended Demarc (Addl. Charges May Apply):		

Critical Ordering Instructions / Comments

Confidential and Proprietary			
<input type="checkbox"/> Agent	<input type="checkbox"/> Wholesale	<input type="checkbox"/> Retail	
Monthly Recurring Charges	\$350.00	Non Recurring Charge:	\$0.00
Other Monthly Recurring Charges:	\$0.00	Other Non Recurring Charges:	\$0.00
FPL FN Consultant:		Opportunity Number:	
FPL FN Account Executive:		FPL FN Sales Engineer:	
FPL FN Acceptance by:		Date of Acceptance:	
Customer Name Signature:		Customer Title:	
Customer Signature:		Date of Signature:	

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CONFIDENTIAL

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FPL FiberNet

**FPL FIBERNET SERVICE ORDER**

Service Order Fax Number: (888) 835 - 9170  
FiberNet Fax Server@FPL.com

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Customer Information	Customer PONI:		FPL FN CV#:	
	CKR Code:		QAN#:	SR / SW#:
	Customer Name:		MRA Execution Date:	
	Customer Initiator Name:		Billing Contact:	
	Address:	9250 West Flagler St.	Billing Address:	9250 West Flagler St.
	City, State, Zip Code:	Miami, FL 33174	City, State, Zip Code:	Miami, Fla. 33174
	Customer Initiator Phone:		Billing Phone:	
	Customer Initiator Cellular:		Billing Fax Number:	
Customer Initiator eMail:		Billing eMail:		

Order Information	Order Type:	New	Order Date:	
	Service Type:	SONET	Desired Delivery Date:	
	Capacity:	DS1	Quantity:	1
	DS1 Option:	B823	Version:	
	DS1 Line Code:	ESF	Supplements:	
	DS3 Option:		Term:	60 Months
	Optical Option:		Expedite Requested?	
	Type-3 Provider:		Type-3 Circuit Responsibility:	

Customer Location Information	CLI# at LOCATION A:		CLI# at LOCATION Z:	
	Physical Street Address:		Physical Street Address:	
	Bldg, Floor & Suite/Room #:		Bldg, Floor & Suite/Room #:	
	City, State, Zip:		City, State, Zip:	
	Optical Protection if OC3 or >:		Optical Protection if OC3 or >:	
	Hand Off Requirement:		Hand Off Requirement:	
	LOA Responsibility:		LOA Responsibility:	
	Cross Connect Responsibility:		Cross Connect Responsibility:	
Extended Demarc (Addl. Charges May Apply)		Extended Demarc (Addl. Charges May Apply)		

Critical Ordering Instructions / Comments

Confidential and Proprietary				
Commercial Terms & Auth. Signature Customer/FPL FN	<input type="checkbox"/> Agent	<input type="checkbox"/> Wholesale	<input type="checkbox"/> Retail	
	Monthly Recurring Charge:	\$350.00	Non Recurring Charge:	\$0.00
	Other Monthly Recurring Charges:	\$0.00	Other Non Recurring Charges:	\$0.00
	FPL FN Consultant:		Opportunity Number:	
	FPL FN Account Executive:		FPL FN Sales Engineer:	
	FPL FN Acceptance by:		Date of Acceptance:	
	Customer Name Signature:		Customer Title:	
	Customer Signature:		Date of Signature:	

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FPL  
FiberNet

**FPL FIBERNET SERVICE ORDER**

Service Order Fax Number: (888) 835 - 9170

FiberNet.Fax.Server@FPL.com

Customer Information	Customer PONY:		FPL FN CVM:	
	CR Code:		BANK:	SR / SP#:
	Customer Name:		MBA Execution Date:	
	Customer Initiator Name:		Billing Contact:	
	Address:	9250 West Flagler St.	Billing Address:	9250 West Flagler St.
	City, State, Zip Code:	Miami, FL 33174	City, State, Zip Code:	Miami, Fla. 33174
	Customer Initiator Phone:		Billing Phone:	
	Customer Initiator Cell/Wire:		Billing Fax Number:	
	Customer Init(at) or eMail:		Billing eMail:	

Order Information	Order Type:	New	Order Date:	
	Service Types:	SDNET	Desired Delivery Date:	
	Capacity:	OSI	Quantity:	
	D81 Option:	B025	Version:	
	D81 Line Code:	ESP	Supplement:	
	D82 Option:		Term:	60 Months
	Optical Option:		Expedito Requested?	
	Type-2 Provider:		Type-2 Circuit Responsibility:	

Customer Location Information	CLLI at LOCATION A:		CLLI at LOCATION Z:	
	Physical Street Address:		Physical Street Address:	
	Blgd, Floor & Suite/Room #:		Blgd, Floor & Suite/Room #:	
	City, State, Zip:		City, State, Zip:	
	Optical Protection If OC3 or >:		Optical Protection If OC3 or >:	
	Hand Off Requirement:	Electrical	Hand Off Requirement:	Electrical
	LOA Responsibility:		LOA Responsibility:	
	Cross Connect Responsibility:		Cross Connect Responsibility:	
	Extended Demurr: (Addl. Charges May Apply)		Extended Demurr: (Addl. Charges May Apply)	

Critical Ordering Instructions / Comments

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Confidential and Proprietary

Commercial Terms & Auth. Signature Customer: FPL FN	<input type="checkbox"/> Agent:		<input type="checkbox"/> Wholesale		<input type="checkbox"/> Retail	
	Monthly Recurring Charge:	\$350.00	Non Recurring Charge:	\$0.00		
	Other Monthly Recurring Charge:	\$0.00	Other Non Recurring Charge:	\$0.00		
	FPL FN Consultant:		Opportunity Number:			
	FPL FN Account Executive:		FPL FN Sales Engineer:			
	FPL FN Acceptance by:		Date of Acceptance:			
	Customer Name Signature:		Customer Title:			
	Customer Signature:		Date of Signature:			

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CONFIDENTIAL

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FPL FiberNet

**FPL FIBERNET SERVICE ORDER**

Service Order Fax Number: (888) 835-9170  
FiberNet Fax Service@FPL.com

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Customer Information	Customer FOM#:		FPL FN CVM:	
	CKR Code:		BANK:	SR / SR#:
	Customer Name:		MSA Execution Date:	
	Customer Initiator Name:		Billing Contact:	
	Address:	9250 West Flagler St.	Billing Address:	9250 West Flagler St.
	City, State, Zip Code:	Miami, FL 33174	City, State, Zip Code:	Miami, Fla. 33174
	Customer Initiator Phone:		Billing Phone:	
	Customer Initiator Cellular:		Billing Fax Number:	
	Customer Initiator eMail:		Billing eMail:	

Order Information	Order Type:	New	Order Date:	
	Service Type:	SONET	Desired Delivery Date:	
	Capacity:	D51	Quantity:	1
	DS1 Option:	BE23	Version:	
	DS1 Line Code:	ESF	Supplement:	
	DS3 Option:		Term:	60 Months
	Optical Option:		Expedite Requested?	
	Type-2 Provider:		Type-2 Circuit Responsibility:	

Customer Location Information	CLL1 at LOCATION 1:		CLL1 at LOCATION 2:	
	Physical Street Address:		Physical Street Address:	
	Bldg, Floor & Suite/Room #:		Bldg, Floor & Suite/Room #:	
	City, State, Zip:		City, State, Zip:	
	Optical Protection if OCS or >		Optical Protection if OCS or >	
	Hand Off Requirements:	Electrical	Hand Off Requirements:	Electrical
	LOA Responsibility:		LOA Responsibility:	
	Cross Connect Responsibility:		Cross Connect Responsibility:	
Extended Demarc (Addl. Charges May Apply)		Extended Demarc (Addl. Charges May Apply)		

Critical Ordering Instructions / Comments

[Redacted Area]

Confidential and Proprietary			
Agent	Wholesale	Retail	
Monthly Recurring Charge:	\$350.00	Non Recurring Charge:	\$0.00
Other Monthly Recurring Charges:	\$0.00	Other Non Recurring Charges:	\$0.00
FPL FN Consultant:		Opportunity Number:	
FPL FN Account Executive:		FPL FN Sales Engineer:	
FPL FN Acceptance by:		Date of Acceptance:	
Customer Name Signatory:		Customer Title:	
Customer Signature:		Date of Signature:	

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CONFIDENTIAL  
CV 65 776



**FPL FIBERNET SERVICE ORDER**  
Service Order Fax Number: (888) 835 - 9170  
FiberNet Fax Servan@FPL.com

Customer Information	Customer PON#:		FPL FN CYN#:	
	CKR Code:		BANK:	TR / SEW:
	Customer Name:		MBA Execution Date:	
	Customer Initiator Name:		Billing Contact:	
	Address:	9250 West Flagler St.	Billing Address:	9250 West Flagler St.
	City, State, Zip Code:	Miami, FL 33174	City, State, Zip Code:	Miami, Fla. 33174
	Customer Initiator Phone:		Billing Phone:	
	Customer Initiator Cellular:		Billing Fax Number:	
	Customer Initiator eMail:		Billing eMail:	

Order Information	Order Type:	NEW	Order Date:	
	Service Type:	SONET	Desired Delivery Date:	
	Capacity:	DS1	Quantity:	1
	DS1 Option:	8825	Version:	
	DS1 Line Code:	ESF	Supplement:	
	DS3 Option:		Term:	60 Months
	Optical Option:		Expedite Requested?	
	Type-3 Provider:		Type-3 Circuit Responsibility:	

Customer Location Information	CLLI at LOCATION A:		CLLI at LOCATION Z:	
	Physical Street Address:		Physical Street Address:	
	Bldg, Floor & Suite/Room #:		Bldg, Floor & Suite/Room #:	
	City, State, Zip:		City, State, Zip:	
	Optical Protection if OCS or >		Optical Protection if OCS or >	
	Hand Off Requirements:	Electrical	Hand Off Requirements:	Electrical
	LOA Responsibility:		LOA Responsibility:	
	Cross Connect Responsibility:		Cross Connect Responsibility:	
Extended Demarc: (Add. Charges May Apply)		Extended Demarc: (Add. Charges May Apply)		

Critical Ordering Instructions / Comments

[Redacted]

Confidential and Proprietary			
<input type="checkbox"/> Agents	<input type="checkbox"/> Wholesale	<input type="checkbox"/> Retail	
Monthly Recurring Charge:	\$350.00	Non Recurring Charge:	\$0.00
Other Monthly Recurring Charges:	\$0.00	Other Non Recurring Charges:	\$0.00
FPL FN Consultant:		Opportunity Number:	
FPL FN Account Executive:		FPL FN Sales Engineer:	
FPL FN Acceptance by:		Date of Acceptance:	
Customer Name Signatory:		Customer Title:	
Customer Signature:		Date of Signature:	

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CONFIDENTIAL  
CV 66222

Access  
CV 66222  
CV 66223



**FPL FIBERNET ETHERNET / IP SERVICE ORDER**

Service Order Fax Number: (888) 835-9170  
FiberNet Fax Server@FPL.com

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Customer Information			
Customer PON#:		FPL FN Service CV#:	
CKR Code:		RAN#:	
Customer Name:	[Redacted]	MSA Execution Date:	[Redacted]
Customer Initiator Name:		IP/Ethernet Addendum Date:	[Redacted]
Address:	4200 West Flagler St.	Billing Contact:	[Redacted]
City, State, Zip Code:	Miami, FL 33102	Billing Address:	4200 West Flagler St.
Customer Initiator Phone:	[Redacted]	City, State & Zip:	Miami, FL 33102
Customer Initiator Cellular:	[Redacted]	Billing Phone/Fax:	[Redacted]
Customer Initiator email:	[Redacted]	Billing email:	[Redacted]

Order Details			
Order Type:	New	Date Sent:	[Redacted]
Expedite Requested?	No	Date of Delivery Date:	[Redacted]
Term/YTA:	60 Month	Supplement:	
		Version:	

Service Details			
Product Type:	[Redacted]	Routing Type (Protocol):	
Topology:	[Redacted]	BGP Routes:	
FPL FiberNet Allocated IP Address Space (Form Required):	<input type="checkbox"/> Yes	Customer IP Address Space Advertising (Form Required):	<input type="checkbox"/> Yes

Value Added Services	
[Redacted]	[Redacted]

Location Information				
	Hub/A Loc/Remote 1	2 Loc/Remote 2	Remote 3	Remote 4
Node Activity:	New	New		
CLI Code:	[Redacted]			
Physical Address	[Redacted]			
City, State, ZIP:	[Redacted]			
Demarc/Rm/Rlet	[Redacted]			
Building Name:	[Redacted]			
Site Contact:	[Redacted]			
Site Phone No.:	[Redacted]			
Customer's Circuit ID:				
Location's CV#:	[Redacted]			
CIR:	500Mbps	500Mbps		
Demarc Device Power:	120V AC	120V AC		
Demarc Mounting:	19" Rack Mount	19" Rack Mount		
Monthly Recurring Charge:	\$3,364.00			
Non Recurring Charge:	\$0.00			

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Value Added Services (Per Site)				
Hub/A loc/Remote 1	Zone/Remote 2	Remote 3	Remote 4	
[REDACTED]			<input type="checkbox"/> No	<input type="checkbox"/> Yes
			<input type="checkbox"/> Disable	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

Critical Ordering Instructions / Comments	
[REDACTED]	
This service order is for a 500Meg [REDACTED]	Length of contract is 60 months and
the monthly charge will be \$3,364.00 (taxes not inclusive).	
[REDACTED]	

Commercial Terms & Auth. Signature Customer/FPL FN Confidential and Proprietary			
<input type="checkbox"/> Agent:		<input type="checkbox"/> Wholesale	
<input type="checkbox"/> Retail			
Monthly Recurring Charge:	\$3,364.00	Non Recurring Charge:	\$0.00
Other Monthly Recurring Charges:		Other Non Recurring Charges:	
FPL FN Agent:	[REDACTED]	Opportunity Number:	
FPL FN Account Executive:	[REDACTED]	FPL FN Sales Engineers:	[REDACTED]
FPL FN Acceptance:		FPL FN Acceptance Date:	[REDACTED]
Customer Name Signatory:		Customer Title:	[REDACTED]
Customer Signature:	[REDACTED]	Customer Signed Date:	[REDACTED]

Rev. 4/25/2009

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 CONFIDENTIAL  
 (2) p 157-158  
 Carlsberg

New [Redacted] CV67092 ACCESS CV67093 CV67094



FPL FiberNet

FPL FIBERNET ETHERNET / IP SERVICE ORDER

Service Order Fax Number: (888) 835-9170  
 FiberNet Fax Server@FPL.com

Customer Information			
Customer PON#:		FPL FN Service CV#:	
CKR Codes:		BAN#:	SR#:
Customer Name:	[Redacted]	MSA Execution Date:	[Redacted]
Customer Initiator Name:	[Redacted]	IP/Ethernet Address/Dns:	[Redacted]
Address:	9250 W. Flagler St.	Billing Contact:	[Redacted]
City, State, Zip Code:	Miami, Fla. 33174	Billing Address:	9250 W. Flagler St.
Customer Initiator Phone:	[Redacted]	City, State & Zip:	Miami, Fla. 33174
Customer Initiator Celllari:	[Redacted]	Billing Phone/Fax:	[Redacted]
Customer Initiator email:	[Redacted]	Billing email:	[Redacted]

Order Details			
Order Type:	New	Date Sent:	[Redacted]
Expedite Requested?	No	Desired Delivery Date:	[Redacted]
Term/VTAs:	24 Months	Supplement:	[Redacted]
		Version:	[Redacted]

Service Details			
Product Type:	[Redacted]	Routing Type (Protocol):	[Redacted]
Topology:	[Redacted]	BGP Routes:	[Redacted]
FPL Provides Allocated IP Address Space (Form Required):	<input checked="" type="checkbox"/> Yes	Customer IP Address Space Advertising (Form Required):	<input checked="" type="checkbox"/> Yes

Value Added Services			
[Redacted]	[Redacted]	[Redacted]	[Redacted]

Location Information				
	Hub/A Loc/Remote 1	Z Loc/Remote 2	Remote 3	Remote 4
Node Activity:	New	New		
CLI Code:	[Redacted]	[Redacted]		
Physical Address:	[Redacted]	[Redacted]		
City, State, ZIP:	[Redacted]	[Redacted]		
Demarc/Abn/Fiber:	[Redacted]	[Redacted]		
Building Name:	[Redacted]	[Redacted]		
Site Contact:	[Redacted]	[Redacted]		
Site Phone No.:	[Redacted]	[Redacted]		
Customer's Circuit ID:	[Redacted]	[Redacted]		
Location's CV#:	[Redacted]	[Redacted]		
NNI Rate Limit:	[Redacted]	[Redacted]		
CIR:	200Mbps	200Mbps		
CP Rate:	[Redacted]	[Redacted]		
Demarc Device Power:	120V AC	120V AC		
Demarc Mounting:	19" Rack Mount	19" Rack Mount		
Monthly Recurring Charges:				
Non Recurring Charges:				

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Value Added Services (Per Site)				
	Hub/A Loc/Remote 1	Z Loc/Remote 2	Remote 3	Remote 4
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> No	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> No	<input type="checkbox"/> Yes

Critical Ordering Instructions / Comments	
<p>The monthly recurring charge of \$7,600.00</p> <p>\$7,600.00. All rates plus applicable taxes.</p> <p>There is an NRC of</p>	

Commercial Terms & Auth. Signature Customer/EPL EN			
Confidential and Proprietary			
<input type="checkbox"/> Agent:	<input type="checkbox"/> Wholesale	<input type="checkbox"/> Retail	
Monthly Recurring Charges:	\$7,600.00	Non Recurring Charges:	\$7,000.00
Other Monthly Recurring Charges:	\$0.00	Other Non Recurring Charges:	\$0.00
EPL EN Agent:		Opportunity Number:	
EPL EN Account Executive:		EPL EN Sales Representative:	
EPL EN Acceptance:		EPL EN Acceptance Date:	
Customer Name Signatory:		Customer Title:	
Customer Signature:		Customer Signed Date:	

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New

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FPL FiberNet

FPL FIBERNET SERVICE ORDER

Service Order Fax Number: (888) 835-9170

FiberNet.Fax.Serv@FPL.com

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Customer Information	Customer FQDN:		FPL FN CV#:	
	CKR Code:		BANK:	BR / SPN:
	Customer Name:		MSA Execution Dates:	
	Customer Initiator Name:		Billing Contact:	
	Address:	700 Universe Blvd.	Billing Address:	700 Universe Blvd.
	City, State, Zip Code:	Juno Beach, Fla. 33408	City, State, Zip Code:	Juno Beach, Fla. 33408
	Customer Initiator Phone:		Billing Phone:	
	Customer Initiator Cellular:		Billing Fax Number:	
	Customer Initiator eMail:		Billing eMail:	

Order Information	Order Type:	New	Order Dates:	
	Service Type:	SONET	Desired Delivery Date:	
	Capacity:	OC12	Quantity:	
	DS1 Option:		Version:	
	DS1 Line Code:		Supplement:	
	DS3 Option:		Term:	24 Months
	Optical Option:		Expedite Requested:	no
	Type-2 Provider:		Type-2 Circuit Responsibility:	

Customer Location Information	CLLI at LOCATION A:		CLLI at LOCATION Z1:	
	Physical Street Address:		Physical Street Address:	
	Bldg. Floor & Suite/Room #:		Bldg. Floor & Suite/Room #:	
	City, State, Zip:		City, State, Zip:	
	Optical Protection if OC3 or >:		Optical Protection if OC3 or >:	
	Hand Off Requirement:		Hand Off Requirement:	
	LOA Responsibility:	N/A	LOA Responsibility:	N/A
	Cross Connect Responsibility:	N/A	Cross Connect Responsibility:	N/A
Extended Demarc (Addl. Charges May Apply)		Extended Demarc (Addl. Charges May Apply)		

Critical Order Information / Comments

[Redacted]

Confidential and Proprietary			
<input type="checkbox"/> Agents		<input type="checkbox"/> Wholesale	
<input type="checkbox"/> Retail			
Commercial Terms & Auth. Signature Customer/FPL FN	Monthly Recurring Charge:	\$4,400.00	Non Recurring Charge:
	Other Monthly Recurring Charges:		\$0.00
	FPL FN Consultant:		Opportunity Number:
	FPL FN Account Executive:		FPL FN Sales Engineer:
	FPL FN Acceptance by:		Date of Acceptance:
	Customer Name Signatory:		Customer Title:
	Customer Signature:		Date of Signature:

Rev 4/28/2009

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1 3.6. Acceptance of Capacity. When Provider believes that a Service is ready for use by  
 2 Customer, Provider shall conduct Acceptance testing. The test shall be coordinated and performed  
 3 by Provider. If the test results demonstrate that the Capacity and quality meet the requirements in  
 4 Exhibit A, Provider shall give electronic notice to Customer ("Connection Notice") attesting to  
 5 compliance of the Service to the specifications contained in Exhibit A. If Customer delivers to  
 6 Provider, within two (2) business days after Customer's receipt of the Connection Notice, notice  
 7 specifying non-conformance of the Service with the specifications contained in Exhibit A as  
 8 demonstrated by the test results, Provider shall promptly undertake appropriate corrective action and  
 9 the testing and Acceptance process shall be repeated. If Customer fails to deliver such notice within  
 10 said two (2) business day period, Customer shall be deemed to have Accepted the subject Service  
 11 and shall be the date of Acceptance for that Service. The date upon which monthly recurring  
 12 charges shall accrue for a Service (the "Service Commencement Date") shall be equivalent to the  
 13 date of Acceptance unless otherwise handled through the allocation methodology of annual capacity  
 14 study and calendar year fixed billing.

15

**ARTICLE IV - PAYMENT, TAXES AND OTHER FEES OR PERMITS**

16 4.1. Pricing. Unless otherwise agreed to in writing by the Parties, and for so long as the  
 17 Parties are affiliates within the meaning of applicable rules and regulations of the Florida Public  
 18 Service Commission ("FPSC"), Customer shall pay Provider for Services at the Price, except as  
 19 otherwise may be established by final order of the FPSC, in which case the terms of said final order  
 20 shall apply. At such time, if any, that the Parties cease to be affiliates under relevant FPSC rules or  
 21 regulations, the pricing or methodology of pricing then in effect shall continue to apply for a period  
 22 of thirty-six (36) months during which time the Parties agree to negotiate in good faith to establish  
 23 pricing at then prevailing market rates. Provider shall send invoices or statement of allocation  
 24 impact to Customer with 90 days of the service provided.

25 4.2. Non-Recurring Charges. The non-recurring charges ("NRCs") payable by Customer  
 26 for each Service shall be stated in each Service Order and, unless otherwise specified in the Service  
 27 Order, shall be payable within [REDACTED] days after the Acceptance Date.

28 4.3. Recurring Charge Invoices. Provider shall invoice Customer on a monthly basis for  
 29 the monthly recurring charges ("MRCs") for each Service. Invoices shall be sent in advance of the  
 30 month to which the invoice applies and shall be paid by Customer within [REDACTED] of the  
 31 date of such invoice. Should the Customer dispute any of the charges on its monthly invoice, it shall  
 32 notify Provider of such disputed charges in writing. The notice shall set forth all details concerning  
 33 the disputed charges and reasons for the dispute. Provider and Customer shall attempt in good faith  
 34 to resolve any objection to the invoiced amount prior to the payment due date. If the disagreement  
 35 cannot be resolved prior to the payment due date, Provider will deliver to Customer an interim  
 36 invoice in respect of the undisputed amount and Customer shall pay the invoiced amount minus the  
 37 disputed amount on the due date of original invoice. Customer may deliver notice disputing  
 38 previously paid charges no later than [REDACTED] days after date of the invoice. If the  
 39 dispute is subsequently resolved in favor of Provider, Provider shall re-invoice the disputed amount  
 40 owed then, including interest at the rate specified in Section 4.4 from the original due date, and  
 41 Customer shall pay all amounts agreed or found to be owing to Provider within [REDACTED] days  
 42 of the date of the reissued invoice.

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1 4.4. Remittance. Payments shall be made by Wire Transfer via the banking information  
2 below which can be updated by Provider by providing written notice to Customer.

3 Bank of America  
4 Houston, Texas  
5 ABA # 111000012  
6 FPL FiberNet, LLC  
7 [REDACTED]

8 4.5. Setoff Rights. Customer shall be entitled at all times to set-off any amount due from  
9 Provider against any amount payable by Customer to Provider.

10 4.6. Taxes. Customer shall be responsible for any applicable federal, state or local sales,  
11 use, excise, gross receipts, universal service, or other taxes, fees, assessments or similar amounts in  
12 connection with the Service furnished to Customer pursuant hereto. Customer shall pay all such  
13 amounts directly to the taxing authority unless the taxing authority requires that Provider collect and  
14 remit payment, in which event Customer shall pay said amounts to Provider and Provider shall remit  
15 such amounts to the authority. Customer represents and warrants that all Services purchased  
16 hereunder are being purchased for use by Customer. Customer agrees that if Customer resells any  
17 part of the Service, by itself or as part of another service offered by Customer, to any end user,  
18 Customer shall notify Provider of such resale and shall collect and remit all universal service fees  
19 due with respect to such services sold by Customer and shall file all applicable reporting forms. To  
20 the extent legally permitted, Provider may seek to reduce its universal service payments on the  
21 Services to reflect the extent of their resale to end users by Customer. Customer and Provider shall  
22 cooperate in taking all reasonable actions necessary to minimize, or to qualify for exemptions from,  
23 any such taxes, duties or liabilities, including the furnishing of certifications that purchases by  
24 Customer are for purposes of resale. Customer shall provide all information to Provider of any  
25 exemption of sales, use or other tax claimed by Customer and shall immediately notify Provider of  
26 any change in Customer's tax status.

27 4.7. Protest. Customer and Provider shall each have the right to protest or appeal any tax  
28 or charge assessed against it by any taxing authority.

29 **ARTICLE V - SERVICE INTERRUPTIONS AND CREDITS**

30 5.1. Allowance for Interruption of Service. Customer shall be entitled to a credit for  
31 periods of Service Outage for the portion of the Market Services which is affected. For the purpose  
32 of determining the amount of allowance, every month is considered to have 30 days and only those  
33 sites affected by the Service Outage shall be considered in determining the number of sites affected.

34 5.2. Notice and Measurement. Service Outages shall be measured from (a) the earlier of  
35 the time Customer notifies Provider that a Service Outage has occurred or the time the Provider  
36 becomes aware of the outage to (b) the time of restoration which is confirmed by the Customer. For  
37 notice purposes, Customer may notify Provider by telephone, telefax, courier or any such similar  
38 expedited notice mechanism. Exhibit D to the Agreement provides the Provider's points of contact  
39 in the event of a Service Outage, provided that Provider may amend the points of contact set out in

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1 Service on the Provider side of the Point of Demarcation are the responsibility of Provider, and  
2 Provider will maintain all such equipment, including P&C Fibers.

3 The Customer shall have the option to request that the Provider, at the Customer's expense  
4 and on "best efforts" verses SLA measurements, provide troubleshooting services on the Customer's  
5 side of the Point of Demarcation. The Customer shall also have the option to request that the  
6 Provider, at the Customer's expense, assist with the connection to the Provider's tie cable at given  
7 sites to facilitate service. For the avoidance of doubt, any assistance provided by the Provider will  
8 not change the original Point of Demarcation.

9 6.4. Off-Net Monitoring. Customer acknowledges that Provider has no ability  
10 independently to test or maintain Service between any locations related to Off-Net Services.  
11 Consequently, if Provider provides such Service, then, notwithstanding anything in this Agreement  
12 to the contrary, Provider's entire duty with respect to such Service shall be to use commercially  
13 reasonable efforts to cause the provider thereof to test and maintain such Service in accordance with  
14 Provider's specifications, and Customer shall not be entitled to any Service Outage credit or  
15 damages of any kind from Provider for any outage of Off-Net Services, except to the extent provided  
16 above in Section 5.4.

17 6.5. Monthly Service Meetings. Provider will host monthly service meetings with the  
18 Customer to review monthly statistics regarding existing circuits, new requests, and outstanding  
19 issues needing resolution and/or escalation. The Customer will present a vendor scorecard (see  
20 Exhibit G) at each meeting that will summarize the Customer's satisfaction with various aspects of  
21 the business relationship. A Provider scorecard (see Exhibit H) will be presented at each meeting  
22 that will summarize the circuit information for the previous month. This data shall reflect not only  
23 the previous month's performance, but also show trend data over time. Provider shall present its  
24 analysis of the performance trends and recommendations to continually improve performance,  
25 reduce cost and increase value to Customer for the following categories (see Provider Scorecard  
26 Metric set forth in Exhibit E): (a) Circuit Availability; (b) Mean Time to Repair; (c) Number of  
27 Incidents; (d) Number of Outages; (e) Number of Outage Minutes; (f) Number of Chronic Failures;  
28 and (g) Number or Service Orders Completed.

29 6.6. Access and Security Provisions. The Parties agree to the access and security  
30 provisions contained in Exhibit C to this Agreement.

31 **ARTICLE VII - SERVICE CHANGES**

32 7.1. Legal Changes. Upon thirty (30) days prior written notice, Provider shall have the  
33 right, and Customer shall have the right without payment of any termination liability, to terminate  
34 any Service Order entered into under this Agreement if any material rate or term contained in the  
35 Service Order is materially and adversely changed or is found to be unlawful, or the relationship  
36 between the Parties hereunder is found to be unlawful in a final, unappealable legal order or other  
37 determination.

38 7.2. Early Termination of Service Order by Customer. Customer may at its sole option  
39 cancel a Service Order prior to the end of the Service Order Term for any reason, upon  
40 [redacted] written notice to Provider setting out the effective date of cancellation. In the event Customer

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1 shall cancel any Service Order prior to the expiration of the Service Order Term, Customer shall  
2 remit to Provider on demand as liquidated damages, and not as a penalty, the following sums (a) all  
3 costs, fees and expenses reasonably incurred in connections with establishing service to Customer;  
4 plus (b) any disconnection, early cancellation or termination charge reasonably incurred by Provider  
5 on behalf of Customers; (c) any terms with regard to minimum usage to which the Customer has  
6 agreed; and (d) the reasonable costs for removal of all equipment specially ordered to service  
7 Customer.

8 7.3. Renewals. Unless specified otherwise in the Service Order, a Service Order will  
9 automatically renew on a month-to-month basis at the existing rate unless canceled by Provider or  
10 Customer with at least thirty (30) days written notice to the other.

11 **ARTICLE VIII - BREACH AND REMEDIES**

12 8.1. Default. A Party shall be in Default under this Agreement if:

13 a. Such Party fails to make a payment when due and such failure continues for more  
14 than [REDACTED] days after written notice.

15 b. Such Party fails to perform any obligation required under this Agreement and such  
16 failure continues for more than [REDACTED] days after written notice, provided that if the breach is of  
17 such a nature that it can not be cured within [REDACTED] days, then such Party shall not be in Default  
18 so long as it commences to cure within such period of time and thereafter diligently and  
19 continuously pursues such cure to completion.

20 c. Such Party fails generally to pay its debts as such debts become due, or admits in  
21 writing its inability to pay its debts as such debts become due, or makes any general assignment for  
22 the benefit of creditors.

23 d. There is commenced by such Party any case, proceeding, or other action seeking  
24 reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts  
25 under any law relating to bankruptcy, insolvency, or reorganization, or relief of debtors, or seeking  
26 appointment of a receiver, trustee, custodian, or other similar official for it or for all or any  
27 substantial part of its property.

28 e. There is commenced any case, proceeding or other action against such Party seeking  
29 to have any order for relief entered against such Party as debtor, or seeking reorganization,  
30 arrangement, adjustment, liquidation, dissolution or composition of such Party or its debts under any  
31 law relating to bankruptcy, insolvency, reorganization, or relief of debtors, or seeking appointment  
32 of a receiver, trustee, custodian, or other similar official for such Party or for all or any substantial  
33 part of the property of such Party, and

34 (i) such Party shall, by any act or omission, indicate its consent to, approval of, or  
35 acquiescence in such case, proceeding or action, or

36 (ii) such case, proceeding or action results in the entry of an order for relief which  
37 is not fully stayed within seven (7) business days after the entry thereof, or

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1 (iii) such case, proceeding or action remains un-dismissed for a period of thirty  
2 (30) days or more or is dismissed or suspended only pursuant to section 305 of the United  
3 States Bankruptcy Code or any corresponding provision of any future United States  
4 Bankruptcy law.

5 8.2. Remedies. Upon the occurrence of a Default, the non-Defaulting Party may seek any  
6 and all remedies available at law and/or equity, except to the extent any such remedy is specifically  
7 limited or prohibited by this Agreement, and may terminate this Agreement and all Service Orders or  
8 may terminate any one or more Service Orders to which the Default is related.

9 8.3. Suspension of Service. When payment in full, less any disputed amounts as provided  
10 above, is not made by Customer on or before any due date, Provider, in its sole discretion, shall have  
11 the right, on and after the [REDACTED] calendar day after Provider has given Customer written notice  
of nonpayment, in addition to exercising any remedies available for such Default, to suspend Service  
to Customer (either completely or only with respect to any affected Service Order or Service Orders)  
until such time as Customer has paid all arrearage.

8.4. Prohibited Use. If Customer uses any Service in a manner that is a violation of law or  
that interferes with the operation of Provider's Network, and if Customer does not cease such  
objectionable use immediately after receipt of notice from Provider, Provider shall have the right to  
suspend its provision of the relevant Service to Customer until Customer provides assurances  
reasonably acceptable to Provider that such use is not or no longer shall be in violation of applicable  
law or will no longer interfere in the operation of the Provider Network.

ARTICLE IX - WARRANTIES; LIMITATION OF LIABILITY

9.1. Representations of the Parties. Provider hereby represents and warrants to Customer  
that Provider has been duly formed and is in good standing in the state of its organization, that  
Provider is qualified to do business in the States where the Services will be delivered, and that the  
execution of this Agreement by Provider has been duly authorized in compliance with Provider's  
organization documents and procedures. Customer hereby represents and warrants to Provider that  
Customer has been duly formed and is in good standing in the state or country of its organization,  
that Customer is qualified to do business in the States where the Services will be delivered, and that  
the execution of this Agreement by Customer has been duly authorized in compliance with  
Customer's organization documents and procedures.

9.2. Warranties of the Parties. Provider warrants that the Services furnished shall be  
performed in accordance with standards of care, skill and diligence consistent with (i) recognized  
and sound industry practices, procedures and techniques; (ii) all applicable laws and regulations; (iii)  
the specifications, documents and procedures applicable to the Services; and (iv) the degree of  
knowledge, skill and judgment customarily exercised by professional firms with respect to services  
of a similar nature. Provider shall ensure that all replacement cable and splices used for P&C  
functions shall meet the requirements and technical specifications of the terminal equipment. All  
fibers in a cable that has been repaired shall be tested for compliance and the results documented.  
Test reports, together with all testing records, will be provided to Customer. Provider shall be  
responsible for the cost of rework or repairs, if any, to be made to the P&C Fibers if such rework or  
repair is required due to Provider's non compliance with the warranties provided herein.

**PAGES OPC 005137 TO OPC 005140 ARE  
CONFIDENTIAL IN THEIR ENTIRETY**

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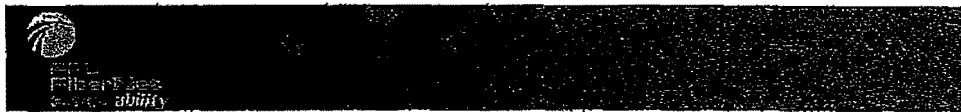
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EXHIBIT D

NOC Escalation List

Provider will maintain the NOC Escalation List up to the President level of the organization and will name replacements in a timely fashion.

**NETWORK OPERATION CENTER** 866-553-4237 (opt 1)  
8-845-7293 (Internal)  
8-552-2222 (Internal)  
Nextel Phone 305-796-7348  
Nextel Radio 158\*101\*483



**GENERAL INFORMATION**  
Call our Customer Support organization Monday through Friday from 8:00 A.M. to 6:00 P.M. EST.  
Select our Customer Care: 1-866-553-4237 (1-866-734-2637)  
Email Address: [helpdesk@strands.com](mailto:helpdesk@strands.com)  
Fax for service orders: 1-866-432-9160

To report trouble 24 hours a day, 7 days a week, please contact our NOC at 1-866-553-4237 (opt. 1), 766-548-7832 or 305-952-2222.

ACCOUNT TEAM							
CONTACT NAME	ESCALATION LEVEL	JOB TITLE	INTERNAL WORK TEAM OR ORGANIZATION	EMAIL ADDRESS	WORK PHONE	CELL PHONE	FAX
[Redacted]							

CUSTOMER CARE							
CONTACT NAME	ESCALATION LEVEL	JOB TITLE	INTERNAL WORK TEAM OR ORGANIZATION	EMAIL ADDRESS	WORK PHONE	CELL PHONE	FAX
[Redacted]							

PROVISIONING							
CONTACT NAME	ESCALATION LEVEL	JOB TITLE	INTERNAL WORK TEAM OR ORGANIZATION	EMAIL ADDRESS	WORK PHONE	CELL PHONE	FAX
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SERVICE ASSURANCE							
CONTACT NAME	ESCALATION LEVEL	JOB TITLE	INTERNAL WORK TEAM OR ORGANIZATION	EMAIL ADDRESS	WORK PHONE	CELL PHONE	FAX
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BILLING							
CONTACT NAME	ESCALATION LEVEL	JOB TITLE	INTERNAL WORK TEAM OR ORGANIZATION	EMAIL ADDRESS	WORK PHONE	CELL PHONE	FAX
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**EXHIBIT E**

**Severity Levels**

**Definition of Severity Levels:**

**General comments:**

All trouble tickets will be opened with Provider by placing a phone call to the Provider NOC [REDACTED]

For all tickets opened, once communication is initiated between Provider and the Customer, both parties will ensure that the trouble ticket is opened under the same severity level and both trouble tickets will match.

When a trouble ticket is opened and requires access to a site is not available until normal business hours, both Customer and Provider will agree to downgrade the ticket until access to the site is available. At the time access is available, the original ticket will be closed and new ticket will be opened with the appropriate severity level.

**Post Mortem Requests:**

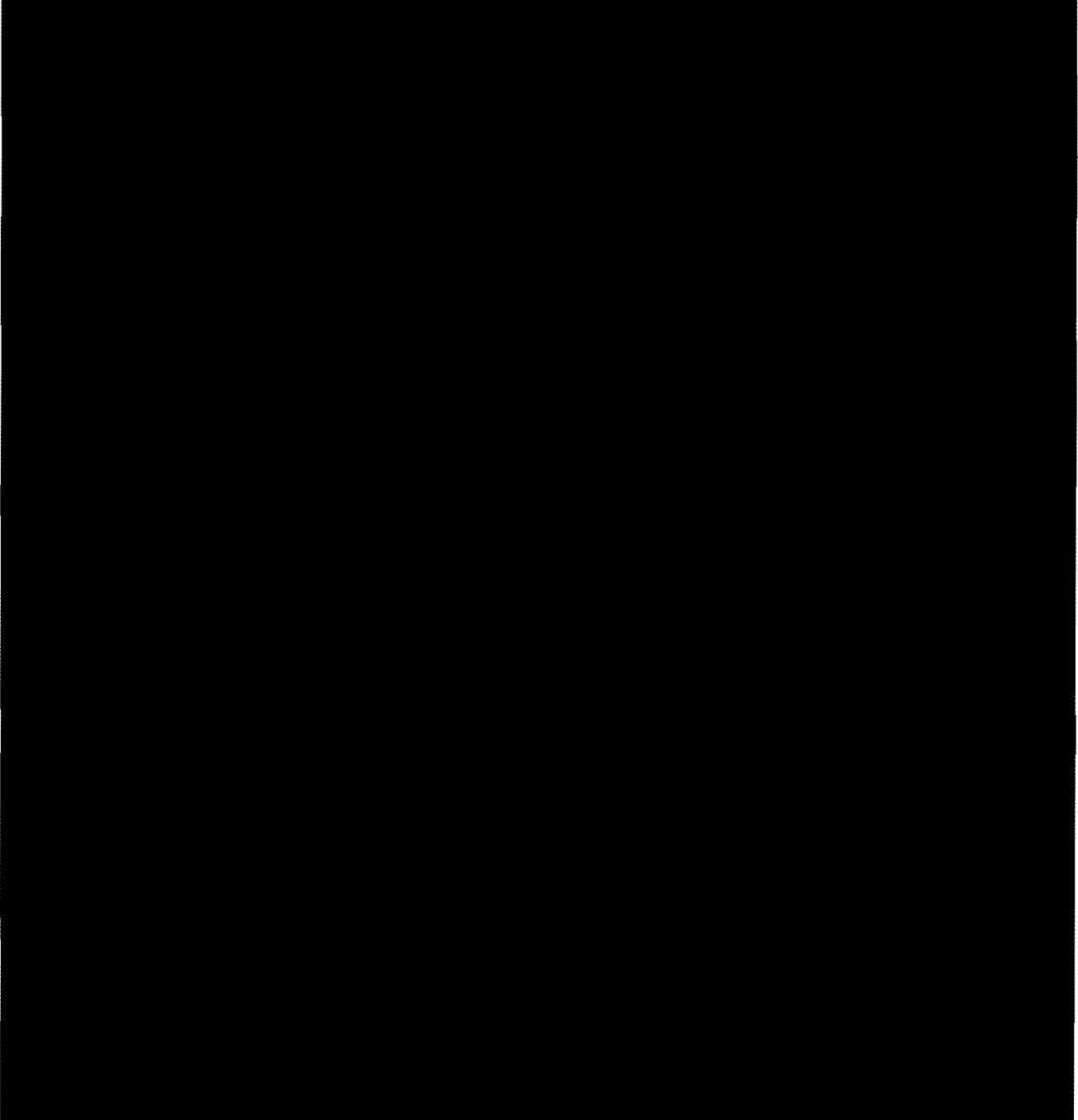
After the resolution of a circuit trouble, the Customer may request a post mortem, or any other type of summary of events from Provider. Within three business days, Provider will respond with an initial summary of events to the Customer. As a guideline, the Customer is requesting to have an automatic summary of events on each circuit trouble resolution that exceeds the allotted timeframe for resolution.

**Severity Level Category Table:**

Severity Level Category	Description	Response Definition	Response Compliance	Resolution Definition	Resolution Compliance
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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Severity Level Category	Description	Response Definition	Response Compliance	Resolution Definition	Resolution Compliance
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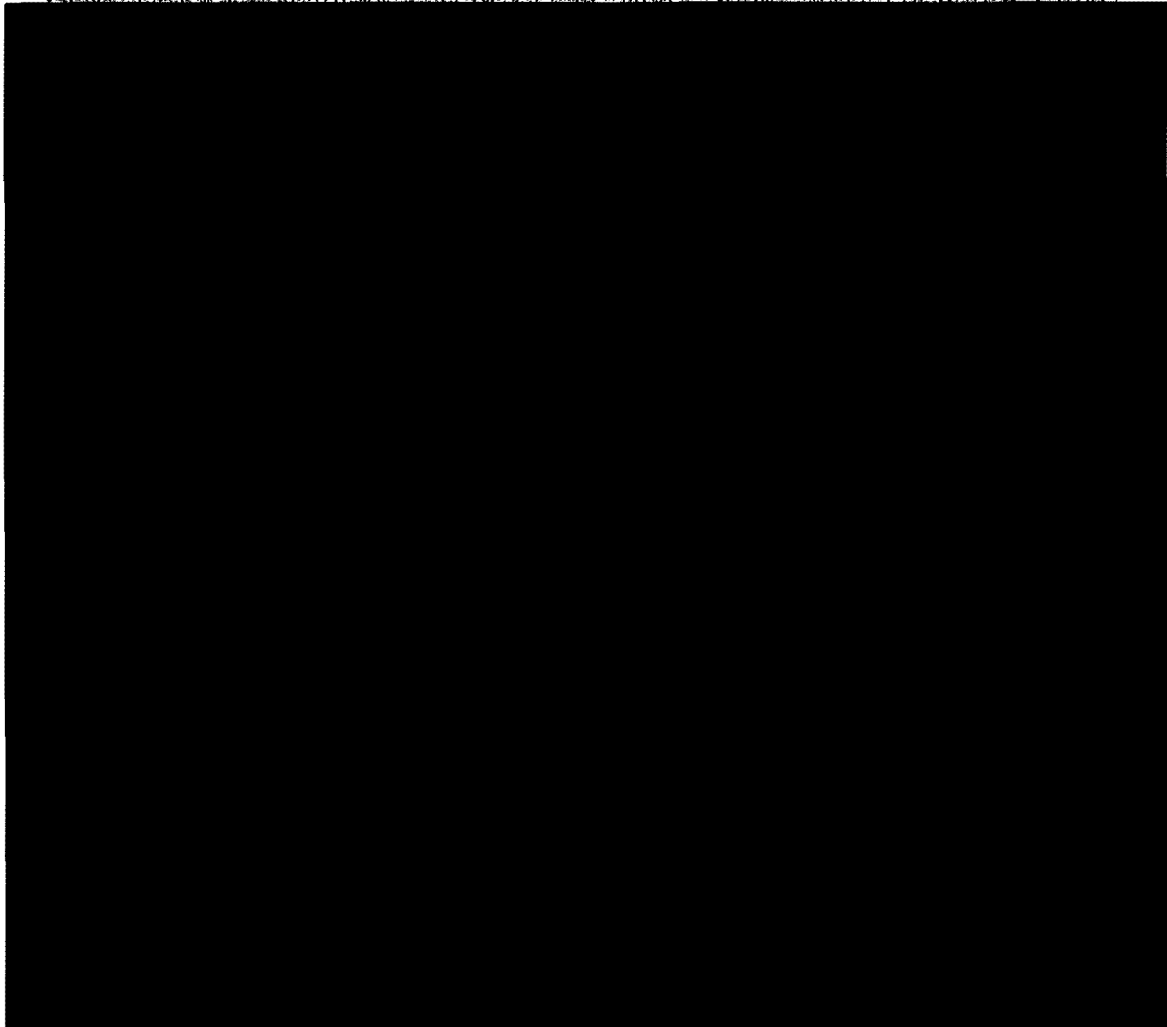
Severity Level Category Table – P&C Fibers:

Transmission Station Contact Information:

TPDC (Transmission Performance & Diagnostic Center) 561-694-4995  
System Operator 305-442-5744  
To report trouble 24 hours a day, seven days a week, please contact the numbers above.

Provider Scorecard Metric Definition Table:

Scorecard Metric	Calculation	Target	Measurement
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Scorecard Metric	Calculation	Target	Measurement
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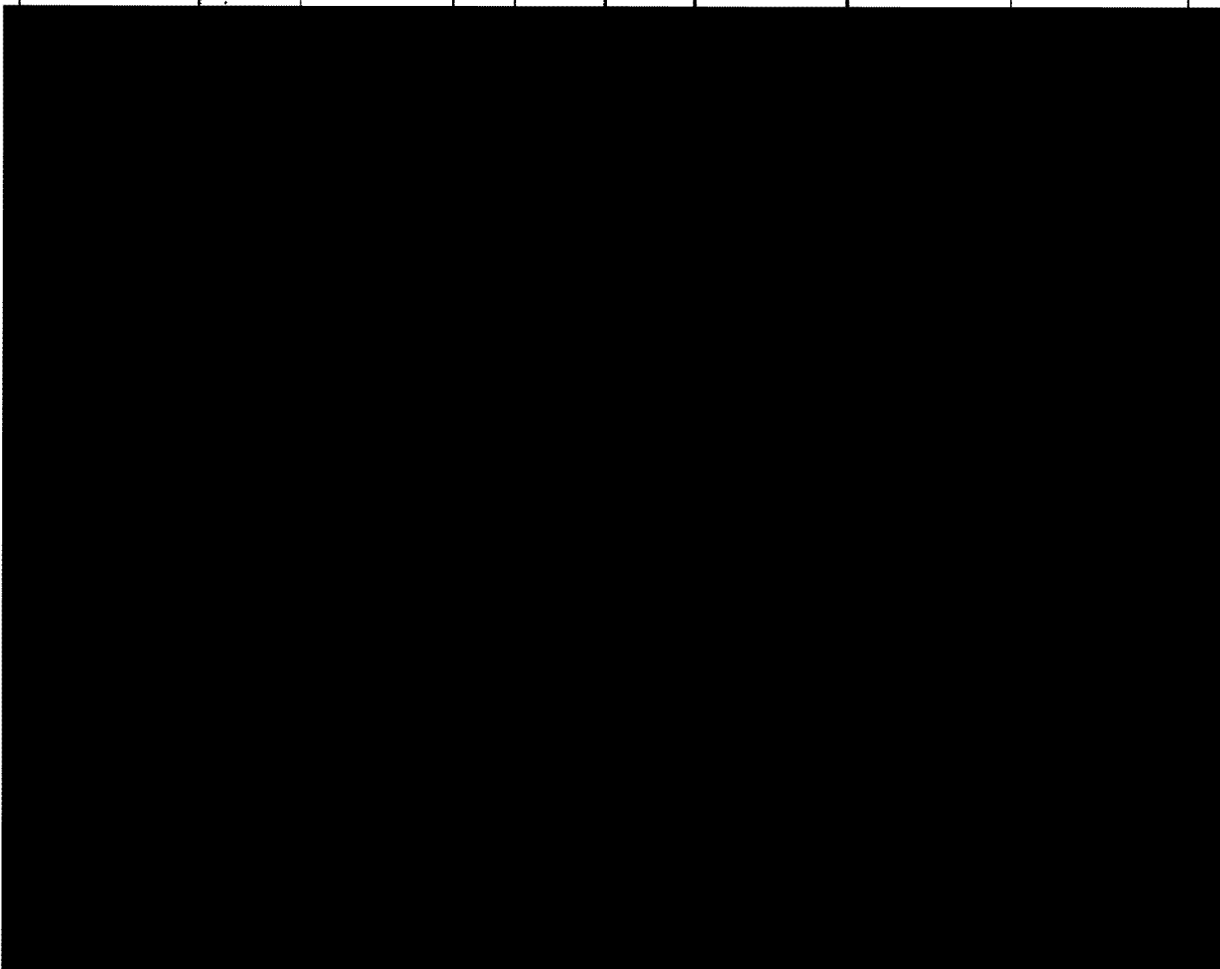
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EXHIBIT F

Provider Demarcation Database Table

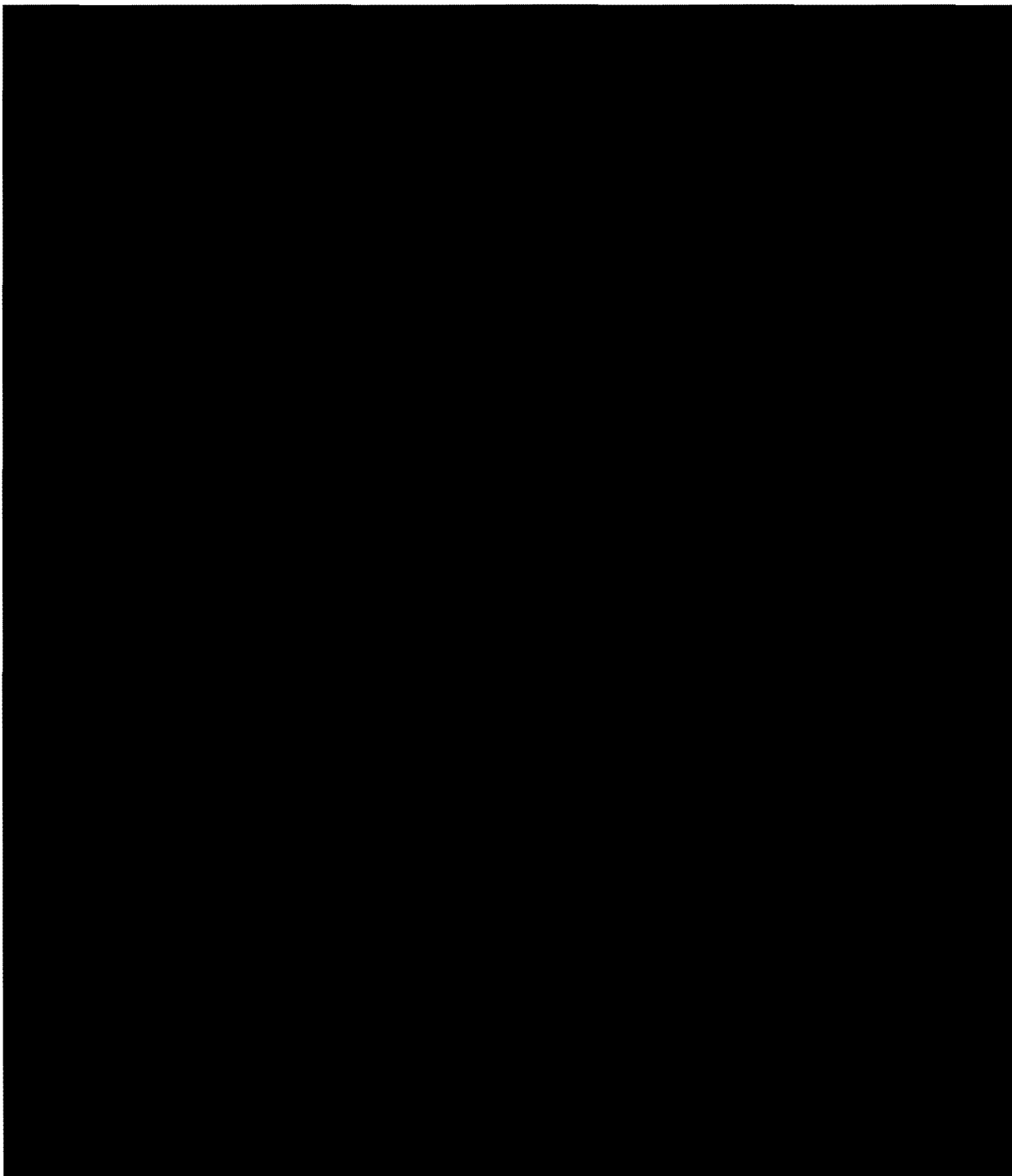
In the event that the Provider's point of demarcation is not co-located with the Customer's equipment point of demarcation, Provider will troubleshoot circuit troubles as close as practical to the Customer's equipment. Provider will not be responsible for repairing any facilities between Provider's point of demarcation and the Customer's equipment.

Location Name	Location Code	Building DMARC point	Floor	Suite	Room	Other Comments	Location Address	City/Zip
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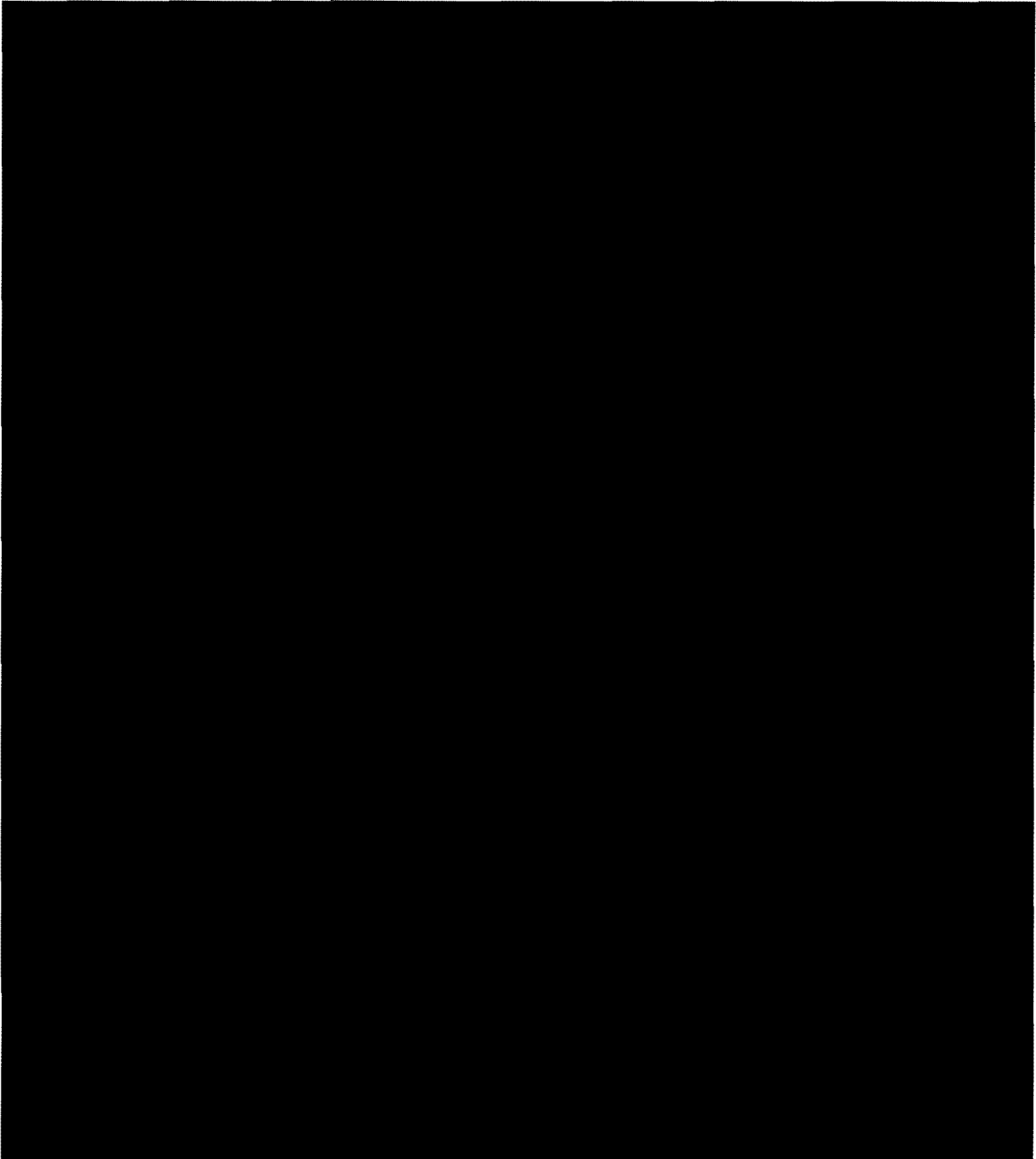
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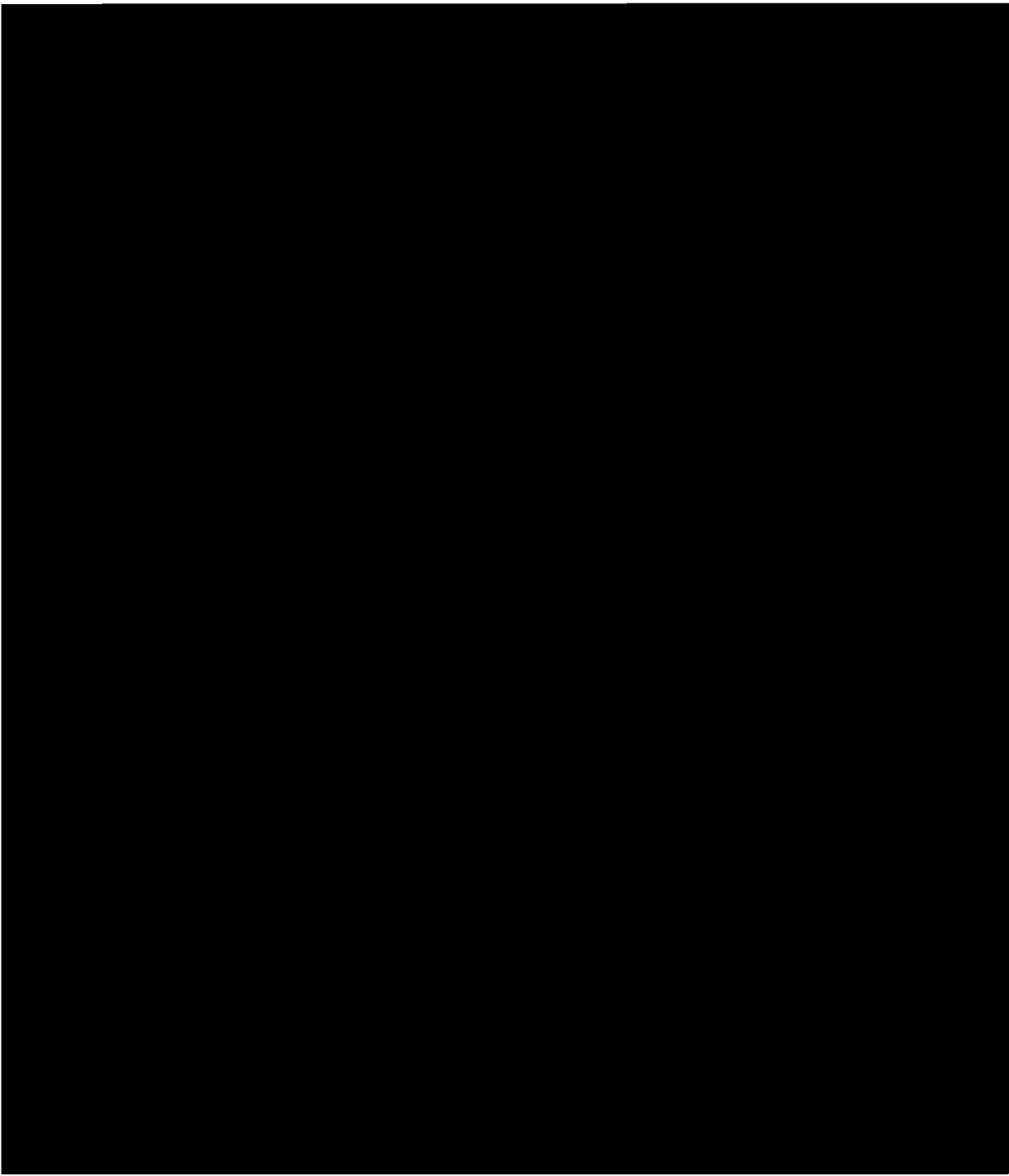
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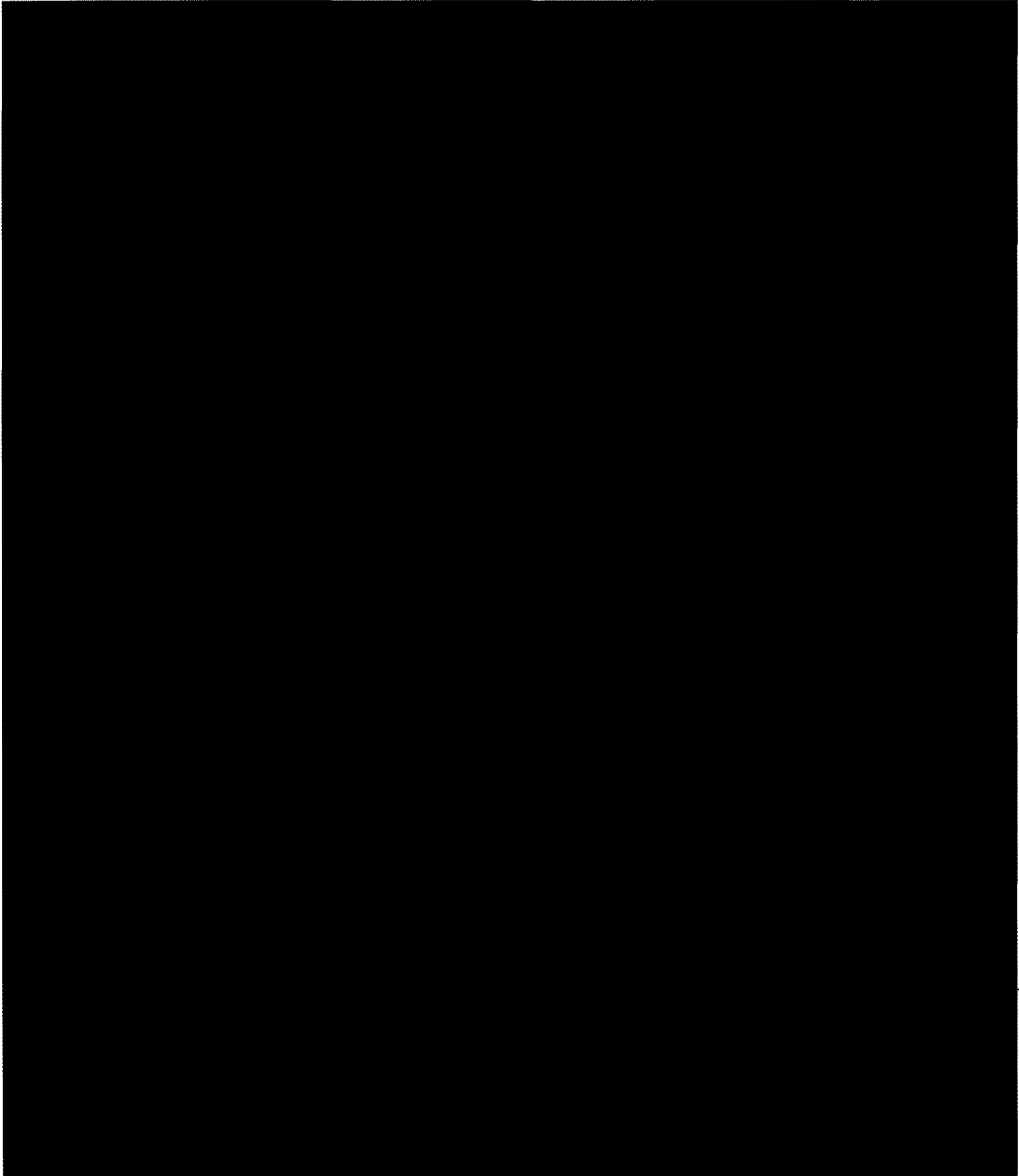
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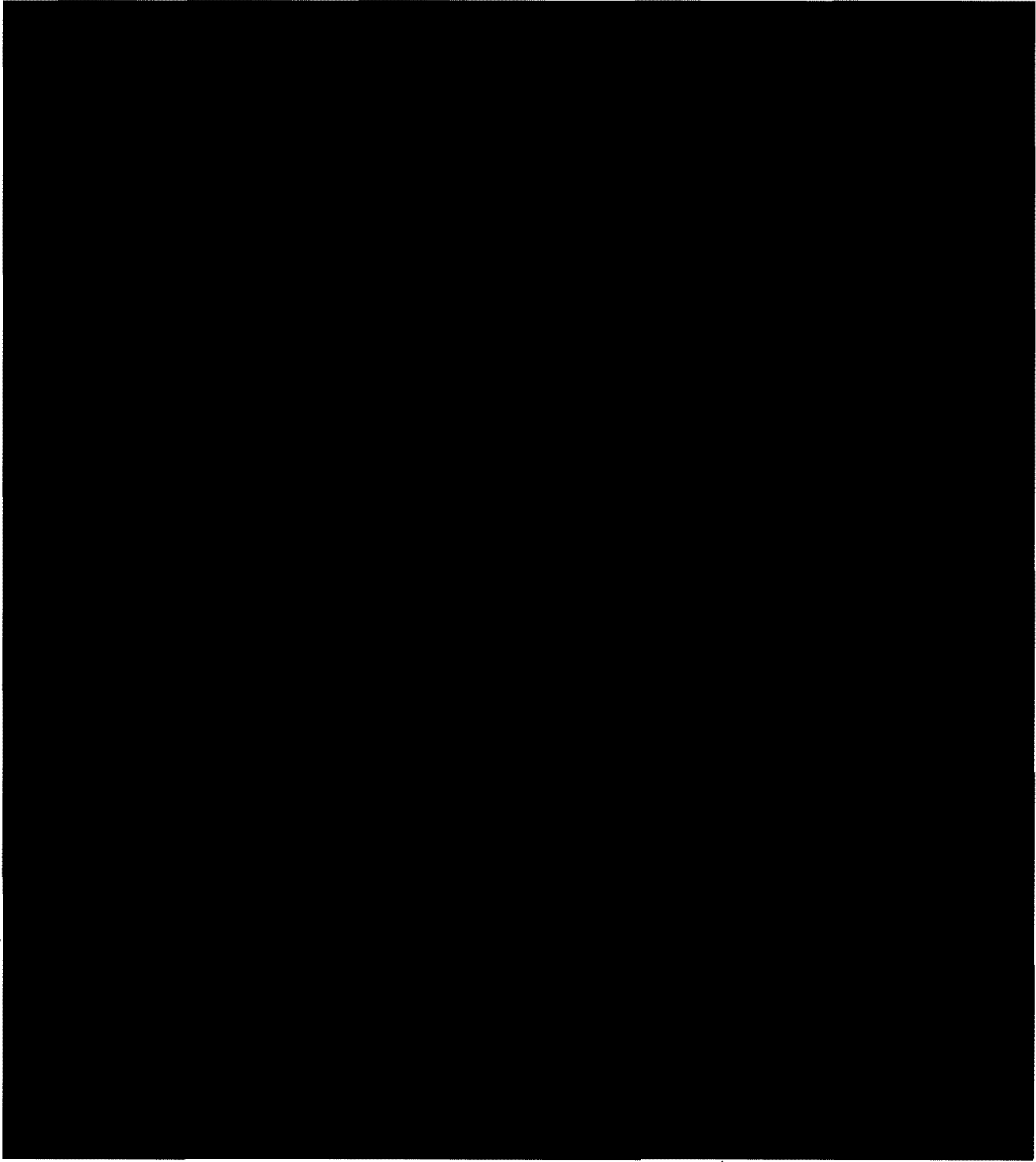
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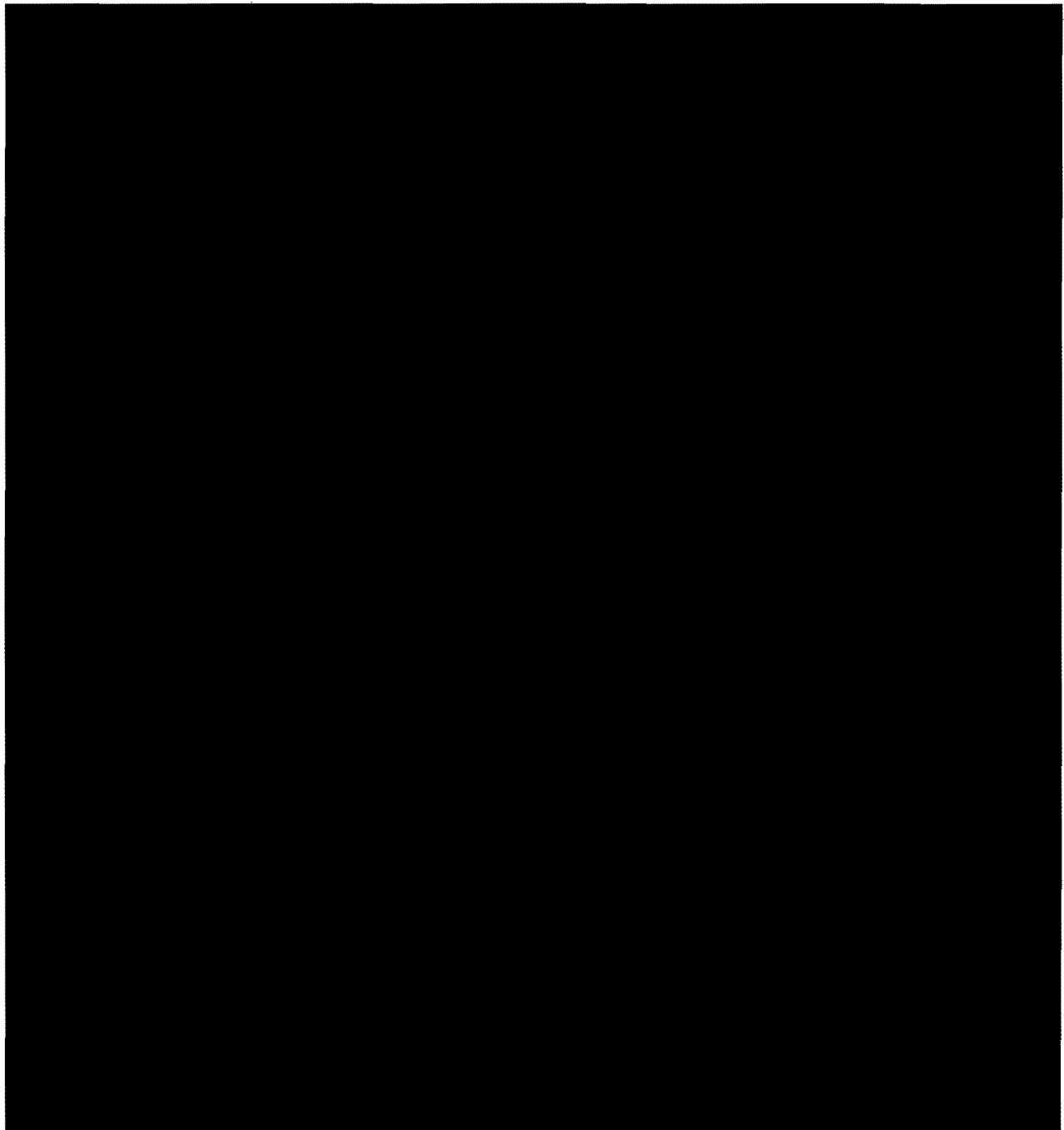
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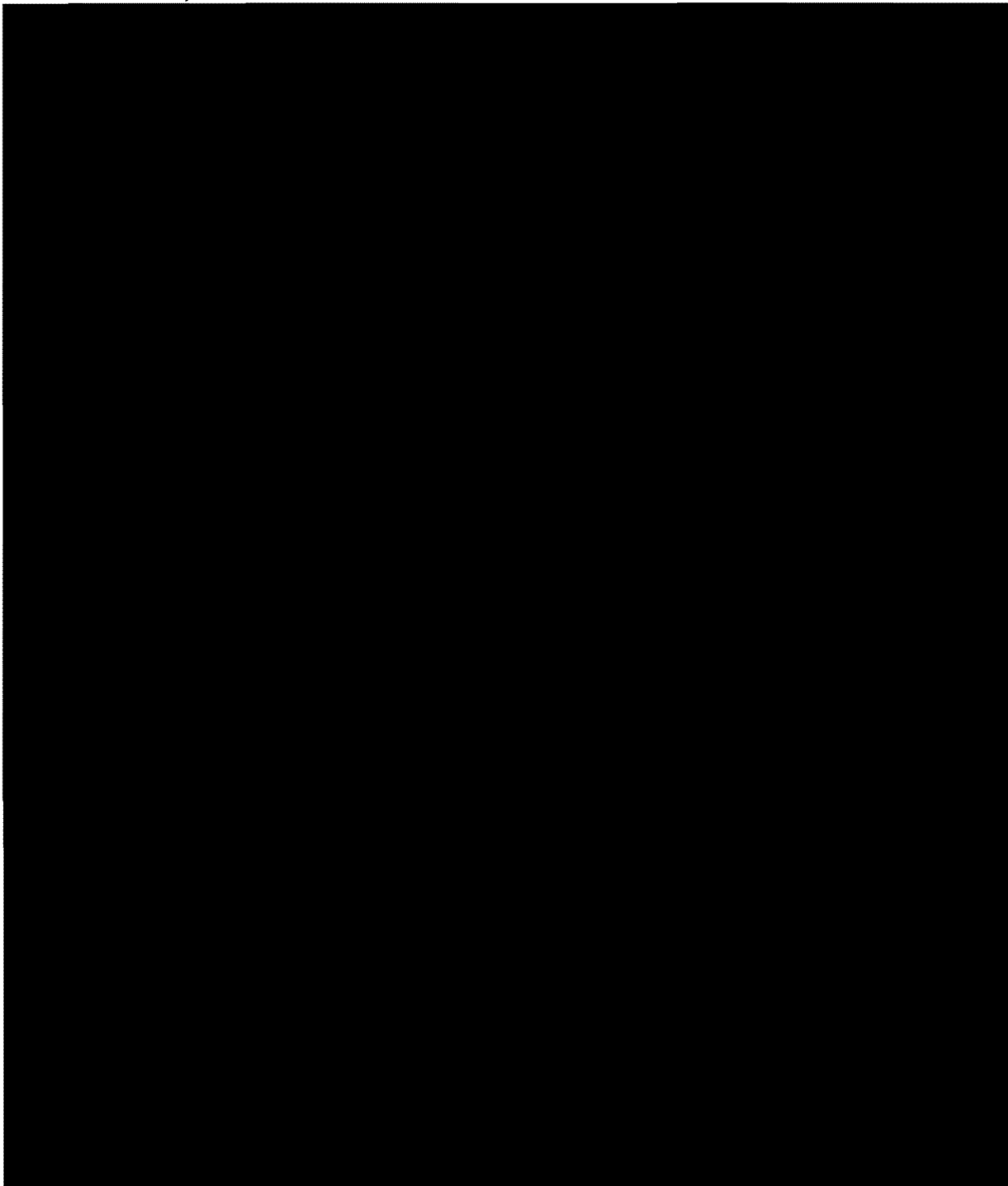
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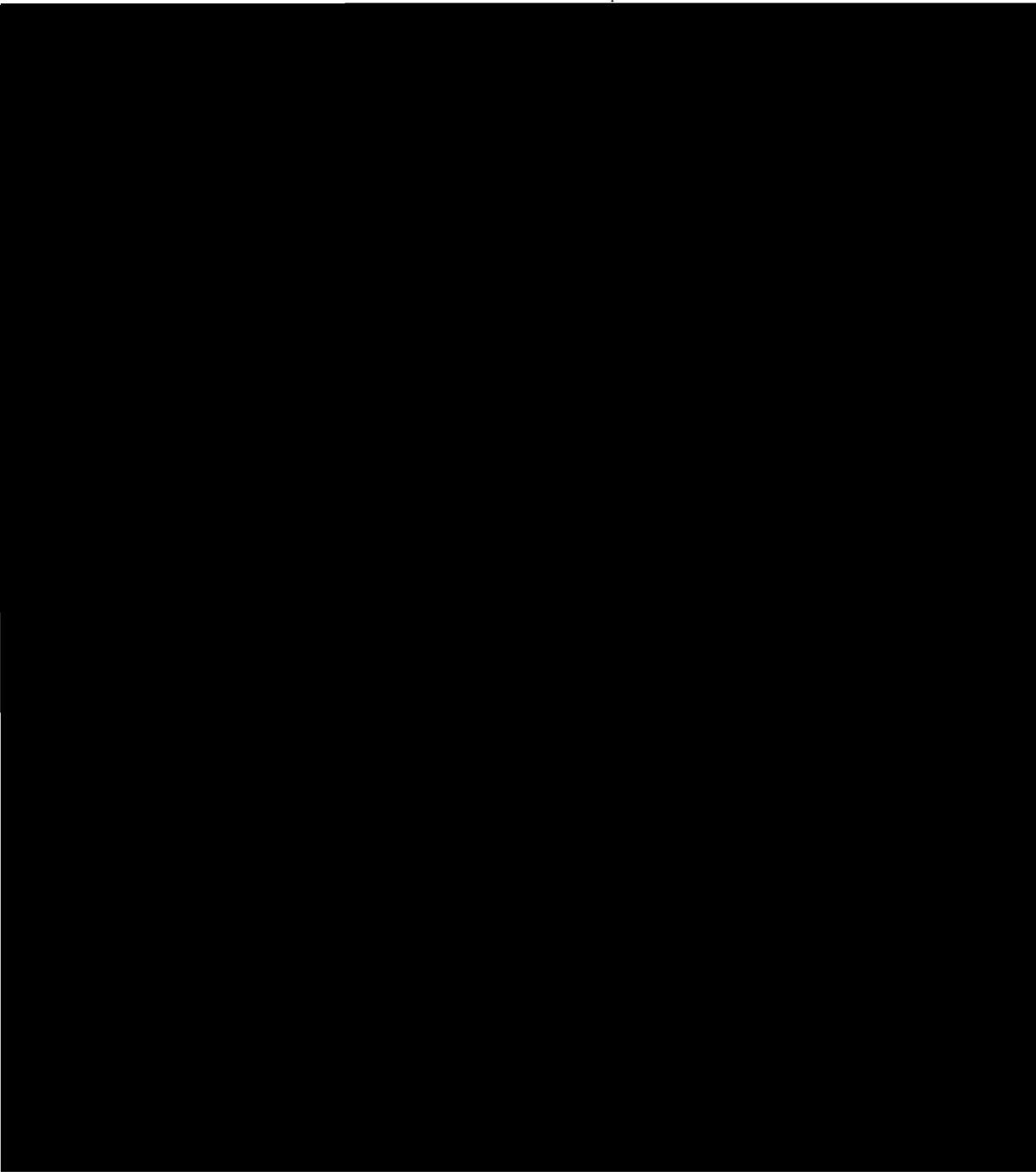
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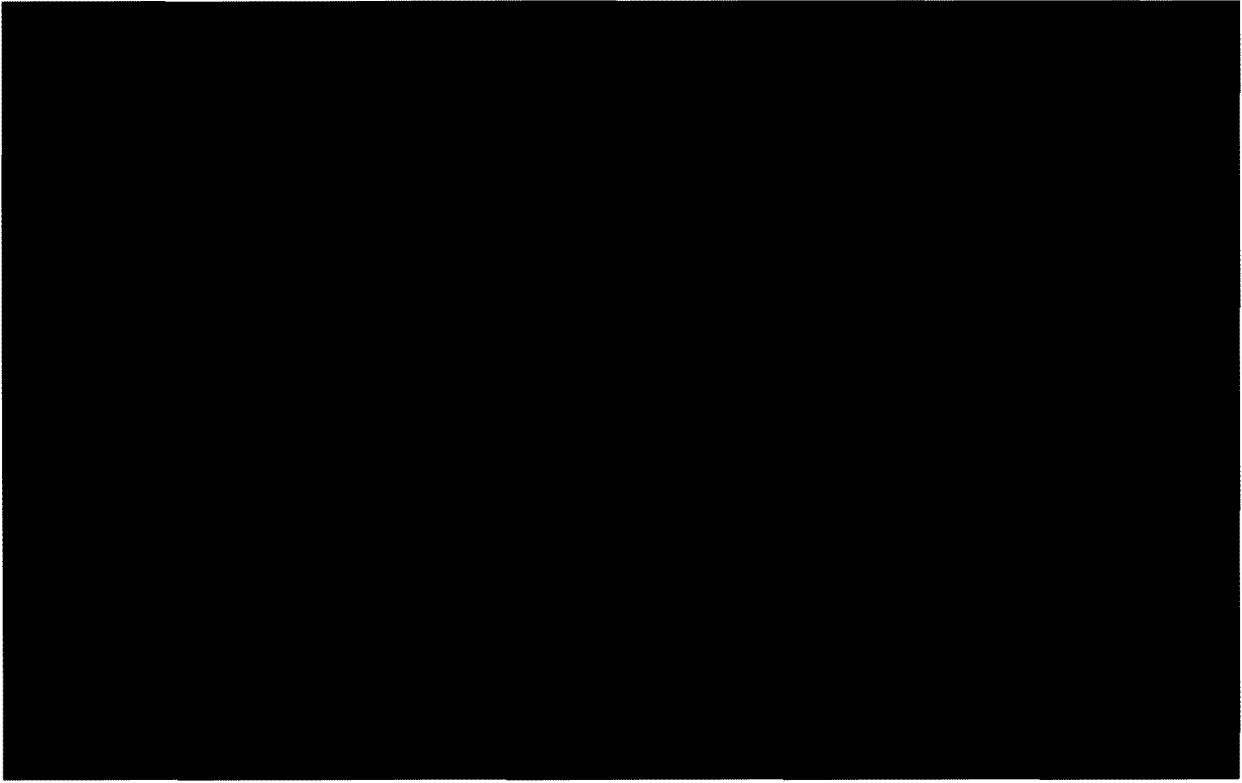
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EXHIBIT G  
Customer Vendor Scorecard

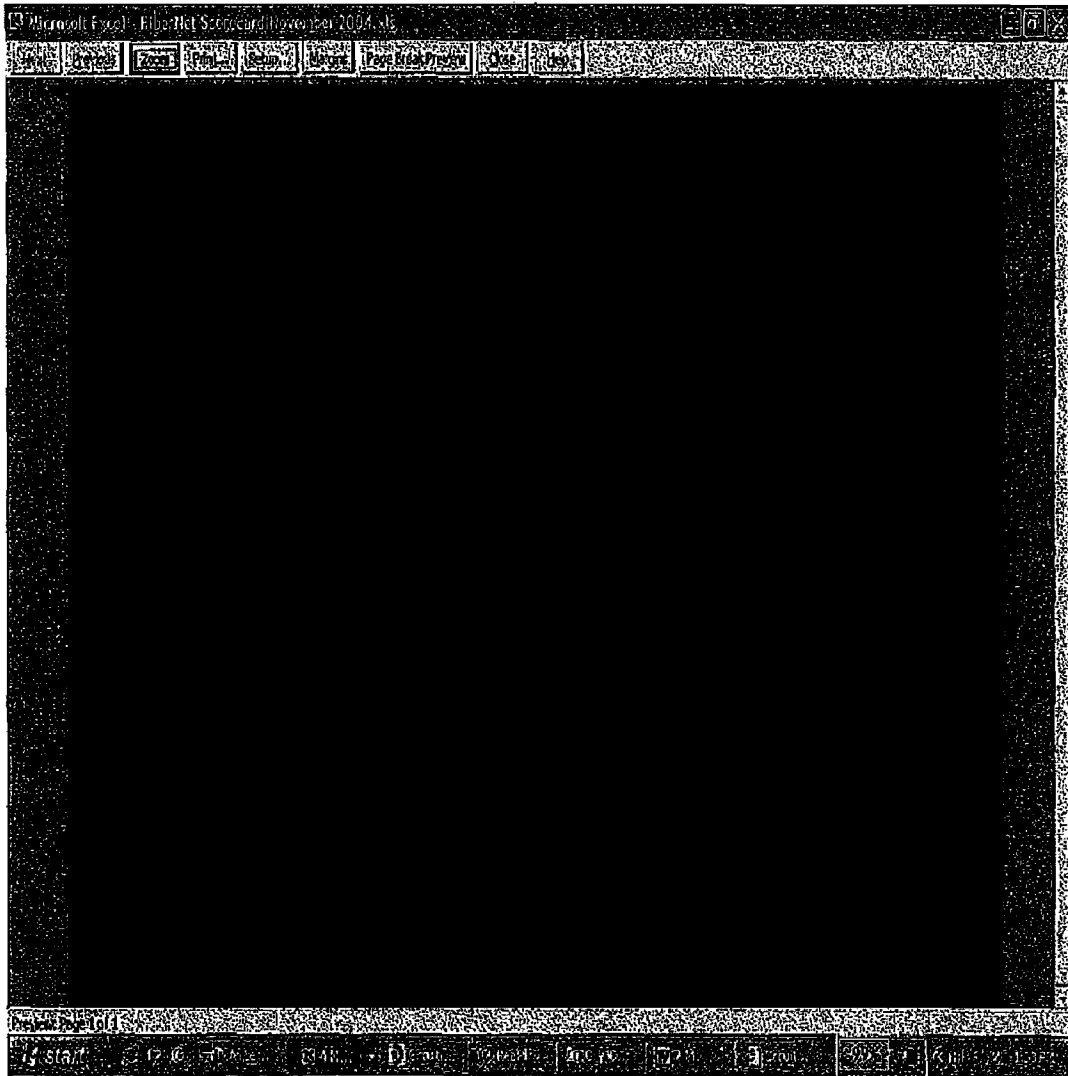
Customer Vendor Scorecard	Performance	Remarks
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EXHIBIT H  
Provider Scorecard

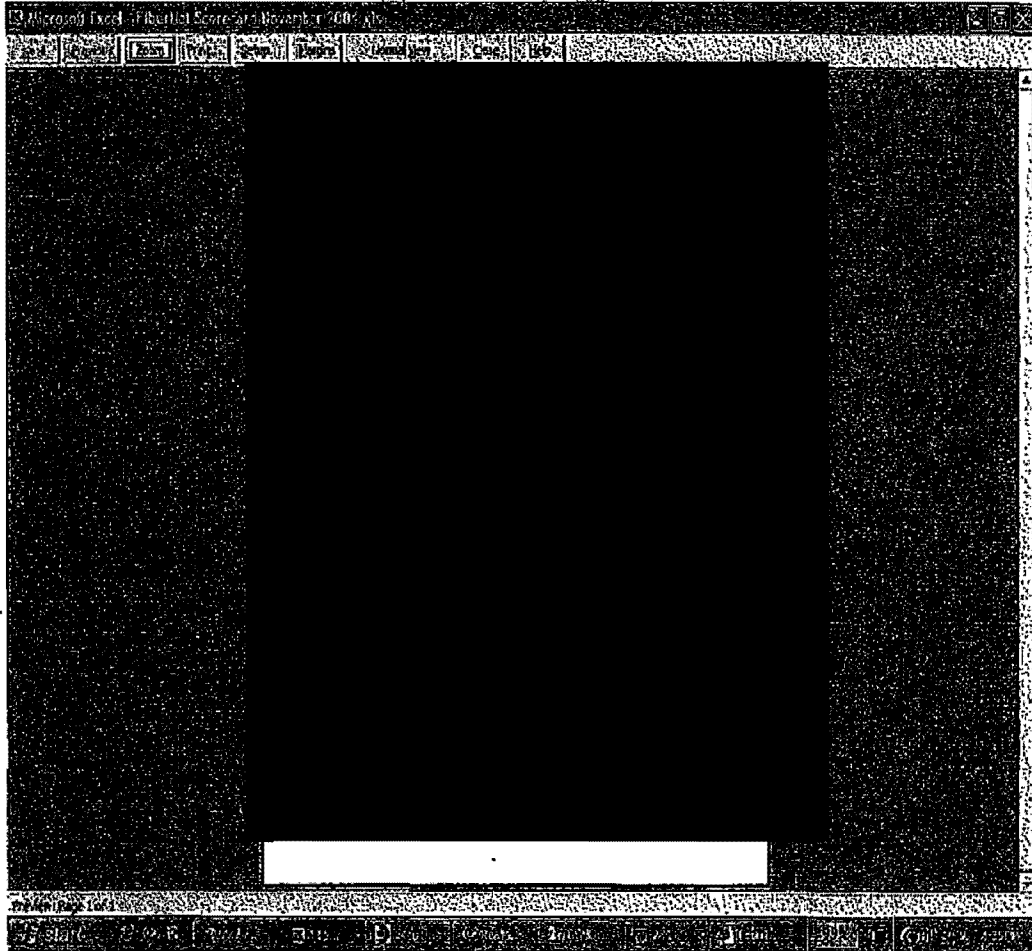
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Page 2 of the Provider Scorecard:

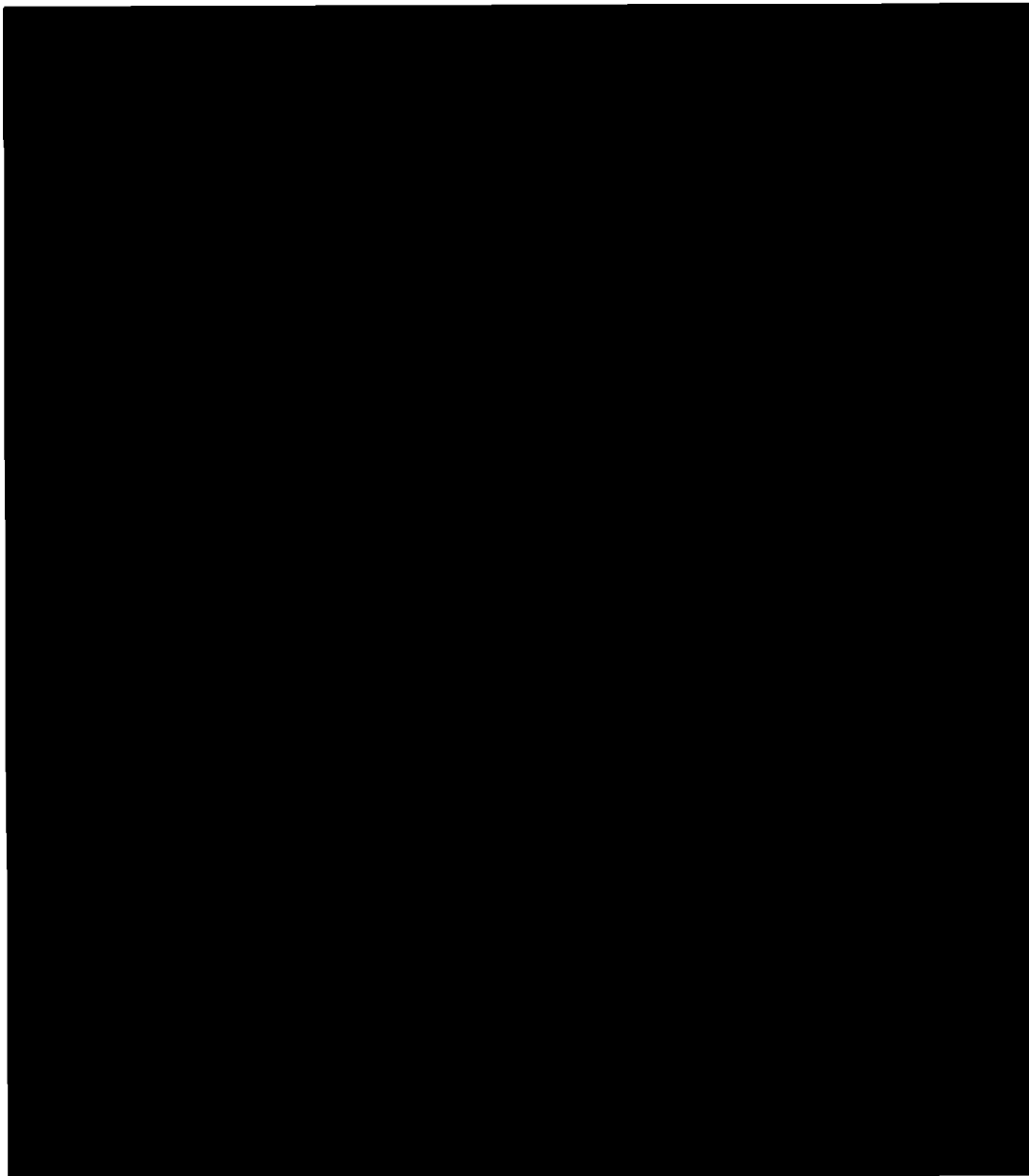


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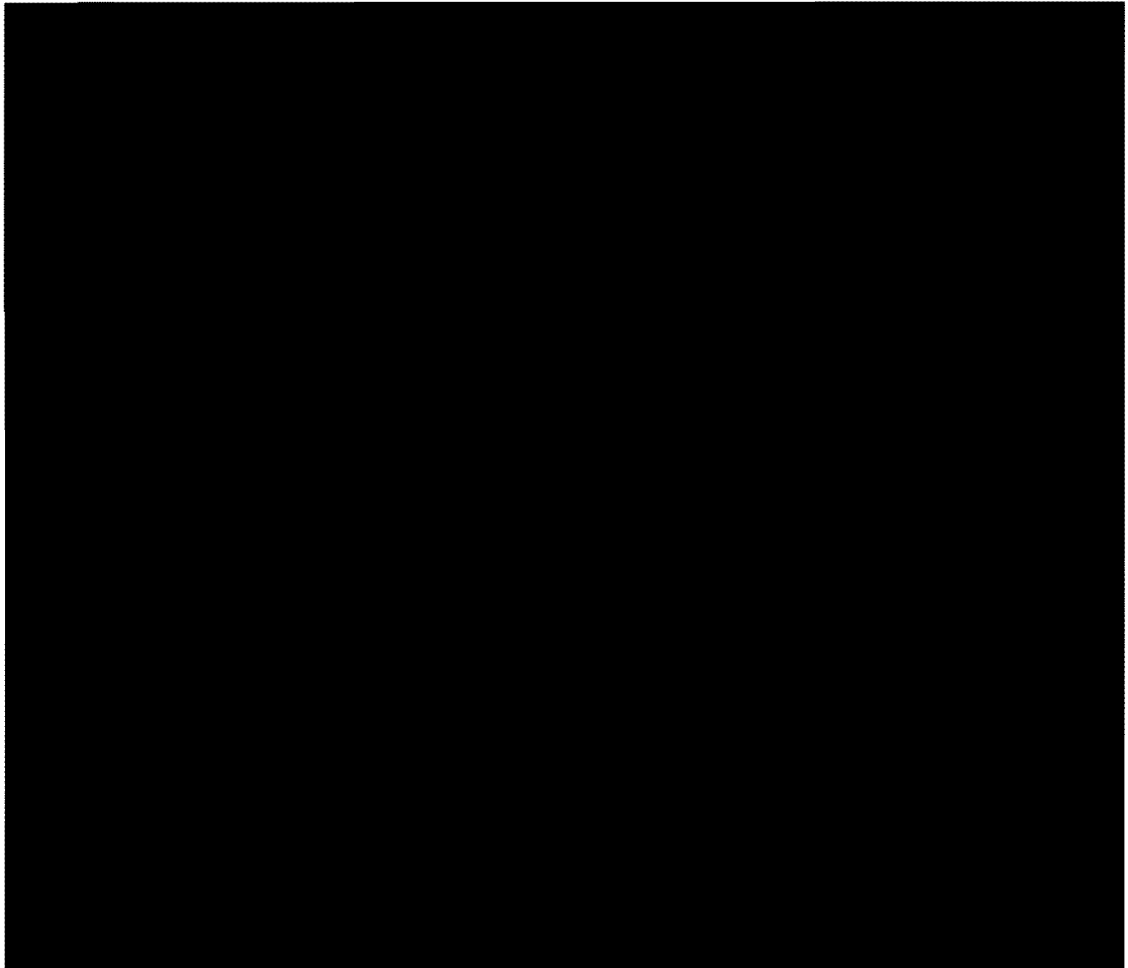
**EXHIBIT I**

**Pricing**



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**Phase III**

1	<b>Phase III</b>		
2	Named Insured. .	FPL Group, Inc., FP&L West County Energy Center, et al	
3	Policy Number . .	18-BAR-2007	Endorsement No. . .22
4	Effective Date. . .	06/01/2009	Additional Premium [REDACTED]

5 In consideration of the above premium it is agreed that the Declarations and the Premium  
6 Payment and Adjustment Pages are amended as follows.

DECLARATIONS

7 Term of Phase III:  
8 Insurance: Effective Date: 06/01/2009 (12:01 AM Standard Time)  
9 Expiration Date: 06/01/2011 (12:01 AM Standard Time)  
10 Operational Testing Period: Not to exceed 7 consecutive months

PREMIUM PAYMENT AND ADJUSTMENT

- 11
- 12 4. Estimated Total Project Value: Phase III \$ [REDACTED]
- 13 Phase III comprises 3 Mitsubishi M 501 G Gas Turbine Generators, each 250MW, 1-450MW  
14 Toshiba Steam Turbine Generator and 3-Nooter Erickson HRSG's and associated GSU  
15 Transformers.
- 16 5. Property Damage Deposit Premium for Phase III: [REDACTED]  
17 Palms participation of 2.5% being [REDACTED]
- 18 6. Property Damage Adjustment Rate [REDACTED]

19 All other terms and conditions remain unchanged.

20 Signed by an Authorized Representative of the Insurer in Grand Cayman.

21 Signed Ken O'Reilly  
22 Aon Insurance Managers (Cayman) Ltd  
23 As Managers of Palms Insurance Company, Limited

Date 16/Sept/2009

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**Phase I and II Amendment**

2

Named Insured. . FPL Group, Inc., FP&L West County Energy Center, et al

3

Policy Number . . 18-BAR-2007 Endorsement No. . .23

4

Effective Date. . . 07/27/2009 Additional Premium [REDACTED]

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In consideration of the above premium it is agreed that the Declarations Page is amended as follows.

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**Term of Insurance:** Phase I:  
Effective Date: 05/23/2007 (12:01 AM Standard Time)  
Expiration Date: 09/01/2009 (12:01 AM Standard Time)  
Operational Testing Period: Not to exceed 7 consecutive months

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Phase II:  
Effective Date: 05/23/2007 (12:01 AM Standard Time)  
Expiration Date: 12/31/2009 (12:01 AM Standard Time)  
Operational Testing Period: Not to exceed 7 consecutive months

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Phase III:  
Effective Date: 06/01/2009 (12:01 AM Standard Time)  
Expiration Date: 06/01/2011 (12:01 AM Standard Time)  
Operational Testing Period: Not to exceed 7 consecutive months

19

All other terms and conditions remain unchanged.

20

Signed by an Authorized Representative of the Insurer in Grand Cayman.

21  
22  
23

Signed Ken O'Malley  
Aon Insurance Managers (Cayman) Ltd  
As Managers of Palms Insurance Company, Limited

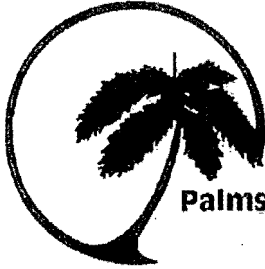
Date 16<sup>th</sup> / 07 / 2009

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Palms Insurance Company, Limited

**Installation and Builders Risk Insurance  
Policy No. 33-BAR-2011**

1  
2

3 **INSURER:** Palms Insurance Company, Ltd.

4 In consideration of the payment of the premium and subject to the terms and conditions of this Policy, the  
5 Insurer agrees to provide the insurance as stated in this Policy.

6

**DECLARATIONS**

- 7 **1. NAMED INSURED:** NextEra Energy, Inc. and Florida Power & Light  
8 Company and as specified in the Followed Policy.
- 9 **2. ADDRESS:** 700 Universe Blvd., Juno Beach, Florida 33408
- 10 **3. INSURER:** Palms Insurance Company, Ltd.
- 10 **4. PERIOD:** From: April 1, 2011  
11 To: May 30, 2013  
12 (both dates at 12:01 a.m. Local Time at the project location as  
13 specified in the Followed Policy)
- 14 **5. COVERAGE:** Installation and Builders Risk Insurance
- 15 **6. PROJECT:** Cape Canaveral Energy Center (CCEC), Brevard County,  
16 Florida as specified in the Followed Policy
- 17 **7. SUM INSURED/  
18 LIMIT OF LIABILITY:** USD 250,000,000 any one occurrence subject to various  
19 term aggregates and sublimits, and excess of various deductibles/retentions as provided in the Followed Policy.
- 20 **8. POLICY PREMIUM:** USD [REDACTED] (Palms USD [REDACTED])
- 21 **9. PALMS' PARTICIPATION:** 5% of limits and premium hereon.

*Handwritten signature/initials*

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**10. POLICY TERMS, CONDITIONS, INSURING AGREEMENTS, DEFINITIONS, EXCLUSIONS, DECLARATIONS AND ENDORSEMENTS:**

It is agreed that this Policy is warranted to follow the exact terms, conditions, insuring agreements, definitions, exclusions, declarations, endorsements and other provisions of the Followed Policy except as otherwise provided herein.

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<u>Followed Policy #</u>	<u>Period</u>	<u>Policy Type</u>	<u>Insurance Company</u>
L0118B1A11/	April 1, 2011 –	Installation and Builders	
11CCECBAR	May 30, 2013	Risk Insurance	

10 It is hereby noted and agreed that cover is independently procured on a non-admitted basis by the Insured.

11 Signed by an Authorized Representative of the Insurer in Grand Cayman

12 Signed: *Kieran O'Malley*  
13 Aon Insurance Managers (Cayman) Ltd.  
14 As Managers of Palms Insurance Company Ltd.

Date: 14/7/2011



1

**INSTALLATION AND BUILDERS RISK FOLLOW FORM POLICY**

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In consideration of the payment of premium and in reliance upon the statements in the Declarations, and subject to the limits, terms, conditions and exclusions of this Policy, it is hereby agreed as follows:

4

**SECTION I - INSURING AGREEMENT**

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It is agreed that this Policy is warranted to follow the exact terms, conditions, insuring agreements, definitions, exclusions, declarations, endorsements and other provisions of the Followed Policy except as otherwise provided in this Policy.

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The Company will pay the Participation Share of the Sum Insured/Limit of Liability or Sublimits as stated in the Declarations.

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**SECTION II - EXCLUSIONS**

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Any exclusions attached to this Policy by endorsement and the exclusions applicable to the Followed Policy shall also apply to this Policy.

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**SECTION III - CONDITIONS**

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**A. Assignment**

This Policy shall be void if assigned or transferred without the prior written consent of the Insurer.

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**B. Cancellation**

This Policy may be canceled by the Insured by mailing to the Insurer written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. This Policy may not be cancelled by the Insurer, except for non-payment of premium.

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**C. Duties In The Event Of Loss and Notice of Loss**

When insured loss or damage occurs, written notice shall be given by the Risk Management Department of the Insured to the Insurer as soon as practicable. The Insurer shall have reasonable time and opportunity to examine the property and the premises of the Insured before repairs are undertaken or physical evidence of the loss or damage is removed, except for protection or salvage. Proof of loss shall be made by the Insured in such form as the Insurer may require.

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**D. Permission to Issue 'Verification of Insurance'**

General Condition 23. Permission to Issue 'Verification of Insurance' of the Followed Policy is hereby deleted.

30

**SECTION IV - ENDORSEMENTS**

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Endorsement No. [REDACTED] attached to and forming part of the Followed Policy is not applicable to this Policy.

*Kim*



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DECLARATIONS

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Insured: FPL Group, Inc. (See Endorsement B)

3

Mailing Address: 700 Universe Blvd.  
Juno Beach, FL 33408

4

5

Insurer: Palms Insurance Company, Limited

6

Participation: 30% of limits and premium hereon.

7

Project Site: As per each individual declaration added by endorsement

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Project Description: As per each individual declaration added by endorsement including Technology type and Project Megawatt output.

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Term of Insurance: Projects attaching during the period January 31, 2009 12:01 AM through January 31, 2010 12:01 AM.

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***Periods of Insurance for Photovoltaic (PV) Projects:  
Each Project to be limited up to a maximum of 18 months including 30 consecutive days of operational testing per unit. Additional Project duration extensions per policy conditions.***

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***Periods of Insurance for Solar Thermal Parabolic Trough (STPT) Projects:  
Each Project to be limited up to a maximum of 24 months including 60 consecutive days of operational testing per unit; or 75 consecutive days of operational testing. Additional Project duration extensions per policy conditions.***

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Operational Testing Period: 30 Consecutive Days per unit for PV Projects;  
60 Consecutive Days per unit for STPT Projects

24

Policy Number: 32-SBAR-2009

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Base Project Rates: PV Projects:  
Property Damage (PD): [redacted] against Estimated Total Project Value  
Delay in Start-Up (DSU) [redacted] against Estimated Total DSU Value

28  
29  
30

STPT Projects:  
PD: [redacted] against Estimated Total Project Value  
DSU [redacted] against Estimated Total DSU Value

31  
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33

Maximum Limit of Insurance: Option I - [redacted] Physical Damage Only  
Option II - [redacted] Physical Damage  
[redacted] SU

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1 All Limits, Sublimits and deductibles apply to each Project separately.

2 Sublimits of Liability: The Sublimits shown below are 100% values. The Insurer's liability shall  
3 not exceed 30% of the Sublimits listed below.

- 4 Off - Site Storage
- 5 Transit
- 6 Expediting Expense
- 7 Extra Expense
- 8 Debris Removal
- 9 Professional Fees
- 10 Plans and Documents
- 11 Valuable Papers and Records
- 12 EDP Media
- 13 Sue and Labor
- 14 Fire Brigade Charges and Expenses
- 15 Demolition/Increased Cost of Construction
- 16 Errors and Omissions
- 17 \*Hazardous Substances
- 18 \*Earth Movement except
- 19 \*Earth Movement -California and Alaska
- 20 \*Earth Movement - Hawaii, Puget Sound
- 21 Area of the State of Washington and New
- 22 Madrid Zones listed in Endorsement #A
- 23 \*Flood except
- 24 \*Flood Zone "A"
- 25 \*Wind - Named Windstorm for Projects
- 26 located in the State of Hawaii per occurrence
- 27 \*Wind - Named Windstorm for Projects
- 28 located in the State of Florida per occurrence
- 29 Transmission lines beyond Project substation per occurrence

30 \* Term Aggregates apply to each Project Separately.

31 Deductibles: All deductibles apply to each Project separately.

32 Property Damage

- 33 PV Projects:
- 34 PD per occurrence except
- 35 PD Operational Testing Period per occurrence
- 36 STPT Projects:
- 37 PD per occurrence except
- 38 PD Operational Testing Period per occurrence

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- 1 PV and STPT Projects (CAT Perils):
- 2 Tornado [REDACTED] per occurrence
- 3 Flood Zone "A" [REDACTED] per occurrence
- 4 Earth Movement: Projects located in the States of California
- 5 and Alaska - [REDACTED] of the Total Project
- 6 Value at risk at the time of loss
- 7 (VARTOL), subject to a minimum
- 8 [REDACTED] PD.
- 9 Projects located in the State of Hawaii
- 10 and New Madrid Zones listed in Endorsement
- 11 #A - [REDACTED] VARTOL, subject to a minimum
- 12 of [REDACTED] PD.
- 13 Named Windstorm: Projects located in the States of Florida and
- 14 Hawaii [REDACTED] VARTOL, subject to [REDACTED]
- 15 minimum PD; Projects located within 25 miles
- 16 of the coastline in the states of TX, LA, MS,
- 17 AL, GA, SC, NC, MD, DE, NJ, [REDACTED]
- 18 VARTOL, subject to [REDACTED] minimum PD.
- 19 DSU
- 20 PV Projects: [REDACTED] days per occurrence
- 21 STPT Projects: [REDACTED] days per occurrence except [REDACTED] days per
- 22 Occurrence during Operational Testing Period
- 23 PV and STPT Projects (CAT Perils): [REDACTED] days per occurrence for Earth Movement
- 24 and Named Windstorm
- 25 Coinsurance: [REDACTED] - PD
- 26 [REDACTED] - DSU

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1 e) Fire Brigade Charges and Expenses

2 This Policy is extended to cover reasonable expenses charged by fire or police  
3 Departments as a result of a loss as insured hereunder, subject to the sublimit of  
4 liability stated in the Declarations.

5 f) Hazardous Substances

6 If, as a result of an Occurrence insured hereunder, any property on the premises  
7 described herein is damaged, contaminated or polluted by a substance declared by an  
8 authorized governmental agency to be hazardous to health, the Insurer shall be liable  
9 under this Policy and any of its endorsements, for the additional expenses incurred for  
10 the cleanup, repair or replacement, or disposal of that damaged, contaminated or  
11 polluted property. As used here, additional expenses shall mean expenses incurred  
12 beyond those for which the Insurer would have been liable if no substance, so  
13 declared as hazardous to health, had been involved in the Occurrence.

14 Payment made hereunder shall be subject to the Sublimit of Liability specified in the  
15 Declarations.

16 2. PERILS INSURED

17 This Policy insures against "All Risk" of direct physical loss or damage to the Property  
18 Insured from any cause, subject to the terms and conditions of this Policy.

19 3. TERRITORIAL LIMITS

20 This Policy covers Property Insured within the fifty (50) states of the United States of  
21 America, the District of Columbia and Canada.

22 4. DEBRIS REMOVAL

23 This Policy shall also pay for the cost of removal of debris of Property Insured destroyed or  
24 damaged by a Peril Insured. The Insurer's liability for such payment shall be the amount  
25 actually expended by the Insured for the removal of debris of Property Insured destroyed  
26 not to exceed [REDACTED] Payment made hereunder shall be a part of and not in addition  
27 to the applicable Limit or Sublimit of Liability.

28 5. EXPEDITING EXPENSE

29 This Policy shall also pay for the reasonable extra cost of expediting the repair or  
30 replacement of Property Insured damaged by a Peril Insured, including overtime and the  
31 extra cost of express or other rapid means of transportation. The Insurer's liability for such  
32 payment shall be the lesser of (1) the amount actually expended by the Insured for the  
33 reasonable extra cost of expediting the repair or replacement, (2) [REDACTED] of the Insurer's  
34 liability for the loss or damage to Property Insured which necessitated the expediting  
35 expense, or (3) [REDACTED] Payment made hereunder shall be a part of and not in  
36 addition to the applicable Limit or Sublimit of Liability.

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1 7. EXTENSION OF PROJECT TERM

2 If a declared Project is not completed before the maximum designated period stated in the  
3 Declarations, the Project can be automatically extended for an additional three (3) months  
4 upon written notification to the Insurer to extend the Project prior to the original expiration  
5 date. The extension premium for this additional coverage period will be at monthly prorata  
6 Project Rates, except [REDACTED] monthly prorata Project Rates during windstorm season (June  
7 1<sup>st</sup> to November 30<sup>th</sup>) for Projects situated in Florida. The Insurer may consider additional  
8 further extensions of the term of insurance (beyond the three (3) month extension period  
9 contained herein) at such rates, terms, and conditions to which the parties agree.

10 8. INSPECTION

11 The Insurer shall be permitted but not obligated to inspect, at all reasonable times, the  
12 property of the Insured. Neither the Insurer's right to make inspections nor the making  
13 thereof nor any report thereon shall constitute an undertaking, on behalf of or for the  
14 benefit of the named Insured or others, to determine or warrant that such property is safe or  
15 healthful.

16 9. LOSS PAYABLE

17 Loss, if any, shall be adjusted with and payable to the person or entity shown on the  
18 Declarations.

19 10. NOTIFICATION OF LOSS OR DAMAGE

20 When insured loss or damage occurs, written notice shall be given by or on behalf of the  
21 Insured to the Insurer or any of its authorized agents as soon as practicable. The Insurer  
22 shall have reasonable time and opportunity to examine the property and the premises of the  
23 Insured before repairs are undertaken or physical evidence of the loss or damage is  
24 removed, except for protection or salvage. Proof of loss shall be made by the Insured in  
25 such form as the Insurer may require.

26 11. OTHER INSURANCE

27 This Policy does not cover any loss or damage which at the time of the happening of such  
28 loss or damage is insured by, or would, but for the existence of this Policy, be insured by  
29 any other insurance Policy or policies either primary or excess. As used herein, the words  
30 "any other insurance Policy or policies" shall include any deductible or self-insured  
31 retention provisions.

32 12. PROOF OF LOSS

33 The Insured shall render a signed proof of loss statement within sixty (60) days after the  
34 Occurrence of a loss (unless such period be extended by the written agreement of Insurer)  
35 stating the time, place, and cause of loss; the interest of the Insured and of all others in the  
36 property; the value thereof before and after the Occurrence; and the amount of loss or  
37 damage thereto.

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**LOW LOSS PREMIUM ADJUSTMENT**

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Named Insured. . . **FPL Group, Inc.**

3

Policy Number . . . 32-SBAR-2009

Endorsement No. . . L

4

Effective Date. . . 01/31/2009

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5

It is agreed that the following is hereby added to the General Conditions section of the Policy:

6

1) Within 45 days of final acceptance of all Projects enrolled in this Policy from January 31, 2009 until January 31, 2010, a loss record shall be provided by Bill Cartwright and agreed upon by FPL Risk Management and the Insurer. Furthermore, a loss ratio shall be calculated by dividing the paid and reserved losses for all enrolled Projects into the total of the earned premium for all enrolled Projects.

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2) The Insurer shall grant the Insured a return premium equal to [redacted] of the earned premium collected if the loss ratio calculated is equal to or less than [redacted] of the earned premium.

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3) Should the Insurer recover all or part of its indemnity payment to the Insured by means of subrogation (less the Insurer's expenses incurred in such subrogation proceedings), or should there be a change in the reserves for unpaid losses, the Insured shall be entitled to a recalculation of the loss ratio as defined herein. If, in such event, the actual adjustment renders the Insured's loss ratio within the acceptable percentile mentioned above, the Insured shall then be entitled to the return premium provided by this clause.

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All other terms and conditions remain unchanged.

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ENDORSEMENT #1

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Attaching to and forming part of Policy No. 32-SBAR-2009

In consideration of premium noted below, the following Project is added to the Master Builders Risk Solar Agreement for FPL Group, Inc.

PROJECT NAME: The DeSoto Heartland Next Generation Solar Center

PROJECT LOCATION: 4051 NE Karson St., Arcadia, DeSoto County, FL 34265

PROJECT SIZE: 25 MW

PROJECT PREMIUM: [REDACTED] PD  
N/A DSU

PROJECT EFFECTIVE DATE: January 31, 2009

PROJECT IN SERVICE DATE: December 31, 2009  
It is noted and agreed that in service date can be automatically extended to provide maximum period of 18 months for each project in accordance with agreement on project term reached in Master Builders Risk Solar Agreement.

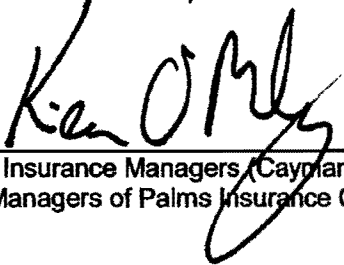
PROJECT DESCRIPTION: 25 megawatts of photovoltaic solar capacity

COVERAGE: Per Master Policy Wording Agreed

PALMS PARTICIPATION: 30% of limits and premium hereon

All Other Terms and Conditions Remain Unchanged.

Signed by an Authorized Representative of the Insurer in Grand Cayman.

Signed   
Aon Insurance Managers (Cayman) Ltd  
As Managers of Palms Insurance Company, Limited

Date Feb. 26<sup>th</sup> 2009

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**ENDORSEMENT #2**

2

Attaching to and forming part of Policy No. 32-SBAR-2009

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In consideration of premium noted below, the following Project is added to the Master Solar Project All Risk Insurance Policy for FPL Group, Inc.

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**PROJECT NAME:** Space Coast Next Generation Solar Energy Center

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7

**PROJECT LOCATION:** Kennedy Space Center  
Kennedy Space Center, FL 32899

8

**PROJECT SIZE:** 10 MW

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**PROJECT PREMIUM:** [REDACTED] PD  
N/A DSU

11

**PROJECT EFFECTIVE DATE:** June 1, 2009

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**PROJECT IN SERVICE DATE:** March 31, 2010  
It is noted and agreed that in service date can be automatically extended to provide maximum period of 18 months for each project in accordance with agreement on project term reached in Master Solar Project All Risk Insurance Policy.

18

**PROJECT DESCRIPTION:** 10 megawatts of photovoltaic solar capacity

19

**COVERAGE:** Per Master Policy Wording Agreed

20

**PALMS PARTICIPATION:** 30% of limits and premium hereon

21

**All Other Terms and Conditions Remain Unchanged.**

22

Signed by an Authorized Representative of the Insurer in Grand Cayman.

23  
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Signed   
AOM Insurance Managers (Cayman) Ltd  
As Managers of Palms Insurance Company, Limited

Date July 8/09



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**ENDORSEMENT #3**

**Attaching to and forming part of Policy No. 32-SBAR-2009**

**In consideration of premium noted below, the following Project is added to the Master Solar Project All Risk Insurance Policy for FPL Group, Inc.**

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**PROJECT NAME:** Kennedy Space Center  
Next Generation Solar Energy Center

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**PROJECT LOCATION:** Kennedy Space Center  
Kennedy Space Center, FL 32899

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**PROJECT SIZE:** 1 MW

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**PROJECT PREMIUM:** [REDACTED] PD  
N/A DSU

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**PROJECT EFFECTIVE DATE:** June 1, 2009

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**PROJECT IN SERVICE DATE:** October 31, 2009  
It is noted and agreed that in service date can be automatically extended to provide maximum period of 18 months for each project in accordance with agreement on project term reached in Master Solar Project All Risk Insurance Policy.

19

**PROJECT DESCRIPTION:** 1 megawatt of photovoltaic solar capacity

20

**COVERAGE:** Per Master Policy Wording Agreed

21

**PALMS PARTICIPATION:** 30% of limits and premium hereon

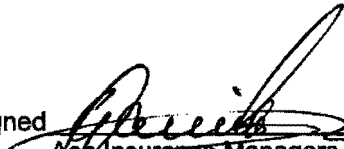
22

**All Other Terms and Conditions Remain Unchanged.**

23

Signed by an Authorized Representative of the Insurer in Grand Cayman.

24  
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Signed   
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App. Insurance Managers (Cayman) Ltd  
As Managers of Palms Insurance Company, Limited

Date July 8/09.

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ENDORSEMENT #4

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Attaching to and forming part of Policy No. 32-SBAR-2009

In consideration of premium noted below, the following Project is added to the Master Solar Project All Risk Insurance Policy for FPL Group, Inc.

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PROJECT NAME: Martin Solar Energy Center

PROJECT LOCATION: 21900 Southwest Warfield Blvd.  
Indiantown, FL 34956

PROJECT SIZE: 75 MW

PROJECT PREMIUM: [REDACTED] PD  
N/A DSU

PROJECT EFFECTIVE DATE: July 1, 2009

PROJECT IN SERVICE DATE: December 31, 2010  
It is noted and agreed that in service date can be automatically extended to provide maximum period of 24 months for each project in accordance with agreement on project term reached in Master Solar Project All Risk Insurance Policy.

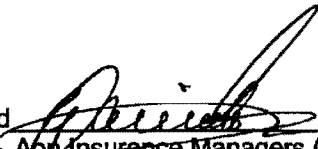
PROJECT DESCRIPTION: 75 megawatts of solar thermal capacity

COVERAGE: Per Master Policy Wording Agreed

PALMS PARTICIPATION: 30% of limits and premium hereon

**All Other Terms and Conditions Remain Unchanged.**

23 Signed by an Authorized Representative of the Insurer in Grand Cayman.

24  
25  
26 Signed   
As Insurance Managers (Cayman) Ltd  
As Managers of Palms Insurance Company, Limited

Date July 8/09

**PAGES OPC 005263 THROUGH OPC 005479  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

**PAGES OPC 005480 THROUGH OPC 006296  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

**PAGES OPC 006303 THROUGH OPC 006307  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

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1           3.6. Acceptance of Capacity. When Provider believes that a Service is ready for use by  
2 Customer, Provider shall conduct Acceptance testing. The test shall be coordinated and performed  
3 by Provider. If the test results demonstrate that the Capacity and quality meet the requirements in  
4 Exhibit A, Provider shall give electronic notice to Customer ("Connection Notice") attesting to  
5 compliance of the Service to the specifications contained in Exhibit A. If Customer delivers to  
6 Provider, within two (2) business days after Customer's receipt of the Connection Notice, notice  
7 specifying non-conformance of the Service with the specifications contained in Exhibit A as  
8 demonstrated by the test results, Provider shall promptly undertake appropriate corrective action and  
9 the testing and Acceptance process shall be repeated. If Customer fails to deliver such notice within  
10 said two (2) business day period, Customer shall be deemed to have Accepted the subject Service  
11 and shall be the date of Acceptance for that Service. The date upon which monthly recurring  
12 charges shall accrue for a Service (the "Service Commencement Date") shall be equivalent to the  
13 date of Acceptance unless otherwise handled through the allocation methodology of annual capacity  
14 study and calendar year fixed billing.

ARTICLE IV - PAYMENT, TAXES AND OTHER FEES OR PERMITS

15           4.1. Pricing. Unless otherwise agreed to in writing by the Parties, and for so long as the  
16 Parties are affiliates within the meaning of applicable rules and regulations of the Florida Public  
17 Service Commission ("FPSC"), Customer shall pay Provider for Services at the Price, except as  
18 otherwise may be established by final order of the FPSC, in which case the terms of said final order  
19 shall apply. At such time, if any, that the Parties cease to be affiliates under relevant FPSC rules or  
20 regulations, the pricing or methodology of pricing then in effect shall continue to apply for a period  
21 of thirty-six (36) months during which time the Parties agree to negotiate in good faith to establish  
22 pricing at then prevailing market rates. Provider shall send invoices or statement of allocation  
23 impact to Customer with 90 days of the service provided.

24           4.2. Non-Recurring Charges. The non-recurring charges ("NRCs") payable by Customer  
25 for each Service shall be stated in each Service Order and, unless otherwise specified in the Service  
26 Order, shall be payable [REDACTED] after the Acceptance Date.

27           4.3. Recurring Charge Invoices. Provider shall invoice Customer on a monthly basis for  
28 the monthly recurring charges ("MRCs") for each Service. Invoices shall be sent in advance of the  
29 month to which the invoice applies and shall be paid by Customer within [REDACTED] of the  
30 date of such invoice. Should the Customer dispute any of the charges on its monthly invoice, it shall  
31 notify Provider of such disputed charges in writing. The notice shall set forth all details concerning  
32 the disputed charges and reasons for the dispute. Provider and Customer shall attempt in good faith  
33 to resolve any objection to the invoiced amount prior to the payment due date. If the disagreement  
34 cannot be resolved prior to the payment due date, Provider will deliver to Customer an interim  
35 invoice in respect of the undisputed amount and Customer shall pay the invoiced amount minus the  
36 disputed amount on the due date of original invoice. Customer may deliver notice disputing  
37 previously paid charges no later than [REDACTED] after date of the invoice. If the  
38 dispute is subsequently resolved in favor of Provider, Provider shall re-invoice the disputed amount  
39 owed then, including interest at the rate specified in Section 4.4 from the original due date, and  
40 Customer shall pay all amounts agreed or found to be owing to Provider within [REDACTED]  
41 of the date of the reissued invoice.

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4.4. Remittance. Payments shall be made by Wire Transfer via the banking information below which can be updated by Provider by providing written notice to Customer.

Bank of America  
Houston, Texas  
ABA # 111000012  
FPL FiberNet, LLC  
[REDACTED]

4.5. Setoff Rights. Customer shall be entitled at all times to set-off any amount due from Provider against any amount payable by Customer to Provider.

4.6. Taxes. Customer shall be responsible for any applicable federal, state or local sales, use, excise, gross receipts, universal service, or other taxes, fees, assessments or similar amounts in connection with the Service furnished to Customer pursuant hereto. Customer shall pay all such amounts directly to the taxing authority unless the taxing authority requires that Provider collect and remit payment, in which event Customer shall pay said amounts to Provider and Provider shall remit such amounts to the authority. Customer represents and warrants that all Services purchased hereunder are being purchased for use by Customer. Customer agrees that if Customer resells any part of the Service, by itself or as part of another service offered by Customer, to any end user, Customer shall notify Provider of such resale and shall collect and remit all universal service fees due with respect to such services sold by Customer and shall file all applicable reporting forms. To the extent legally permitted, Provider may seek to reduce its universal service payments on the Services to reflect the extent of their resale to end users by Customer. Customer and Provider shall cooperate in taking all reasonable actions necessary to minimize, or to qualify for exemptions from, any such taxes, duties or liabilities, including the furnishing of certifications that purchases by Customer are for purposes of resale. Customer shall provide all information to Provider of any exemption of sales, use or other tax claimed by Customer and shall immediately notify Provider of any change in Customer's tax status.

4.7. Protest. Customer and Provider shall each have the right to protest or appeal any tax or charge assessed against it by any taxing authority.

ARTICLE V - SERVICE INTERRUPTIONS AND CREDITS

5.1. Allowance for Interruption of Service. Customer shall be entitled to a credit for periods of Service Outage for the portion of the Market Services which is affected. For the purpose of determining the amount of allowance, every month is considered to have 30 days and only those sites affected by the Service Outage shall be considered in determining the number of sites affected.

5.2. Notice and Measurement. Service Outages shall be measured from (a) the earlier of the time Customer notifies Provider that a Service Outage has occurred or the time the Provider becomes aware of the outage to (b) the time of restoration which is confirmed by the Customer. For notice purposes, Customer may notify Provider by telephone, telefax, courier or any such similar expedited notice mechanism. Exhibit D to the Agreement provides the Provider's points of contact in the event of a Service Outage, provided that Provider may amend the points of contact set out in

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1 Service on the Provider side of the Point of Demarcation are the responsibility of Provider, and  
2 Provider will maintain all such equipment, including P&C Fibers.

3 The Customer shall have the option to request that the Provider, at the Customer's expense  
4 and on "best efforts" verses SLA measurements, provide troubleshooting services on the Customer's  
5 side of the Point of Demarcation. The Customer shall also have the option to request that the  
6 Provider, at the Customer's expense, assist with the connection to the Provider's tie cable at given  
7 sites to facilitate service. For the avoidance of doubt, any assistance provided by the Provider will  
8 not change the original Point of Demarcation.

9 6.4. Off-Net Monitoring. Customer acknowledges that Provider has no ability  
10 independently to test or maintain Service between any locations related to Off-Net Services.  
11 Consequently, if Provider provides such Service, then, notwithstanding anything in this Agreement  
12 to the contrary, Provider's entire duty with respect to such Service shall be to use commercially  
13 reasonable efforts to cause the provider thereof to test and maintain such Service in accordance with  
14 Provider's specifications, and Customer shall not be entitled to any Service Outage credit or  
15 damages of any kind from Provider for any outage of Off-Net Services, except to the extent provided  
16 above in Section 5.4.

17 6.5. Monthly Service Meetings. Provider will host monthly service meetings with the  
18 Customer to review monthly statistics regarding existing circuits, new requests, and outstanding  
19 issues needing resolution and/or escalation. The Customer will present a vendor scorecard (see  
20 Exhibit G) at each meeting that will summarize the Customer's satisfaction with various aspects of  
21 the business relationship. A Provider scorecard (see Exhibit H) will be presented at each meeting  
22 that will summarize the circuit information for the previous month. This data shall reflect not only  
23 the previous month's performance, but also show trend data over time. Provider shall present its  
24 analysis of the performance trends and recommendations to continually improve performance,  
25 reduce cost and increase value to Customer for the following categories (see Provider Scorecard  
26 Metric set forth in Exhibit E): (a) Circuit Availability; (b) Mean Time to Repair; (c) Number of  
27 Incidents; (d) Number of Outages; (e) Number of Outage Minutes; (f) Number of Chronic Failures;  
28 and (g) Number or Service Orders Completed.

29 6.6. Access and Security Provisions. The Parties agree to the access and security  
30 provisions contained in Exhibit C to this Agreement.

ARTICLE VII - SERVICE CHANGES

31 7.1. Legal Changes. Upon thirty (30) days prior written notice, Provider shall have the  
32 right, and Customer shall have the right without payment of any termination liability, to terminate  
33 any Service Order entered into under this Agreement if any material rate or term contained in the  
34 Service Order is materially and adversely changed or is found to be unlawful, or the relationship  
35 between the Parties hereunder is found to be unlawful in a final, unappealable legal order or other  
36 determination.  
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38 7.2. Early Termination of Service Order by Customer. Customer may at its sole option  
39 cancel a Service Order prior to the end of the Service Order Term for any reason, upon [REDACTED]  
40 [REDACTED] written notice to Provider setting out the effective date of cancellation. In the event Customer



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1 shall cancel any Service Order prior to the expiration of the Service Order Term, Customer shall  
2 remit to Provider on demand as liquidated damages, and not as a penalty, the following sums (a) all  
3 costs, fees and expenses reasonably incurred in connections with establishing service to Customer;  
4 plus (b) any disconnection, early cancellation or termination charge reasonably incurred by Provider  
5 on behalf of Customers; (c) any terms with regard to minimum usage to which the Customer has  
6 agreed; and (d) the reasonable costs for removal of all equipment specially ordered to service  
7 Customer.

8 7.3. Renewals. Unless specified otherwise in the Service Order, a Service Order will  
9 automatically renew on a month-to-month basis at the existing rate unless canceled by Provider or  
10 Customer with at least thirty (30) days written notice to the other.

11 **ARTICLE VIII - BREACH AND REMEDIES**

12 8.1. Default. A Party shall be in Default under this Agreement if:

13 a. Such Party fails to make a payment when due and such failure continues for more  
14 than [REDACTED] after written notice.

15 b. Such Party fails to perform any obligation required under this Agreement and such  
16 failure continues for more than [REDACTED] after written notice, provided that if the breach is of  
17 such a nature that it can not be cured within [REDACTED], then such Party shall not be in Default  
18 so long as it commences to cure within such period of time and thereafter diligently and  
19 continuously pursues such cure to completion.

20 c. Such Party fails generally to pay its debts as such debts become due, or admits in  
21 writing its inability to pay its debts as such debts become due, or makes any general assignment for  
22 the benefit of creditors.

23 d. There is commenced by such Party any case, proceeding, or other action seeking  
24 reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts  
25 under any law relating to bankruptcy, insolvency, or reorganization, or relief of debtors, or seeking  
26 appointment of a receiver, trustee, custodian, or other similar official for it or for all or any  
27 substantial part of its property.

28 e. There is commenced any case, proceeding or other action against such Party seeking  
29 to have any order for relief entered against such Party as debtor, or seeking reorganization,  
30 arrangement, adjustment, liquidation, dissolution or composition of such Party or its debts under any  
31 law relating to bankruptcy, insolvency, reorganization, or relief of debtors, or seeking appointment  
32 of a receiver, trustee, custodian, or other similar official for such Party or for all or any substantial  
33 part of the property of such Party, and

34 (i) such Party shall, by any act or omission, indicate its consent to, approval of, or  
35 acquiescence in such case, proceeding or action, or

36 (ii) such case, proceeding or action results in the entry of an order for relief which  
37 is not fully stayed within seven (7) business days after the entry thereof, or

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(iii) such case, proceeding or action remains un-dismissed for a period of thirty (30) days or more or is dismissed or suspended only pursuant to section 305 of the United States Bankruptcy Code or any corresponding provision of any future United States Bankruptcy law.

8.2. Remedies. Upon the occurrence of a Default, the non-Defaulting Party may seek any and all remedies available at law and/or equity, except to the extent any such remedy is specifically limited or prohibited by this Agreement, and may terminate this Agreement and all Service Orders or may terminate any one or more Service Orders to which the Default is related.

8.3. Suspension of Service. When payment in full, less any disputed amounts as provided above, is not made by Customer on or before any due date, Provider, in its sole discretion, shall have the right, on and after the [REDACTED] after Provider has given Customer written notice of nonpayment, in addition to exercising any remedies available for such Default, to suspend Service to Customer (either completely or only with respect to any affected Service Order or Service Orders) until such time as Customer has paid all arrearage.

8.4. Prohibited Use. If Customer uses any Service in a manner that is a violation of law or that interferes with the operation of Provider's Network, and if Customer does not cease such objectionable use immediately after receipt of notice from Provider, Provider shall have the right to suspend its provision of the relevant Service to Customer until Customer provides assurances reasonably acceptable to Provider that such use is not or no longer shall be in violation of applicable law or will no longer interfere in the operation of the Provider Network.

**ARTICLE IX - WARRANTIES; LIMITATION OF LIABILITY**

9.1. Representations of the Parties. Provider hereby represents and warrants to Customer that Provider has been duly formed and is in good standing in the state of its organization, that Provider is qualified to do business in the States where the Services will be delivered, and that the execution of this Agreement by Provider has been duly authorized in compliance with Provider's organization documents and procedures. Customer hereby represents and warrants to Provider that Customer has been duly formed and is in good standing in the state or country of its organization, that Customer is qualified to do business in the States where the Services will be delivered, and that the execution of this Agreement by Customer has been duly authorized in compliance with Customer's organization documents and procedures.

9.2. Warranties of the Parties. Provider warrants that the Services furnished shall be performed in accordance with standards of care, skill and diligence consistent with (i) recognized and sound industry practices, procedures and techniques; (ii) all applicable laws and regulations; (iii) the specifications, documents and procedures applicable to the Services; and (iv) the degree of knowledge, skill and judgment customarily exercised by professional firms with respect to services of a similar nature. Provider shall ensure that all replacement cable and splices used for P&C functions shall meet the requirements and technical specifications of the terminal equipment. All fibers in a cable that has been repaired shall be tested for compliance and the results documented. Test reports, together with all testing records, will be provided to Customer. Provider shall be responsible for the cost of rework or repairs, if any, to be made to the P&C Fibers if such rework or repair is required due to Provider's non compliance with the warranties provided herein.

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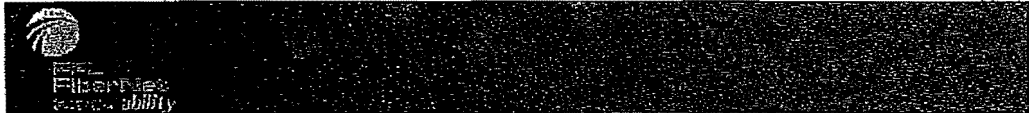
EXHIBIT D

NOC Escalation List

Provider will maintain the NOC Escalation List up to the President level of the organization and will name replacements in a timely fashion.

NETWORK OPERATION CENTER 866-553-4237 (opt 1)
8-845-7293 (Internal)
8-552-2222 (Internal)
Nextel Phone 305-796-7348
Nextel Radio 158\*101\*483

- Handwritten list of numbers 1 through 33 on the left margin.



GENERAL INFORMATION
Call our Customer Support organizations Monday through Friday from 8:00 AM to 6:00 P.M. EST.
Sales and Customer Care: 1-866-STRANDS (1-866-787-2537)
Email Address: info\_solutions@optics.com
Fax for service orders: 1-866-835-8770

To report trouble 24 hours a day, 7 days a week, please contact our NOC at 1-866-553-4237 (opt. 1), 786-845-7292 or 305-552-2222.

Table with 8 columns: ACCOUNT TEAM, CONTACT NAME, ESCALATION LEVEL, JOB TITLE, INTERNAL WORK TEAM OR ORGANIZATION, EMAIL ADDRESS, WORK PHONE, CELL PHONE, FAX.

Table with 8 columns: CUSTOMER CARE, CONTACT NAME, ESCALATION LEVEL, JOB TITLE, INTERNAL WORK TEAM OR ORGANIZATION, EMAIL ADDRESS, WORK PHONE, CELL PHONE, FAX.

Table with 8 columns: PROVISIONING, CONTACT NAME, ESCALATION LEVEL, JOB TITLE, INTERNAL WORK TEAM OR ORGANIZATION, EMAIL ADDRESS, WORK PHONE, CELL PHONE, FAX.

Table with 8 columns: SERVICE ASSURANCE, CONTACT NAME, ESCALATION LEVEL, JOB TITLE, INTERNAL WORK TEAM OR ORGANIZATION, EMAIL ADDRESS, WORK PHONE, CELL PHONE, FAX.

Table with 8 columns: BILLING, CONTACT NAME, ESCALATION LEVEL, JOB TITLE, INTERNAL WORK TEAM OR ORGANIZATION, EMAIL ADDRESS, WORK PHONE, CELL PHONE, FAX.

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**EXHIBIT E**

**Severity Levels**

**Definition of Severity Levels:**

**General comments:**

All trouble tickets will be opened with Provider by placing a phone call to the Provider NOC, [REDACTED]

For all tickets opened, once communication is initiated between Provider and the Customer, both parties will ensure that the trouble ticket is opened under the same severity level and both trouble tickets will match.

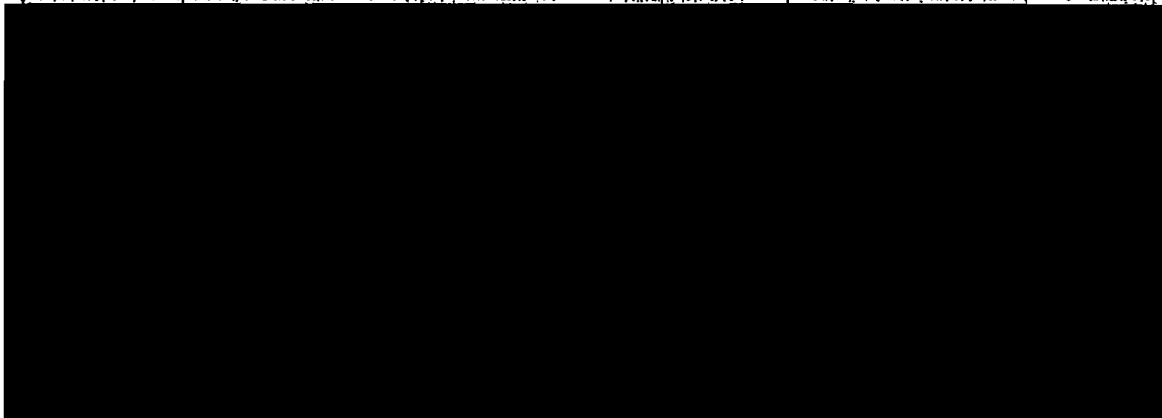
When a trouble ticket is opened and requires access to a site is not available until normal business hours, both Customer and Provider will agree to downgrade the ticket until access to the site is available. At the time access is available, the original ticket will be closed and new ticket will be opened with the appropriate severity level.

**Post Mortem Requests:**

After the resolution of a circuit trouble, the Customer may request a post mortem, or any other type of summary of events from Provider. Within three business days, Provider will respond with an initial summary of events to the Customer. As a guideline, the Customer is requesting to have an automatic summary of events on each circuit trouble resolution that exceeds the allotted timeframe for resolution.

**Severity Level Category Table:**

Severity Level Category	Description	Response Definition	Response Compliance	Resolution Definition	Resolution Compliance
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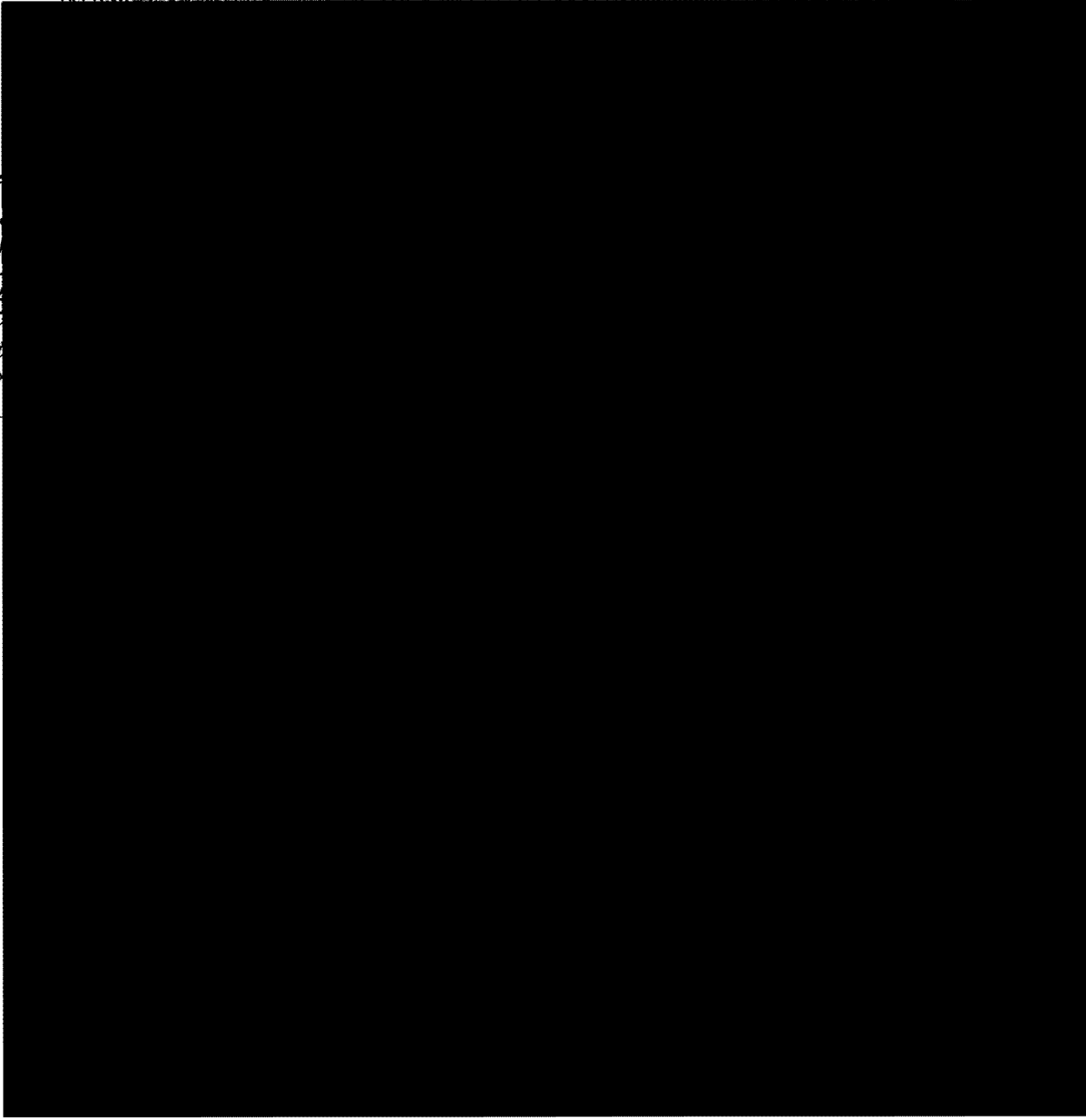


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Severity Level Category	Description	Response Definition	Response	Resolution Definition	Resolution
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1 Severity Level Category Table – P&C Fibers:

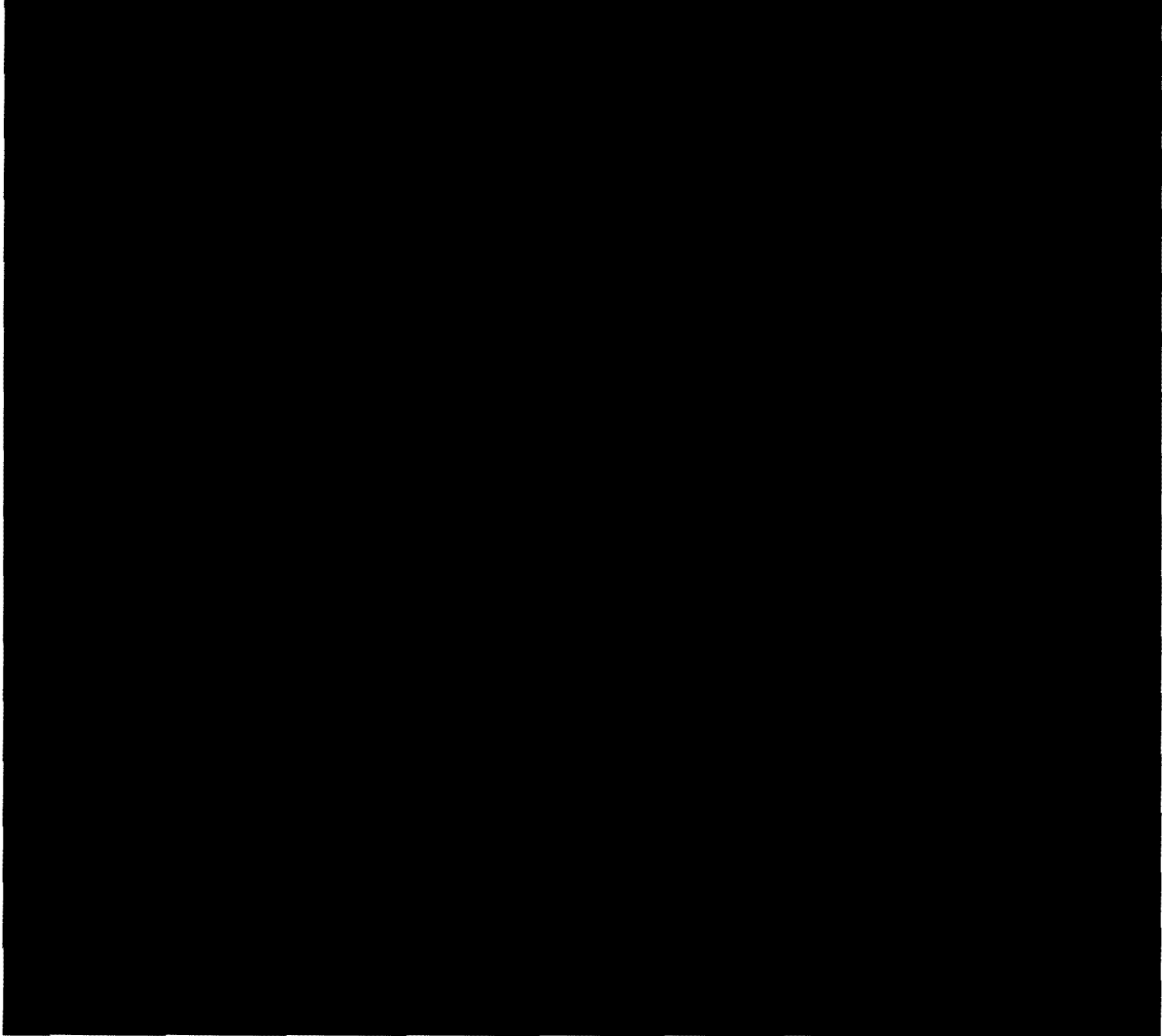
2 Transmission Station Contact Information:

3 TPDC (Transmission Performance & Diagnostic Center) 561-694-4995  
4 System Operator 305-442-5744  
5 To report trouble 24 hours a day, seven days a week, please contact the numbers above.

6 Provider Scorecard Metric Definition Table:

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Scorecard Metric	Calculation	Target	Measurement Period
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Scorecard Metric	Calculation	Target	Measurement Period
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EXHIBIT F

Provider Demarcation Database Table

In the event that the Provider's point of demarcation is not co-located with the Customer's equipment point of demarcation, Provider will troubleshoot circuit troubles as close as practical to the Customer's equipment. Provider will not be responsible for repairing any facilities between Provider's point of demarcation and the Customer's equipment.

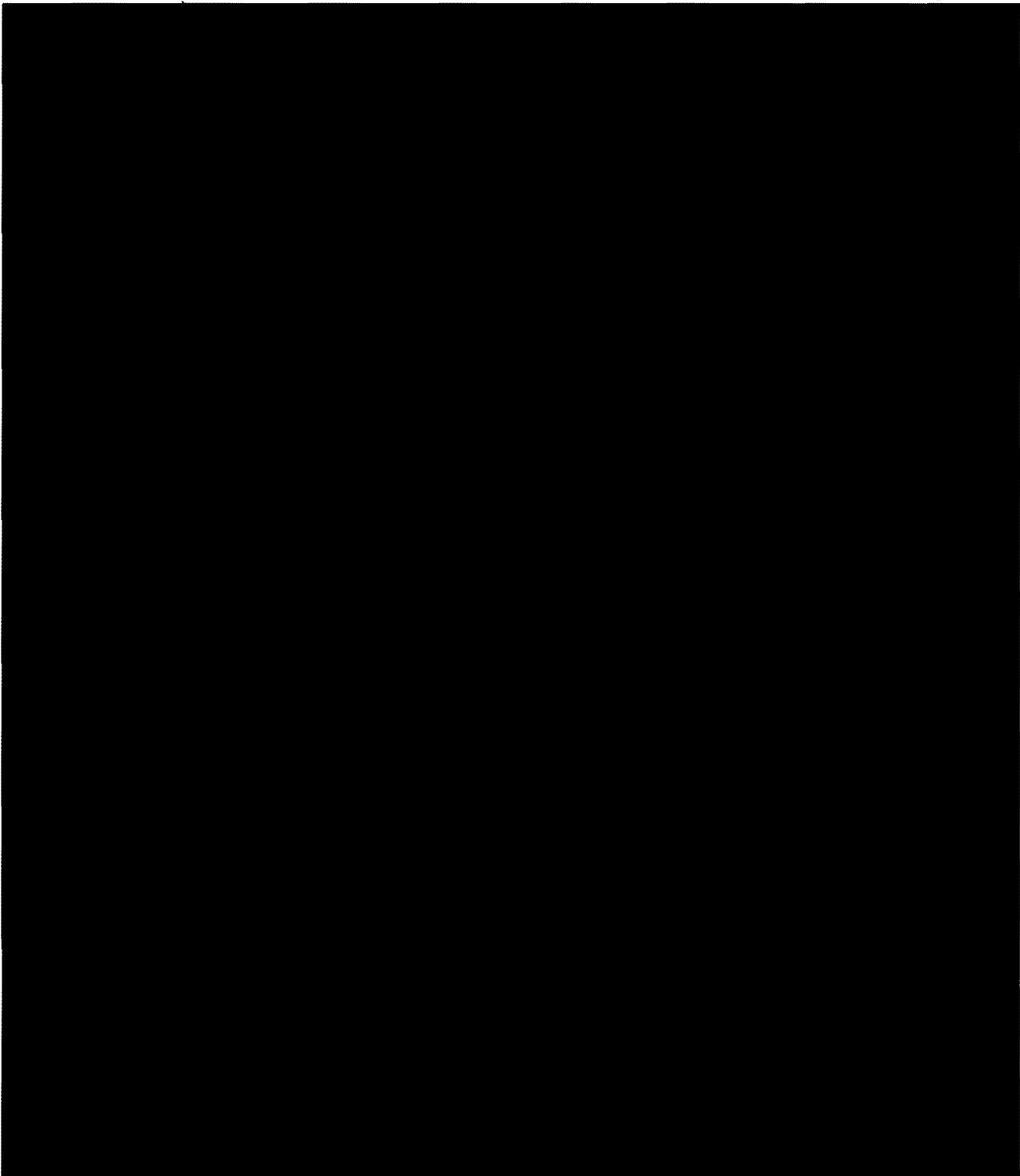
Location Name	Location Code	Building DMARC point	Floor	Suite	Room	Other Comments	Location Address	City/Zip
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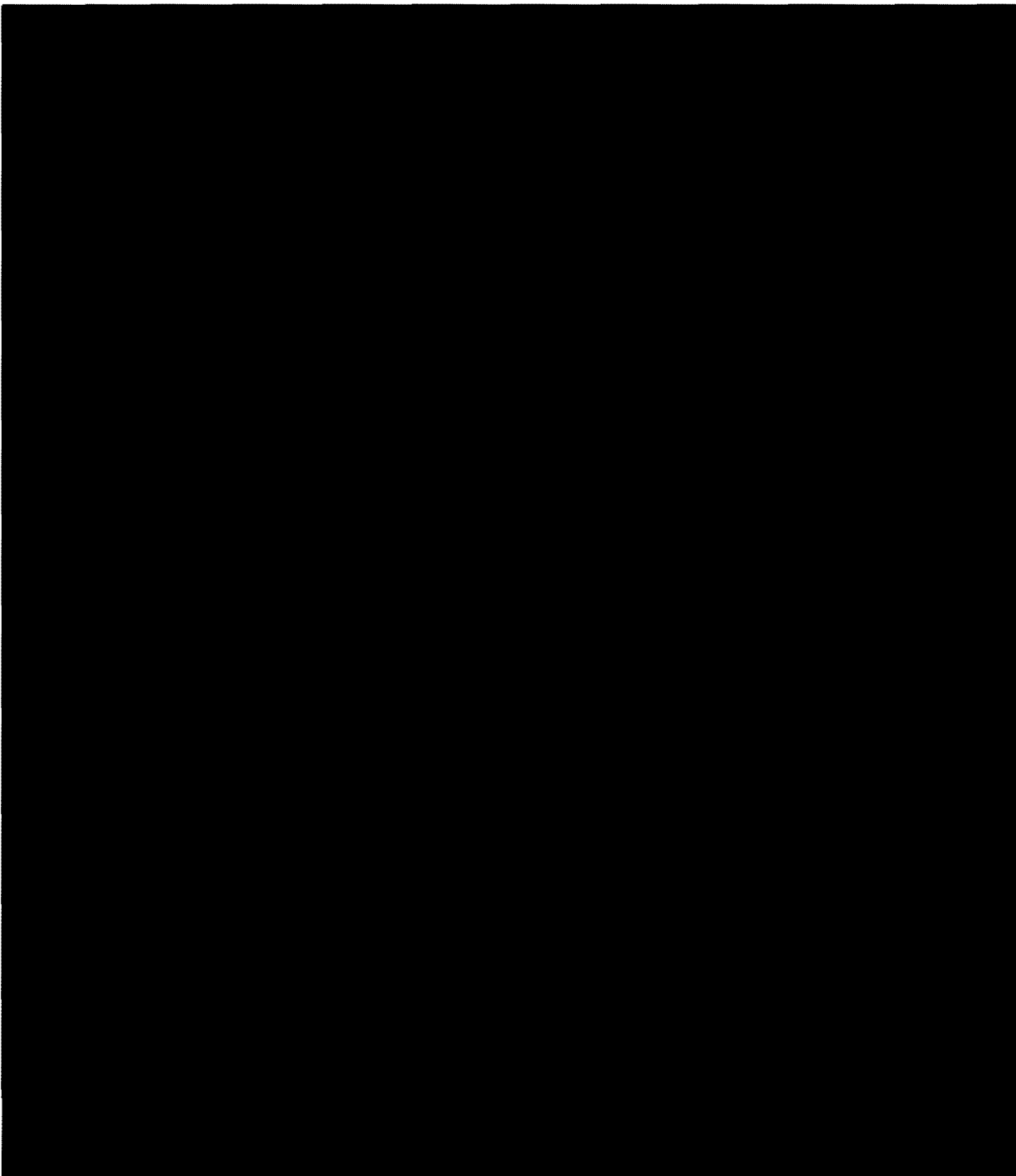
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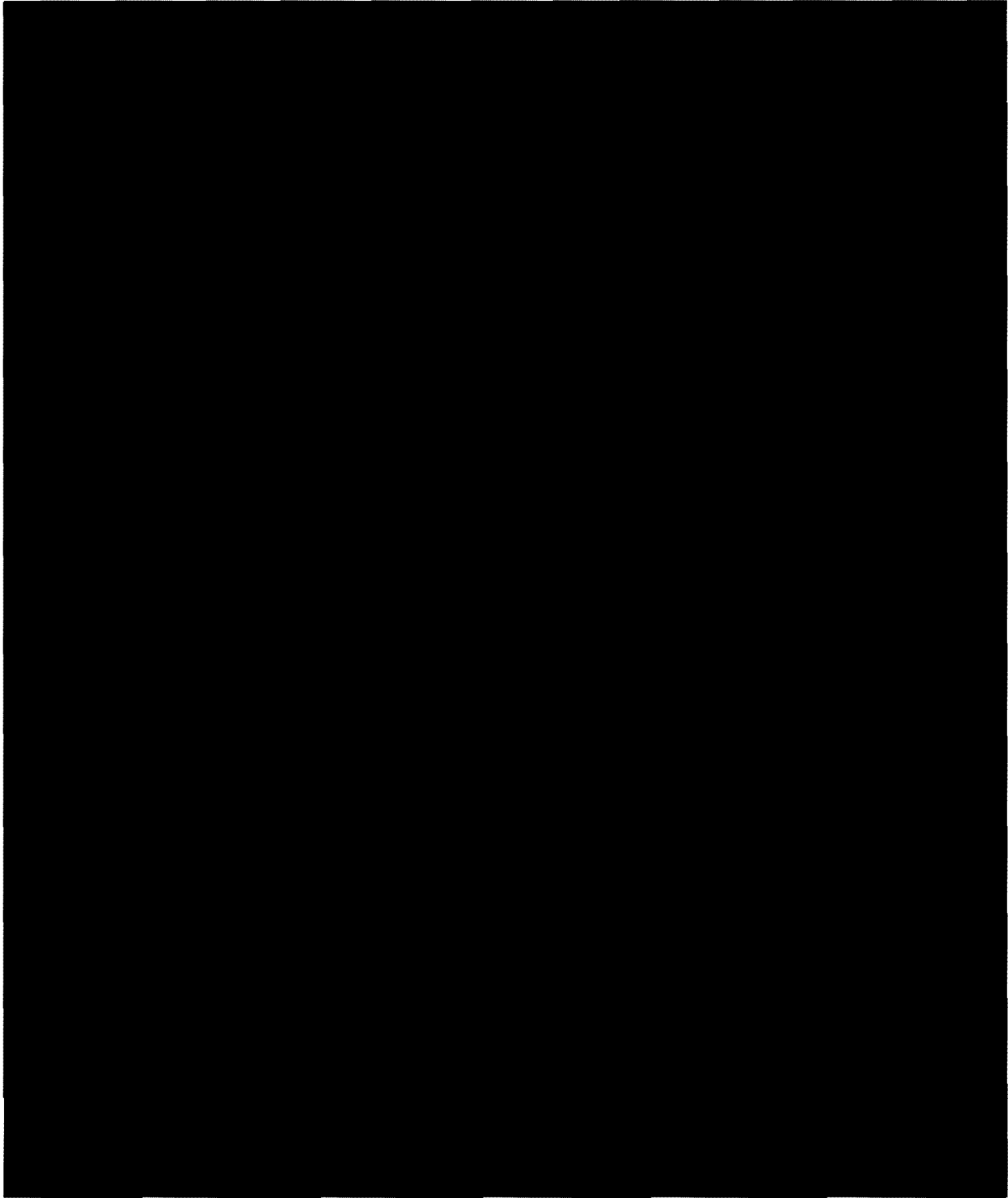
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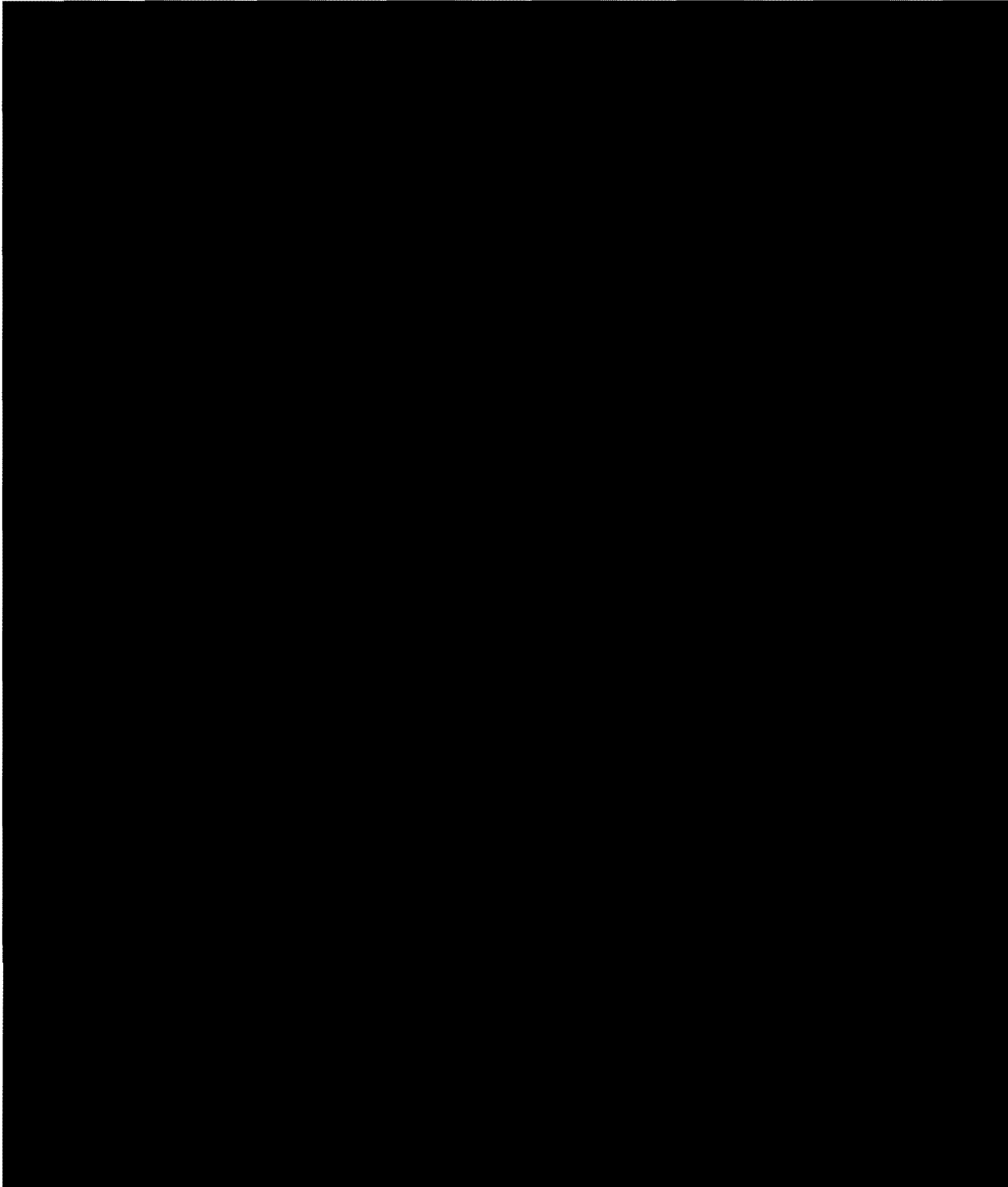
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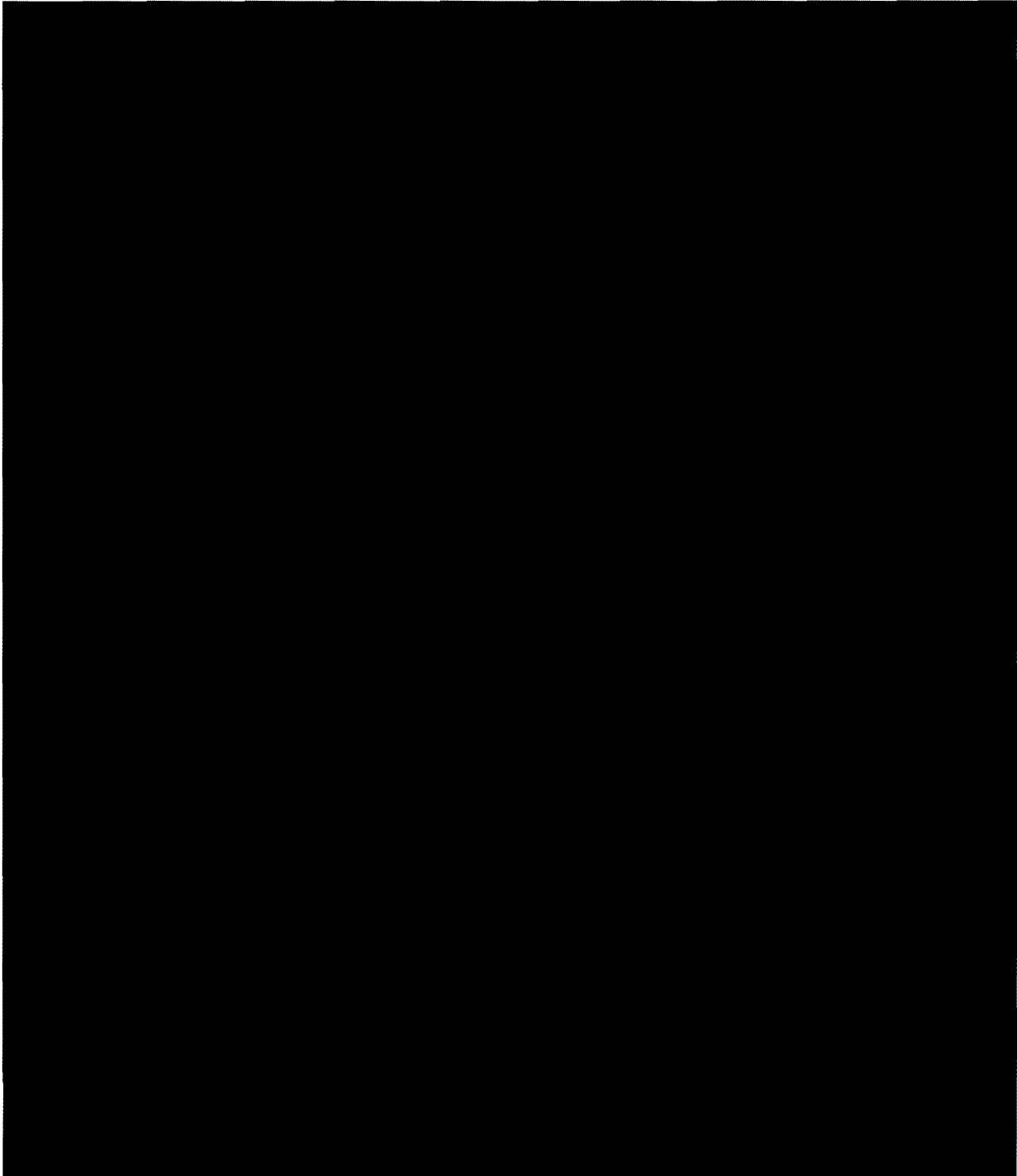
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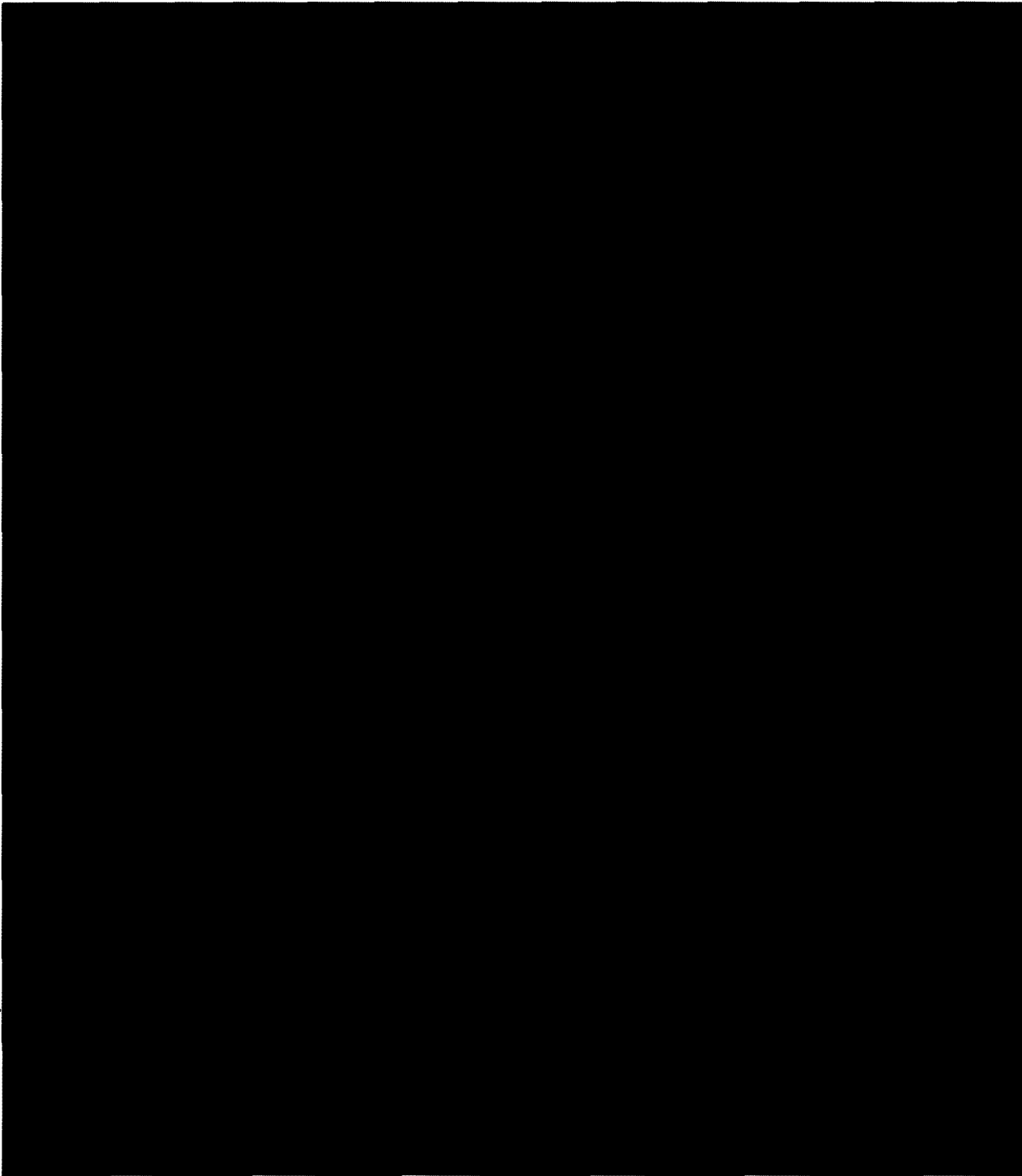
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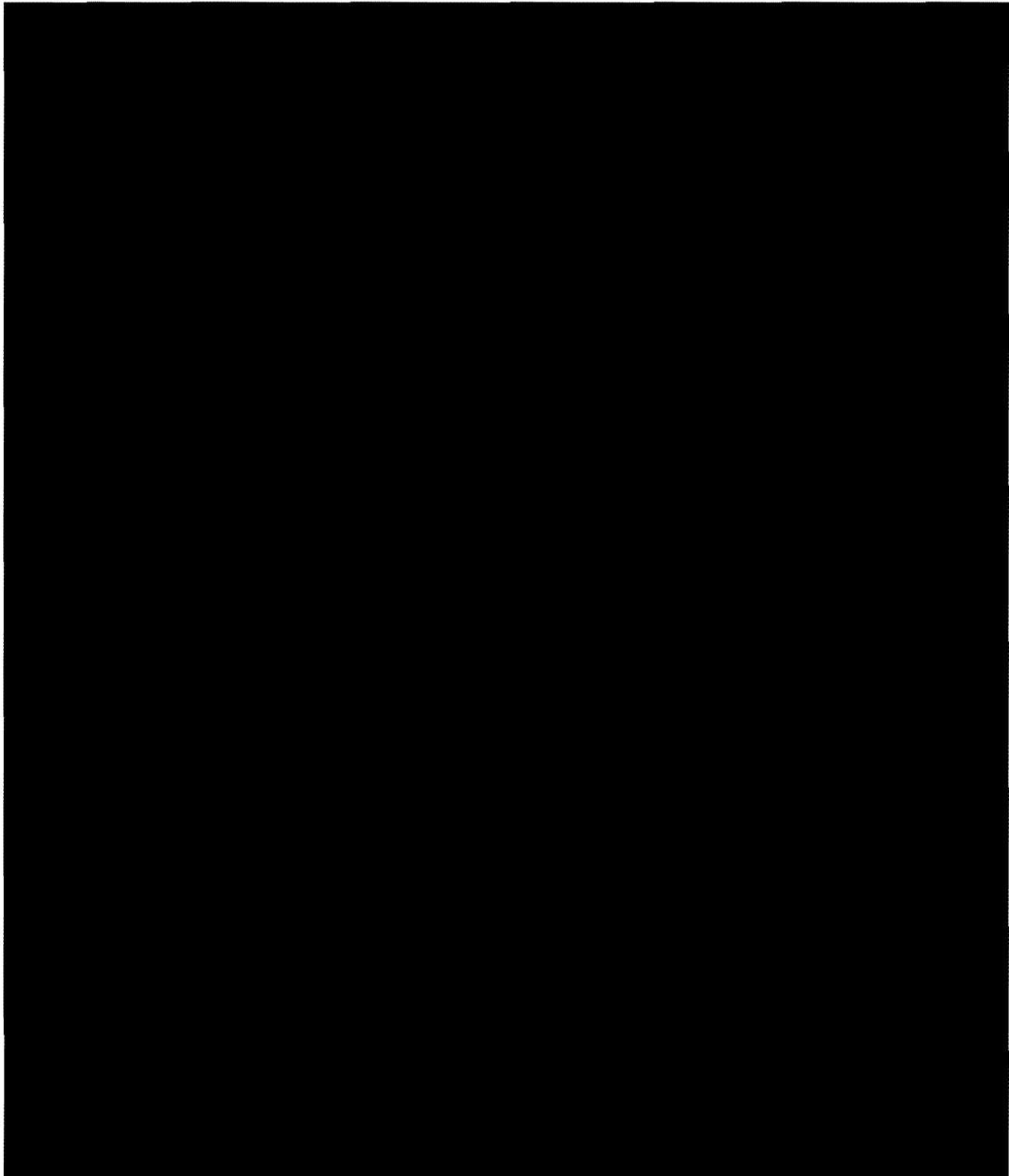
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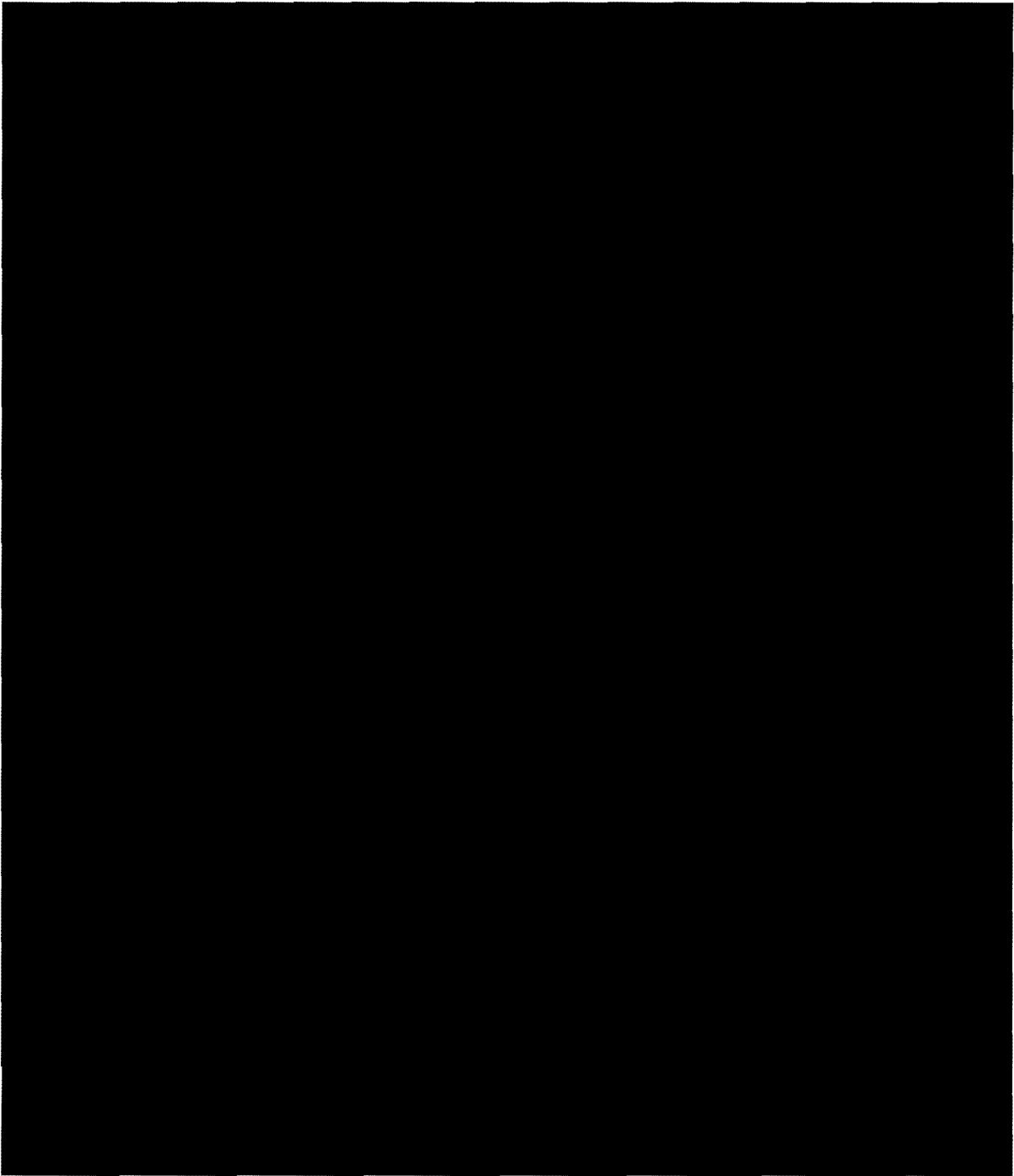
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EXHIBIT G  
Customer Vendor Scorecard

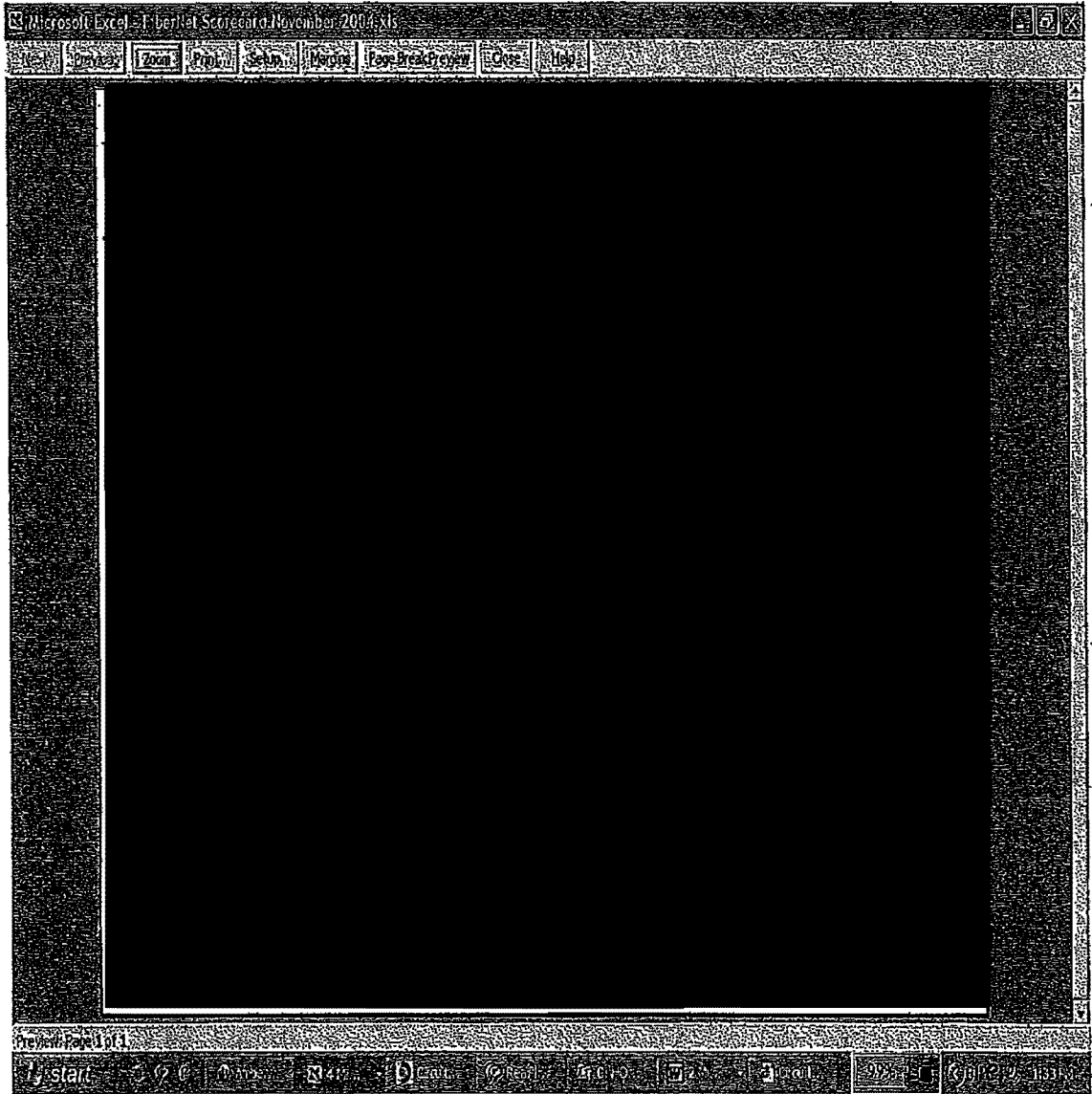
FiberNet Vendor Scorecard	Performance	Remarks
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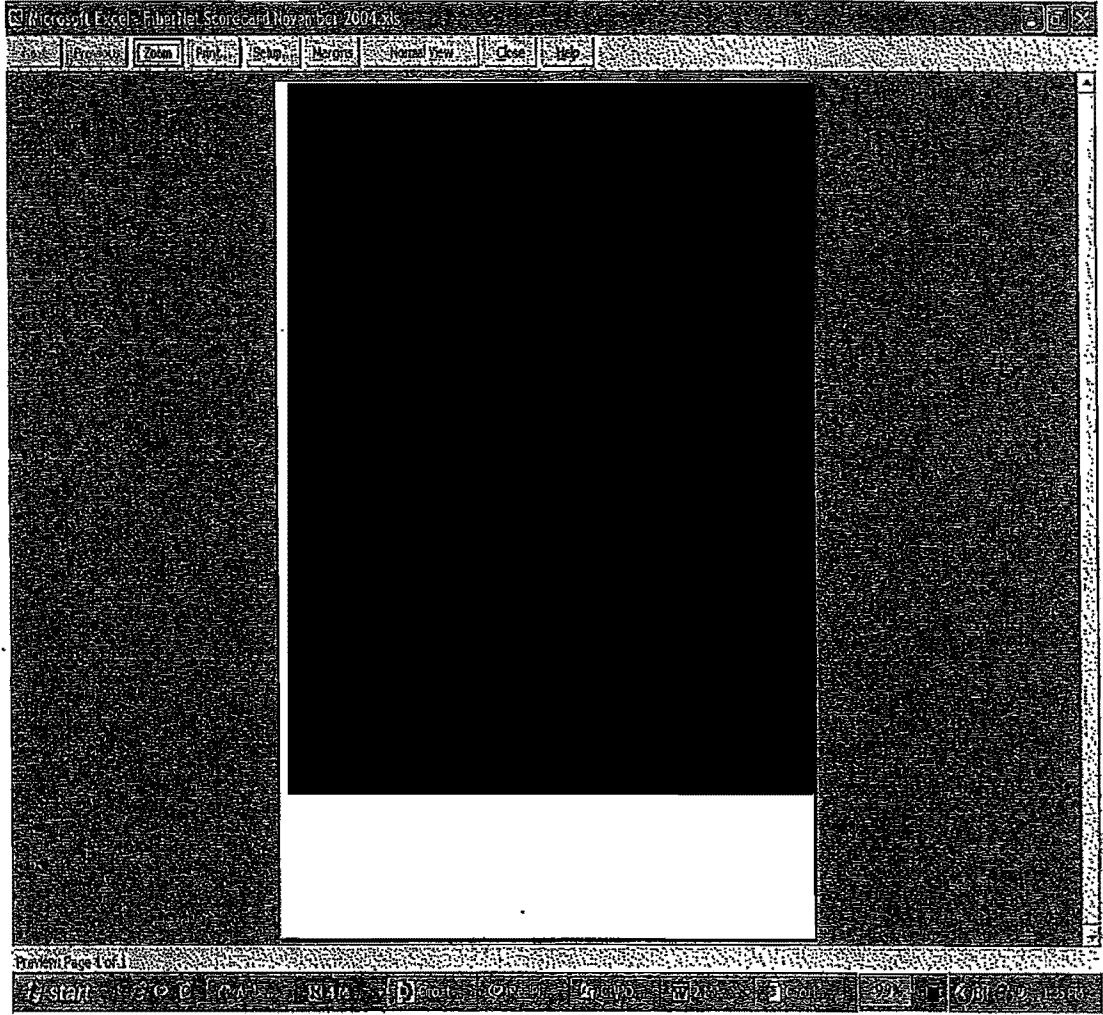
EXHIBIT H  
Provider Scorecard

Page 1 of the Provider Scorecard:



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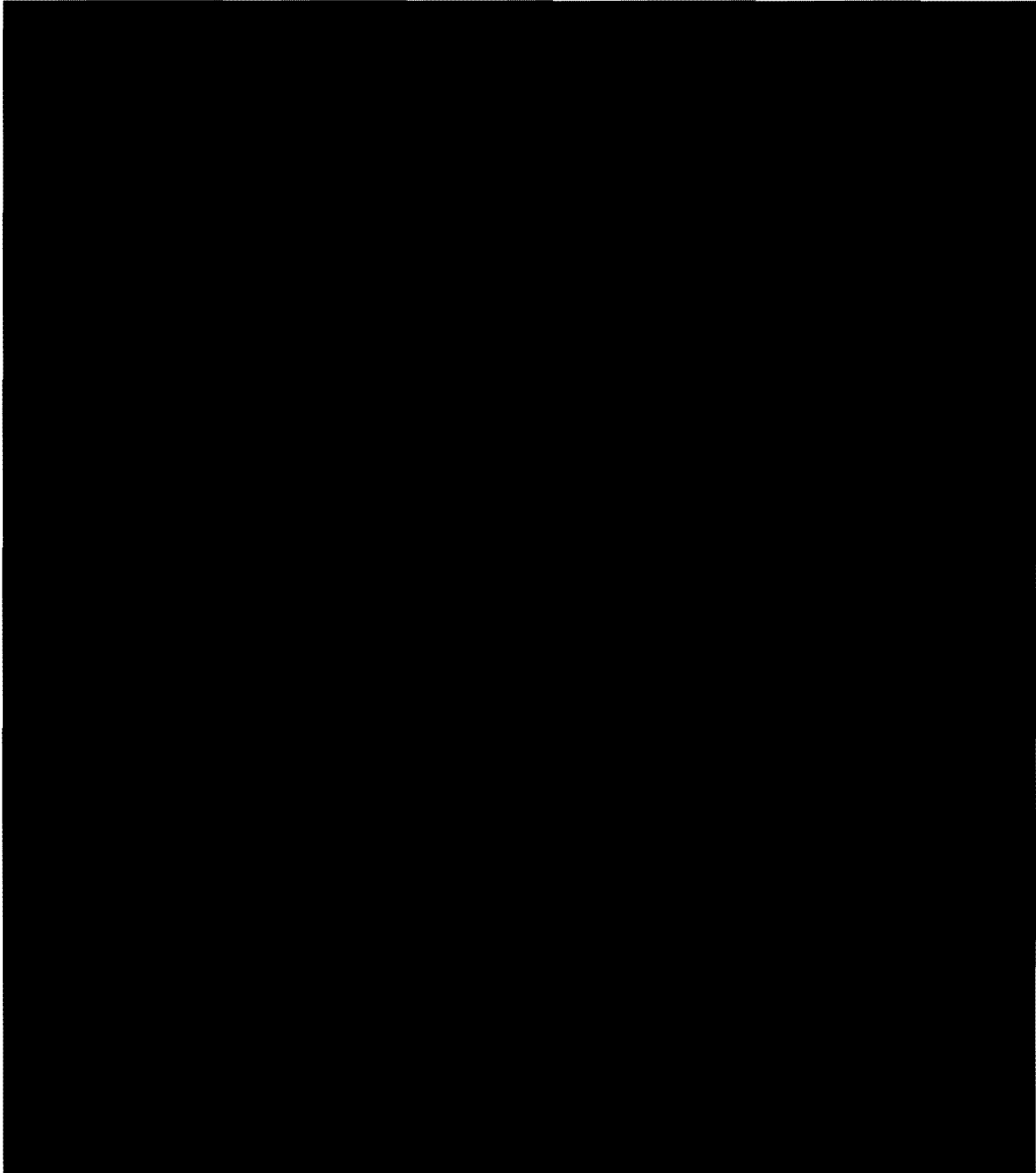




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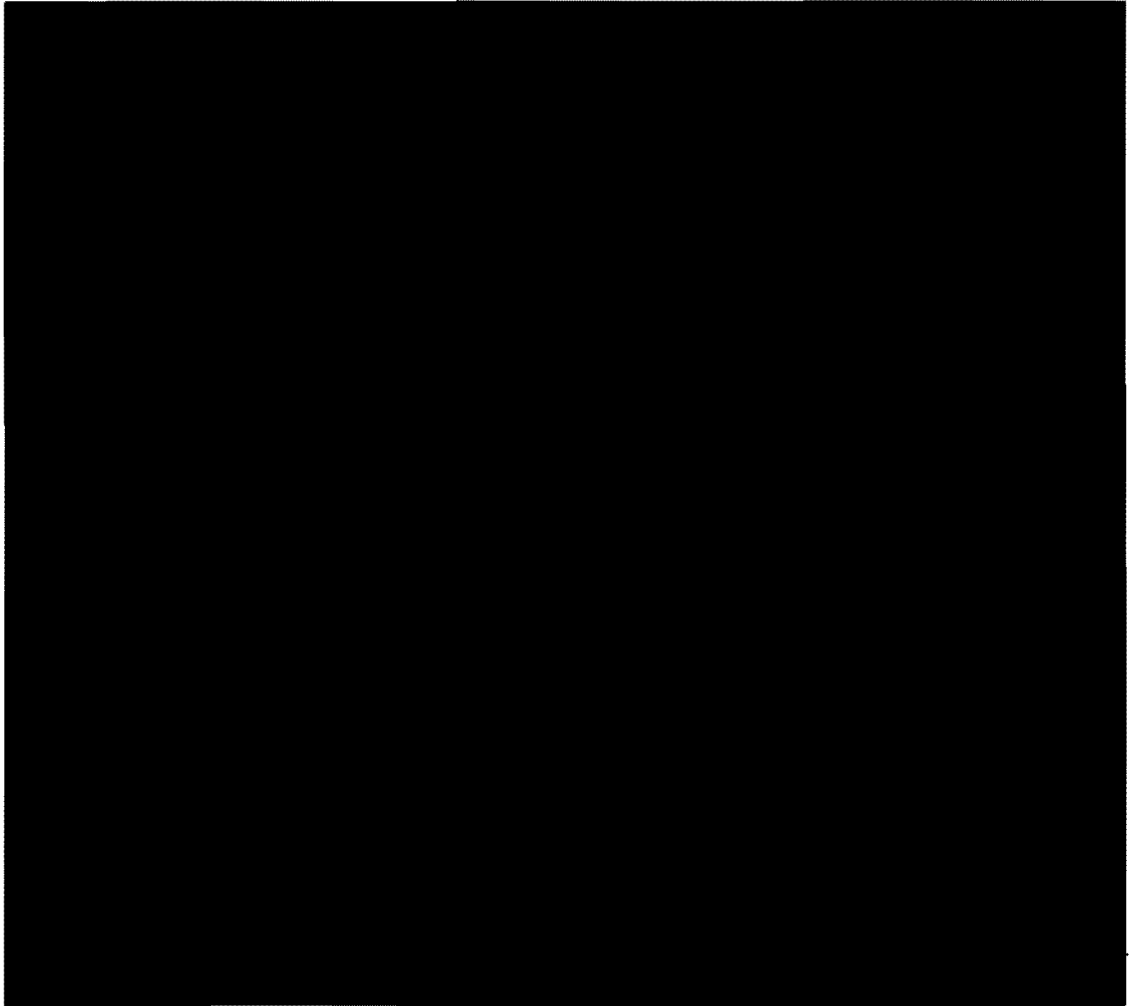
**EXHIBIT I**

**Pricing**



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**PAGES OPC 006355 THROUGH OPC 006359  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

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1 3.6. Acceptance of Capacity. When Provider believes that a Service is ready for use by  
2 Customer, Provider shall conduct Acceptance testing. The test shall be coordinated and performed  
3 by Provider. If the test results demonstrate that the Capacity and quality meet the requirements in  
4 Exhibit A, Provider shall give electronic notice to Customer ("Connection Notice") attesting to  
5 compliance of the Service to the specifications contained in Exhibit A. If Customer delivers to  
6 Provider, within two (2) business days after Customer's receipt of the Connection Notice, notice  
7 specifying non-conformance of the Service with the specifications contained in Exhibit A as  
8 demonstrated by the test results, Provider shall promptly undertake appropriate corrective action and  
9 the testing and Acceptance process shall be repeated. If Customer fails to deliver such notice within  
10 said two (2) business day period, Customer shall be deemed to have Accepted the subject Service  
11 and shall be the date of Acceptance for that Service. The date upon which monthly recurring  
12 charges shall accrue for a Service (the "Service Commencement Date") shall be equivalent to the  
13 date of Acceptance unless otherwise handled through the allocation methodology of annual capacity  
14 study and calendar year fixed billing.

15 **ARTICLE IV - PAYMENT, TAXES AND OTHER FEES OR PERMITS**

16 4.1. Pricing. Unless otherwise agreed to in writing by the Parties, and for so long as the  
17 Parties are affiliates within the meaning of applicable rules and regulations of the Florida Public  
18 Service Commission ("FPSC"), Customer shall pay Provider for Services at the Price, except as  
19 otherwise may be established by final order of the FPSC, in which case the terms of said final order  
20 shall apply. At such time, if any, that the Parties cease to be affiliates under relevant FPSC rules or  
21 regulations, the pricing or methodology of pricing then in effect shall continue to apply for a period  
22 of thirty-six (36) months during which time the Parties agree to negotiate in good faith to establish  
23 pricing at then prevailing market rates. Provider shall send invoices or statement of allocation  
24 impact to Customer with 90 days of the service provided.

25 4.2. Non-Recurring Charges. The non-recurring charges ("NRCs") payable by Customer  
26 for each Service shall be stated in each Service Order and, unless otherwise specified in the Service  
27 Order, shall be payable within [REDACTED] after the Acceptance Date.

28 4.3. Recurring Charge Invoices. Provider shall invoice Customer on a monthly basis for  
29 the monthly recurring charges ("MRCs") for each Service. Invoices shall be sent in advance of the  
30 month to which the invoice applies and shall be paid by Customer within [REDACTED] of the  
31 date of such invoice. Should the Customer dispute any of the charges on its monthly invoice, it shall  
32 notify Provider of such disputed charges in writing. The notice shall set forth all details concerning  
33 the disputed charges and reasons for the dispute. Provider and Customer shall attempt in good faith  
34 to resolve any objection to the invoiced amount prior to the payment due date. If the disagreement  
35 cannot be resolved prior to the payment due date, Provider will deliver to Customer an interim  
36 invoice in respect of the undisputed amount and Customer shall pay the invoiced amount minus the  
37 disputed amount on the due date of original invoice. Customer may deliver notice disputing  
38 previously paid charges no later than [REDACTED] after date of the invoice. If the  
39 dispute is subsequently resolved in favor of Provider, Provider shall re-invoice the disputed amount  
40 owed then, including interest at the rate specified in Section 4.4 from the original due date, and  
41 Customer shall pay all amounts agreed or found to be owing to Provider within [REDACTED]  
42 of the date of the reissued invoice.

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1 4.4. Remittance. Payments shall be made by Wire Transfer via the banking information  
2 below which can be updated by Provider by providing written notice to Customer.

3 Bank of America  
4 Houston, Texas  
5 ABA # 111000012  
6 FPL FiberNet, LLC  
7 [REDACTED]

8 4.5. Setoff Rights. Customer shall be entitled at all times to set-off any amount due from  
9 Provider against any amount payable by Customer to Provider.

10 4.6. Taxes. Customer shall be responsible for any applicable federal, state or local sales,  
11 use, excise, gross receipts, universal service, or other taxes, fees, assessments or similar amounts in  
12 connection with the Service furnished to Customer pursuant hereto. Customer shall pay all such  
13 amounts directly to the taxing authority unless the taxing authority requires that Provider collect and  
14 remit payment, in which event Customer shall pay said amounts to Provider and Provider shall remit  
15 such amounts to the authority. Customer represents and warrants that all Services purchased  
16 hereunder are being purchased for use by Customer. Customer agrees that if Customer resells any  
17 part of the Service, by itself or as part of another service offered by Customer, to any end user,  
18 Customer shall notify Provider of such resale and shall collect and remit all universal service fees  
19 due with respect to such services sold by Customer and shall file all applicable reporting forms. To  
20 the extent legally permitted, Provider may seek to reduce its universal service payments on the  
21 Services to reflect the extent of their resale to end users by Customer. Customer and Provider shall  
22 cooperate in taking all reasonable actions necessary to minimize, or to qualify for exemptions from,  
23 any such taxes, duties or liabilities, including the furnishing of certifications that purchases by  
24 Customer are for purposes of resale. Customer shall provide all information to Provider of any  
25 exemption of sales, use or other tax claimed by Customer and shall immediately notify Provider of  
26 any change in Customer's tax status.

27 4.7. Protest. Customer and Provider shall each have the right to protest or appeal any tax  
28 or charge assessed against it by any taxing authority.

29 **ARTICLE V - SERVICE INTERRUPTIONS AND CREDITS**

30 5.1. Allowance for Interruption of Service. Customer shall be entitled to a credit for  
31 periods of Service Outage for the portion of the Market Services which is affected. For the purpose  
32 of determining the amount of allowance, every month is considered to have 30 days and only those  
34 sites affected by the Service Outage shall be considered in determining the number of sites affected.

35 5.2. Notice and Measurement. Service Outages shall be measured from (a) the earlier of  
36 the time Customer notifies Provider that a Service Outage has occurred or the time the Provider  
37 becomes aware of the outage to (b) the time of restoration which is confirmed by the Customer. For  
38 notice purposes, Customer may notify Provider by telephone, telefax, courier or any such similar  
39 expedited notice mechanism. Exhibit D to the Agreement provides the Provider's points of contact  
40 in the event of a Service Outage, provided that Provider may amend the points of contact set out in

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1 Service on the Provider side of the Point of Demarcation are the responsibility of Provider, and  
2 Provider will maintain all such equipment, including P&C Fibers.

3 The Customer shall have the option to request that the Provider, at the Customer's expense  
4 and on "best efforts" verses SLA measurements, provide troubleshooting services on the Customer's  
5 side of the Point of Demarcation. The Customer shall also have the option to request that the  
6 Provider, at the Customer's expense, assist with the connection to the Provider's tie cable at given  
7 sites to facilitate service. For the avoidance of doubt, any assistance provided by the Provider will  
8 not change the original Point of Demarcation.

9 6.4. Off-Net Monitoring. Customer acknowledges that Provider has no ability  
10 independently to test or maintain Service between any locations related to Off-Net Services.  
11 Consequently, if Provider provides such Service, then, notwithstanding anything in this Agreement  
12 to the contrary, Provider's entire duty with respect to such Service shall be to use commercially  
13 reasonable efforts to cause the provider thereof to test and maintain such Service in accordance with  
14 Provider's specifications, and Customer shall not be entitled to any Service Outage credit or  
15 damages of any kind from Provider for any outage of Off-Net Services, except to the extent provided  
16 above in Section 5.4.

17 6.5. Monthly Service Meetings. Provider will host monthly service meetings with the  
18 Customer to review monthly statistics regarding existing circuits, new requests, and outstanding  
19 issues needing resolution and/or escalation. The Customer will present a vendor scorecard (see  
20 Exhibit G) at each meeting that will summarize the Customer's satisfaction with various aspects of  
21 the business relationship. A Provider scorecard (see Exhibit H) will be presented at each meeting  
22 that will summarize the circuit information for the previous month. This data shall reflect not only  
23 the previous month's performance, but also show trend data over time. Provider shall present its  
24 analysis of the performance trends and recommendations to continually improve performance,  
25 reduce cost and increase value to Customer for the following categories (see Provider Scorecard  
26 Metric set forth in Exhibit E): (a) Circuit Availability; (b) Mean Time to Repair; (c) Number of  
27 Incidents; (d) Number of Outages; (e) Number of Outage Minutes; (f) Number of Chronic Failures;  
28 and (g) Number of Service Orders Completed.

29 6.6. Access and Security Provisions. The Parties agree to the access and security  
30 provisions contained in Exhibit C to this Agreement.

31

ARTICLE VII - SERVICE CHANGES

32 7.1. Legal Changes. Upon [REDACTED] prior written notice, Provider shall have the  
33 right, and Customer shall have the right without payment of any termination liability, to terminate  
34 any Service Order entered into under this Agreement if any material rate or term contained in the  
35 Service Order is materially and adversely changed or is found to be unlawful, or the relationship  
36 between the Parties hereunder is found to be unlawful in a final, unappealable legal order or other  
37 determination.

38 7.2. Early Termination of Service Order by Customer. Customer may at its sole option  
39 cancel a Service Order prior to the end of the Service Order Term for any reason, upon [REDACTED]  
40 [REDACTED] written notice to Provider setting out the effective date of cancellation. In the event Customer

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1 shall cancel any Service Order prior to the expiration of the Service Order Term, Customer shall  
2 remit to Provider on demand as liquidated damages, and not as a penalty, the following sums (a) all  
3 costs, fees and expenses reasonably incurred in connections with establishing service to Customer;  
4 plus (b) any disconnection, early cancellation or termination charge reasonably incurred by Provider  
5 on behalf of Customers; (c) any terms with regard to minimum usage to which the Customer has  
6 agreed; and (d) the reasonable costs for removal of all equipment specially ordered to service  
7 Customer.

8 7.3. Renewals. Unless specified otherwise in the Service Order, a Service Order will  
9 automatically renew on a month-to-month basis at the existing rate unless canceled by Provider or  
10 Customer with at least thirty (30) days written notice to the other.

11 **ARTICLE VIII - BREACH AND REMEDIES**

12 8.1. Default. A Party shall be in Default under this Agreement if:

13 a. Such Party fails to make a payment when due and such failure continues for more  
14 than [REDACTED] after written notice.

15 b. Such Party fails to perform any obligation required under this Agreement and such  
16 failure continues for more than [REDACTED] after written notice, provided that if the breach is of  
17 such a nature that it can not be cured within [REDACTED] then such Party shall not be in Default  
18 so long as it commences to cure within such period of time and thereafter diligently and  
19 continuously pursues such cure to completion.

20 c. Such Party fails generally to pay its debts as such debts become due, or admits in  
21 writing its inability to pay its debts as such debts become due, or makes any general assignment for  
22 the benefit of creditors.

23 d. There is commenced by such Party any case, proceeding, or other action seeking  
24 reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts  
25 under any law relating to bankruptcy, insolvency, or reorganization, or relief of debtors, or seeking  
26 appointment of a receiver, trustee, custodian, or other similar official for it or for all or any  
27 substantial part of its property.

28 e. There is commenced any case, proceeding or other action against such Party seeking  
29 to have any order for relief entered against such Party as debtor, or seeking reorganization,  
30 arrangement, adjustment, liquidation, dissolution or composition of such Party or its debts under any  
31 law relating to bankruptcy, insolvency, reorganization, or relief of debtors, or seeking appointment  
32 of a receiver, trustee, custodian, or other similar official for such Party or for all or any substantial  
33 part of the property of such Party, and

34 (i) such Party shall, by any act or omission, indicate its consent to, approval of, or  
35 acquiescence in such case, proceeding or action, or

36 (ii) such case, proceeding or action results in the entry of an order for relief which  
37 is not fully stayed within seven (7) business days after the entry thereof, or

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(iii) such case, proceeding or action remains un-dismissed for a period of thirty (30) days or more or is dismissed or suspended only pursuant to section 305 of the United States Bankruptcy Code or any corresponding provision of any future United States Bankruptcy law.

8.2. Remedies. Upon the occurrence of a Default, the non-Defaulting Party may seek any and all remedies available at law and/or equity, except to the extent any such remedy is specifically limited or prohibited by this Agreement, and may terminate this Agreement and all Service Orders or may terminate any one or more Service Orders to which the Default is related.

8.3. Suspension of Service. When payment in full, less any disputed amounts as provided above, is not made by Customer on or before any due date, Provider, in its sole discretion, shall have the right, on and after the [REDACTED] after Provider has given Customer written notice of nonpayment, in addition to exercising any remedies available for such Default, to suspend Service to Customer (either completely or only with respect to any affected Service Order or Service Orders) until such time as Customer has paid all arrearage.

8.4. Prohibited Use. If Customer uses any Service in a manner that is a violation of law or that interferes with the operation of Provider's Network, and if Customer does not cease such objectionable use immediately after receipt of notice from Provider, Provider shall have the right to suspend its provision of the relevant Service to Customer until Customer provides assurances reasonably acceptable to Provider that such use is not or no longer shall be in violation of applicable law or will no longer interfere in the operation of the Provider Network.

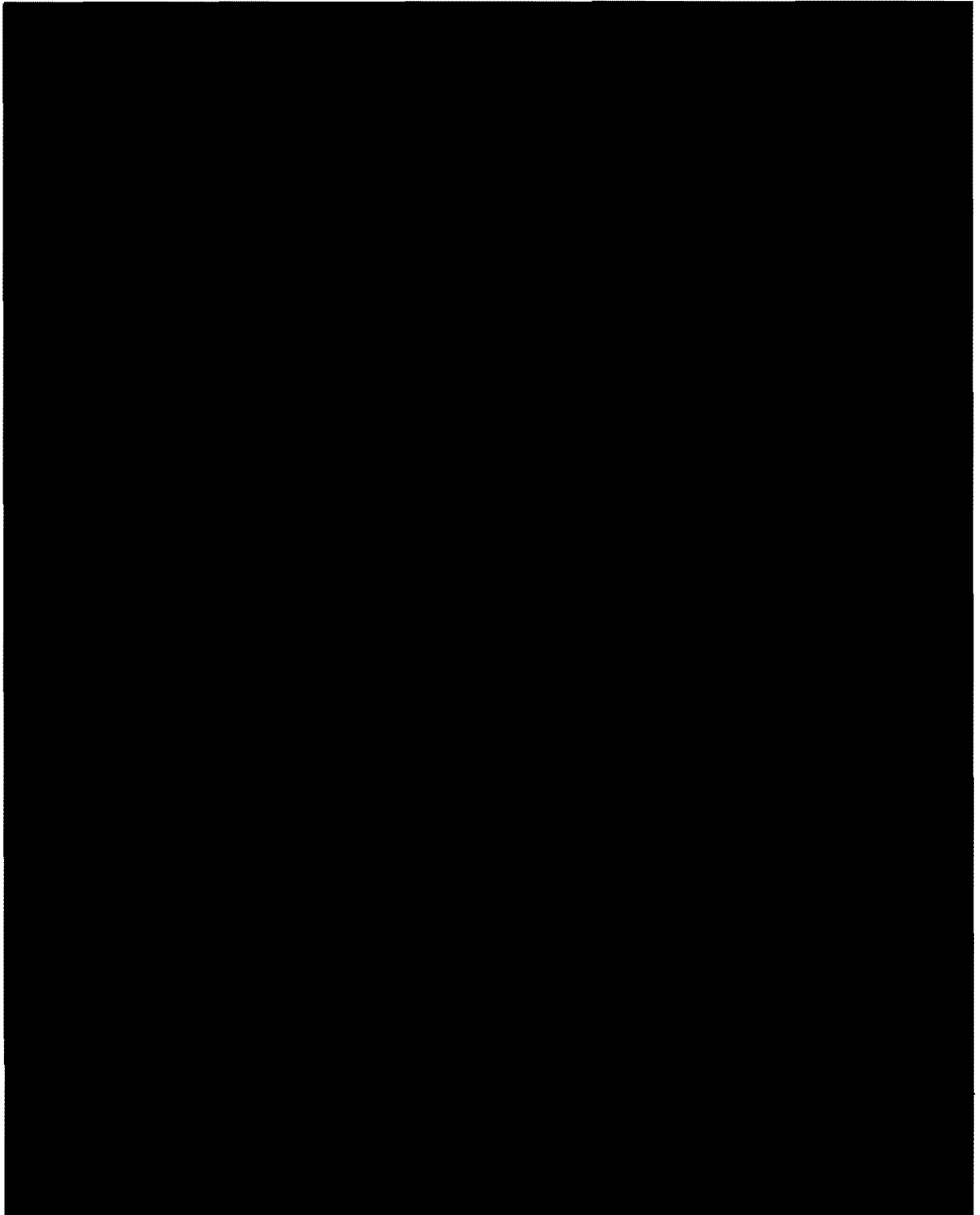
ARTICLE IX - WARRANTIES; LIMITATION OF LIABILITY

9.1. Representations of the Parties. Provider hereby represents and warrants to Customer that Provider has been duly formed and is in good standing in the state of its organization, that Provider is qualified to do business in the States where the Services will be delivered, and that the execution of this Agreement by Provider has been duly authorized in compliance with Provider's organization documents and procedures. Customer hereby represents and warrants to Provider that Customer has been duly formed and is in good standing in the state or country of its organization, that Customer is qualified to do business in the States where the Services will be delivered, and that the execution of this Agreement by Customer has been duly authorized in compliance with Customer's organization documents and procedures.

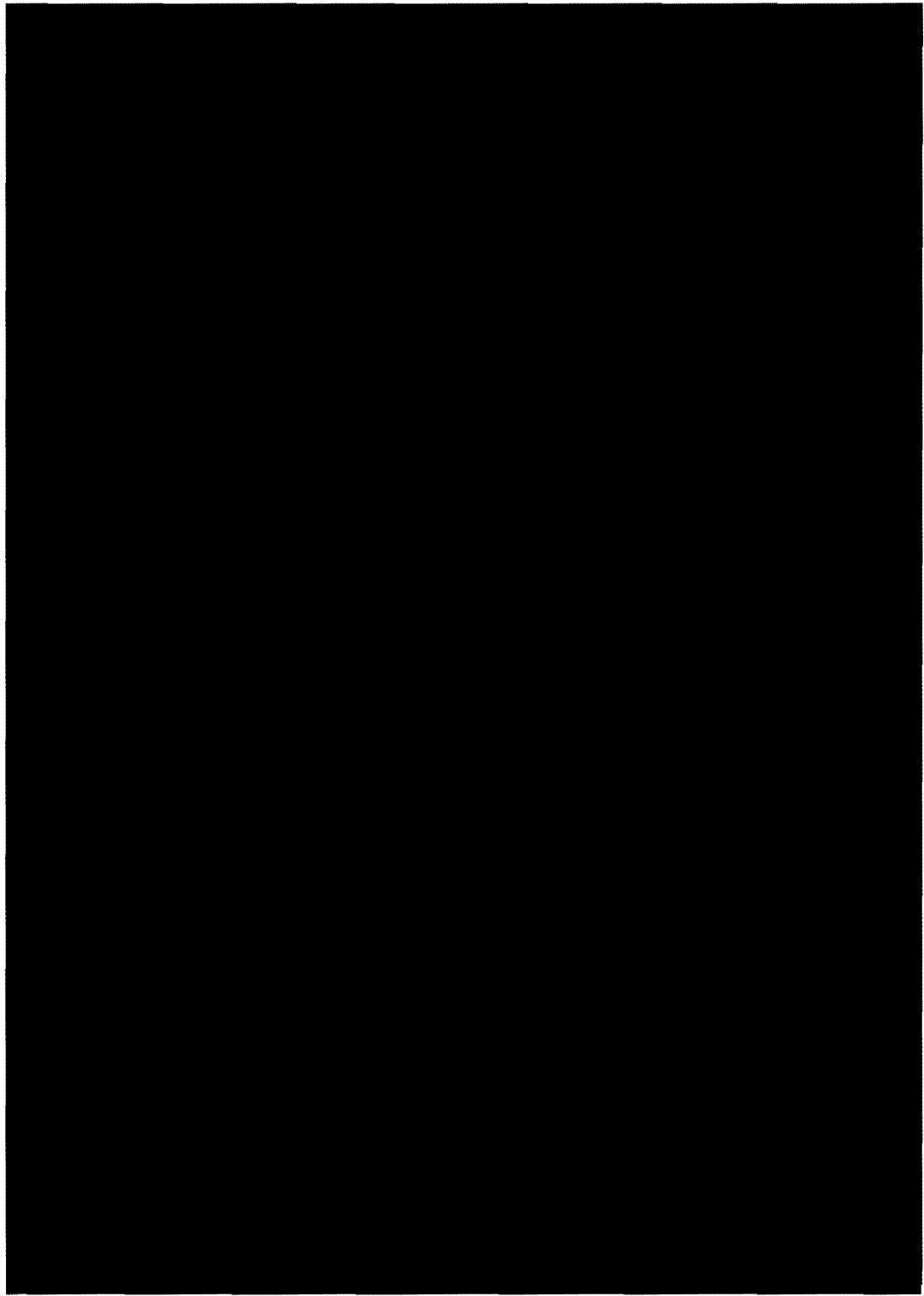
9.2. Warranties of the Parties. Provider warrants that the Services furnished shall be performed in accordance with standards of care, skill and diligence consistent with (i) recognized and sound industry practices, procedures and techniques; (ii) all applicable laws and regulations; (iii) the specifications, documents and procedures applicable to the Services; and (iv) the degree of knowledge, skill and judgment customarily exercised by professional firms with respect to services of a similar nature. Provider shall ensure that all replacement cable and splices used for P&C functions shall meet the requirements and technical specifications of the terminal equipment. All fibers in a cable that has been repaired shall be tested for compliance and the results documented. Test reports, together with all testing records, will be provided to Customer. Provider shall be responsible for the cost of rework or repairs, if any, to be made to the P&C Fibers if such rework or repair is required due to Provider's non compliance with the warranties provided herein.



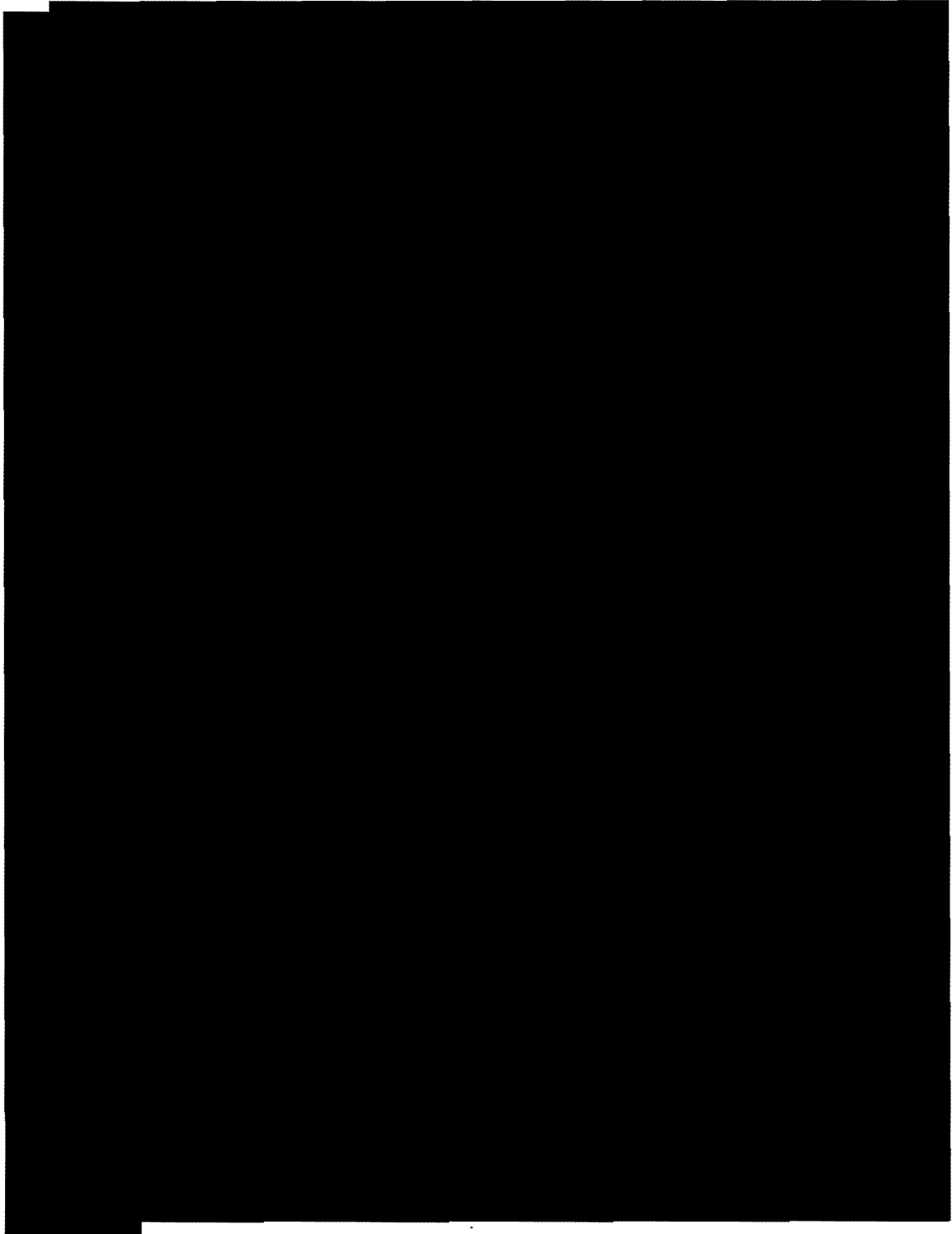
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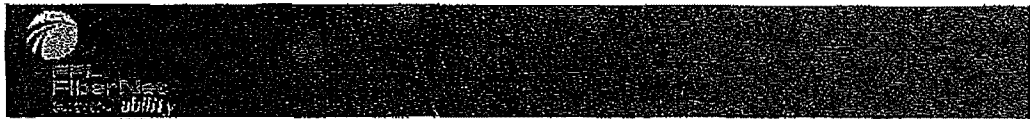
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EXHIBIT D

NOC Escalation List

Provider will maintain the NOC Escalation List up to the President level of the organization and will name replacements in a timely fashion.

NETWORK OPERATION CENTER 866-553-4237 (opt 1)  
8-845-7293 (Internal)  
8-552-2222 (Internal)  
Nextel Phone 305-796-7348  
Nextel Radio 158\*101\*483



GENERAL INFORMATION  
Call our Customer Support organizations Monday through Friday from 8:00 A.M. to 5:00 P.M. EST.  
Sales and Customer Care: 1-866-STEAMDS (1-866-787-6637)  
Email Address: [help\\_customercare@pl.com](mailto:help_customercare@pl.com)  
Fax for service orders: 1-866-838-9170

To report trouble 24 hours a day, 7 days a week, please contact our NOC at 1-866-553-4237 (opt. 1), 768-545-7282 or 305-562-2222.

ACCOUNT TEAM

CONTACT NAME	ESCALATION LEVEL	JOB TITLE	INTERNAL WORK TEAM OR ORGANIZATION	EMAIL ADDRESS	WORK PHONE	CELL PHONE	FAX
[Redacted]							

CUSTOMER CARE

CONTACT NAME	ESCALATION LEVEL	JOB TITLE	INTERNAL WORK TEAM OR ORGANIZATION	EMAIL ADDRESS	WORK PHONE	CELL PHONE	FAX
[Redacted]							

PROVISIONING

CONTACT NAME	ESCALATION LEVEL	JOB TITLE	INTERNAL WORK TEAM OR ORGANIZATION	EMAIL ADDRESS	WORK PHONE	CELL PHONE	FAX
[Redacted]							

SERVICE ASSURANCE

CONTACT NAME	ESCALATION LEVEL	JOB TITLE	INTERNAL WORK TEAM OR ORGANIZATION	EMAIL ADDRESS	WORK PHONE	CELL PHONE	FAX
[Redacted]							

BILLING

CONTACT NAME	ESCALATION LEVEL	JOB TITLE	INTERNAL WORK TEAM OR ORGANIZATION	EMAIL ADDRESS	WORK PHONE	CELL PHONE	FAX
[Redacted]							

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**EXHIBIT E**

**Severity Levels**

**Definition of Severity Levels:**

**General comments:**

All trouble tickets will be opened with Provider by placing a phone call to the Provider NOC, [REDACTED]

For all tickets opened, once communication is initiated between Provider and the Customer, both parties will ensure that the trouble ticket is opened under the same severity level and both trouble tickets will match.

When a trouble ticket is opened and requires access to a site is not available until normal business hours, both Customer and Provider will agree to downgrade the ticket until access to the site is available. At the time access is available, the original ticket will be closed and new ticket will be opened with the appropriate severity level.

**Post Mortem Requests:**

After the resolution of a circuit trouble, the Customer may request a post mortem, or any other type of summary of events from Provider. Within three business days, Provider will respond with an initial summary of events to the Customer. As a guideline, the Customer is requesting to have an automatic summary of events on each circuit trouble resolution that exceeds the allotted timeframe for resolution.

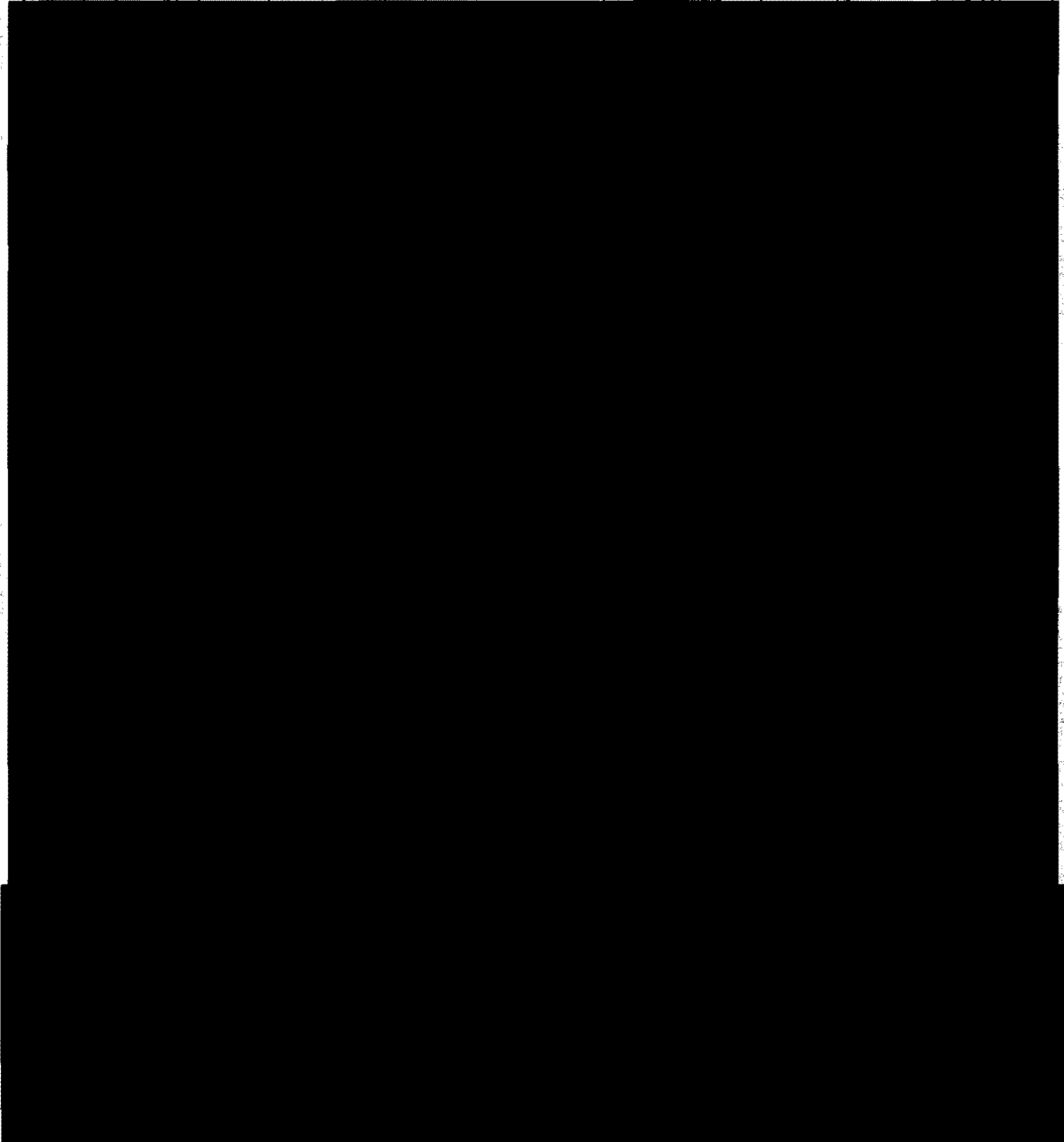
**Severity Level Category Table:**

Severity Level Category	Description	Response Definition	Response Compliance	Resolution Definition	Resolution Compliance
[REDACTED]					

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Severity Level Category	Description	Response Definition	Response Compliance	Resolution Definition	Resolution Compliance
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**Severity Level Category Table – P&C Fibers:**

**Transmission Station Contact Information:**

TPDC (Transmission Performance & Diagnostic Center) 561-694-4995  
System Operator 305-442-5744  
To report trouble 24 hours a day, seven days a week, please contact the numbers above.

**Provider Scorecard Metric Definition Table:**

Scorecard Metric	Calculation	Target	Measurement Period
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Scorecard Metric	Calculation	Target	Measurement Period
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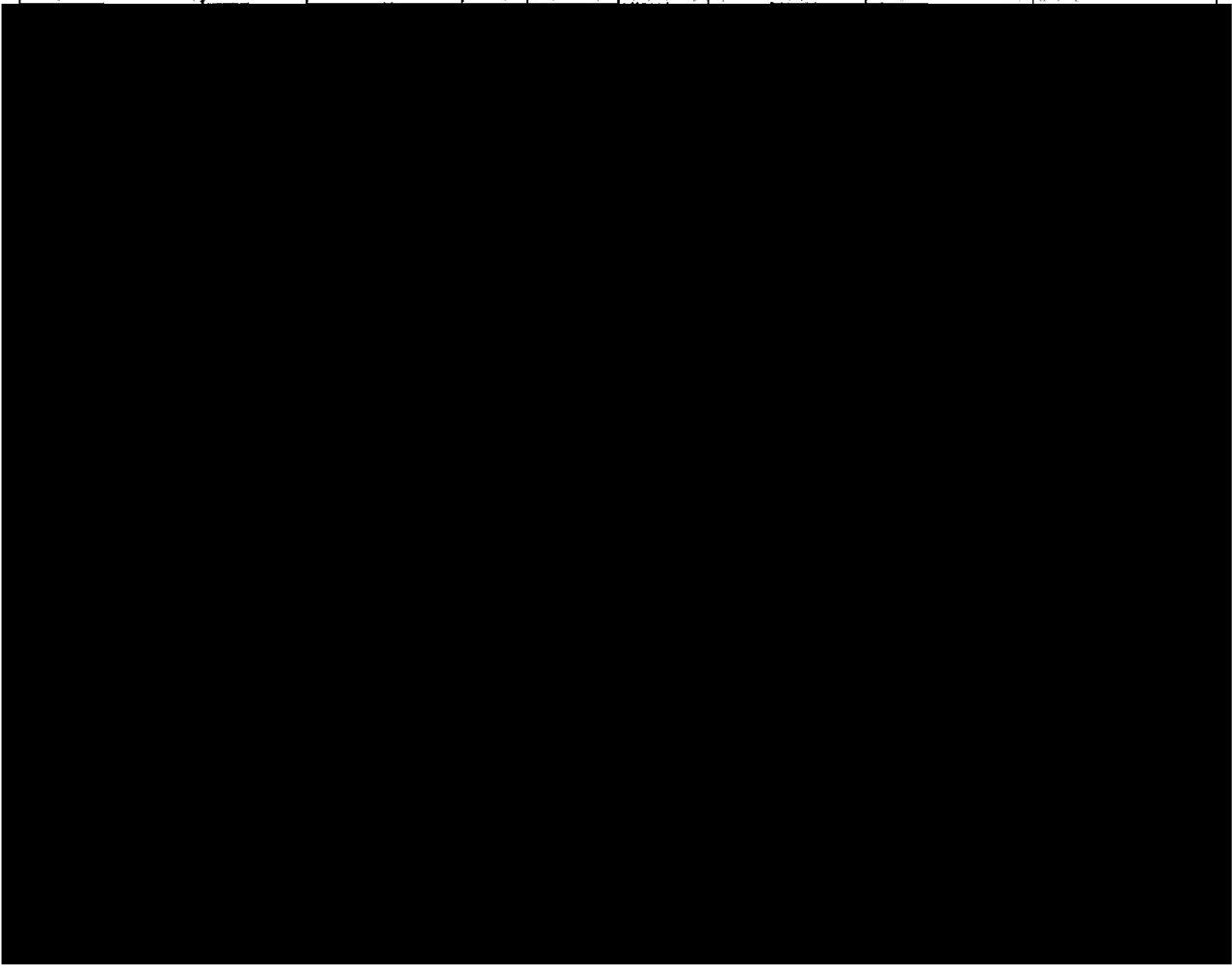
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**EXHIBIT F**

**Provider Demarcation Database Table**

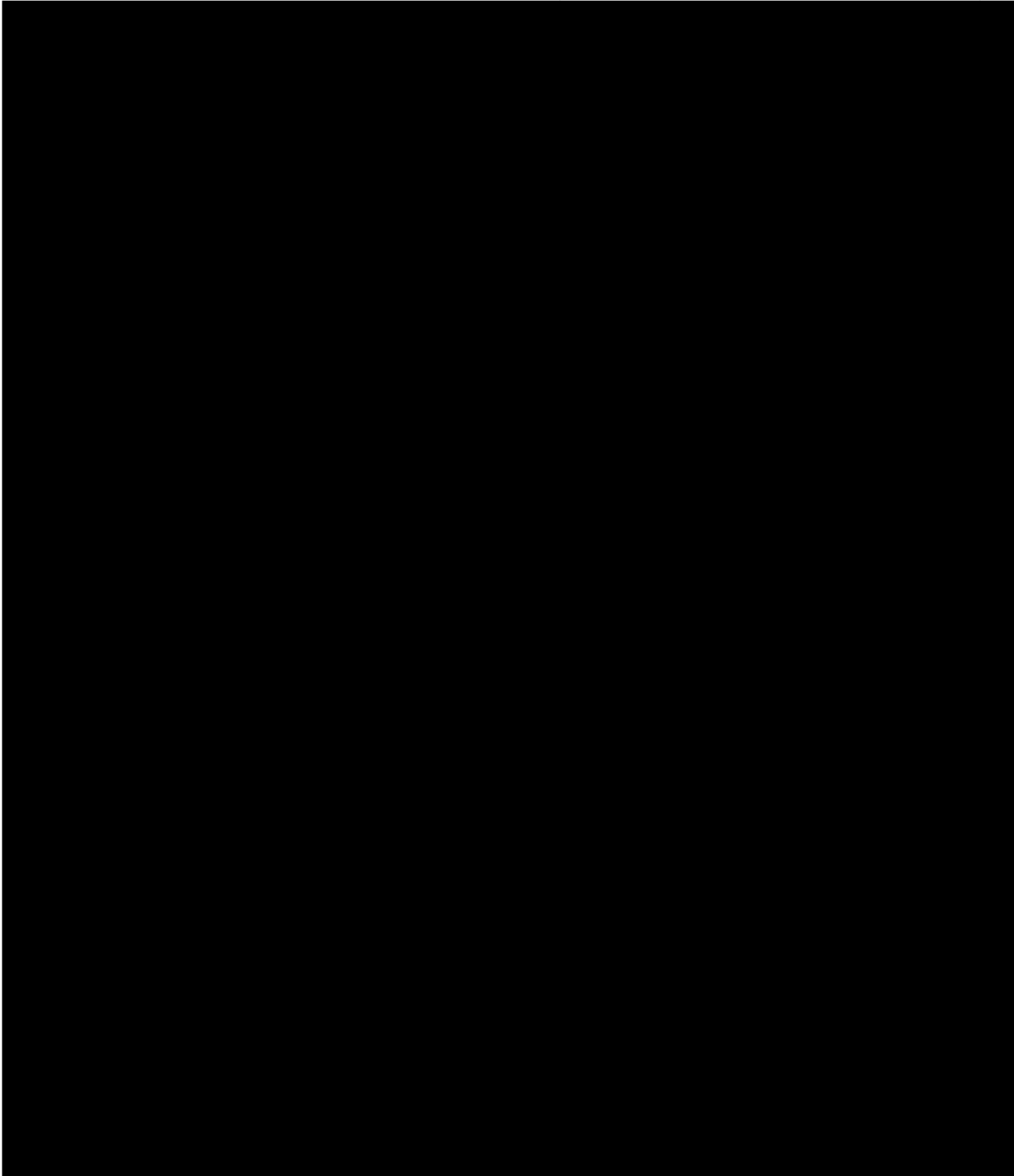
In the event that the Provider's point of demarcation is not co-located with the Customer's equipment point of demarcation, Provider will troubleshoot circuit troubles as close as practical to the Customer's equipment. Provider will not be responsible for repairing any facilities between Provider's point of demarcation and the Customer's equipment.

<u>Location Name</u>	<u>Location Code</u>	<u>Building DMARC point</u>	<u>Floor</u>	<u>Suite</u>	<u>Room</u>	<u>Other Comments</u>	<u>Location Address</u>	<u>City/Zip</u>
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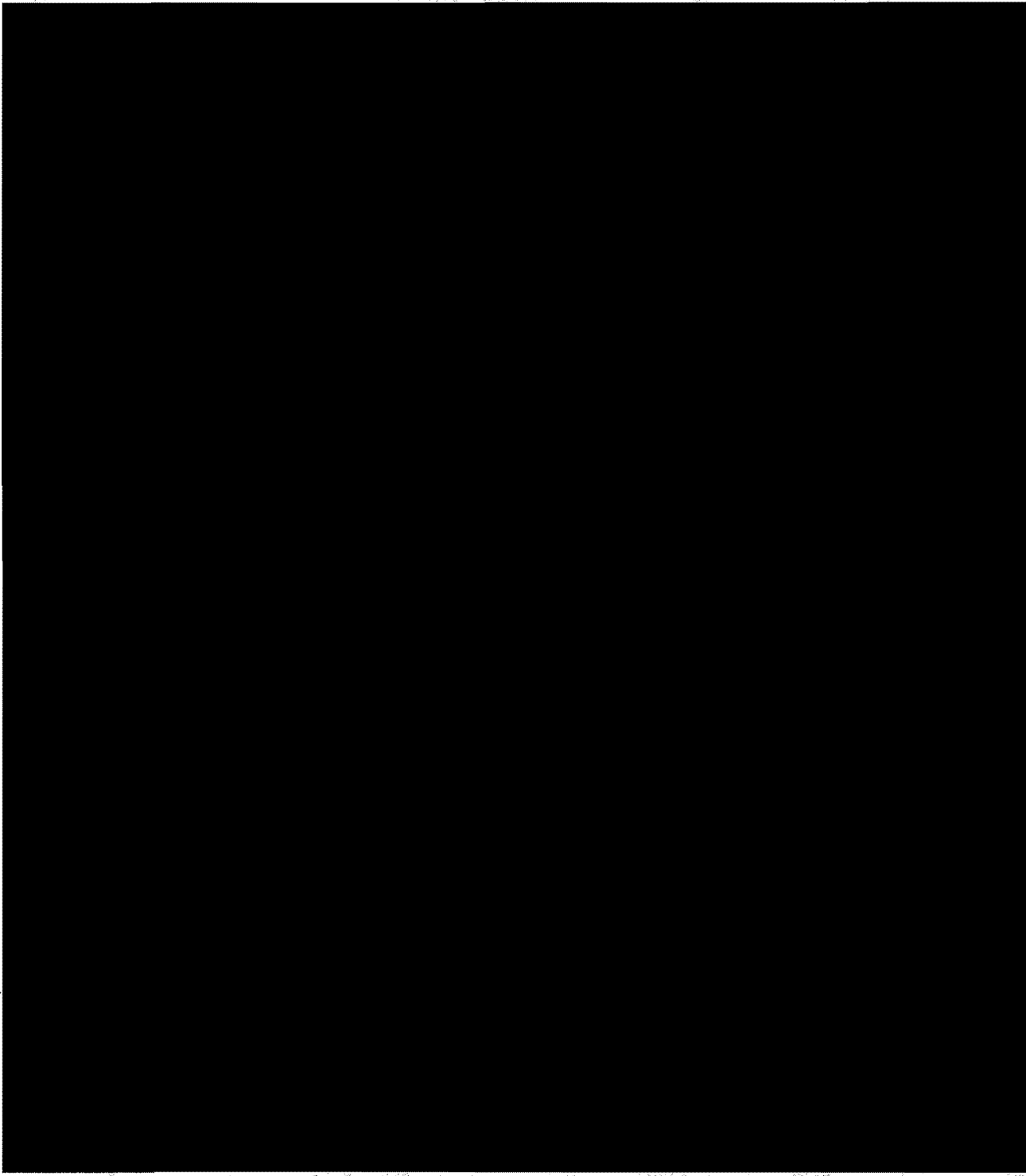
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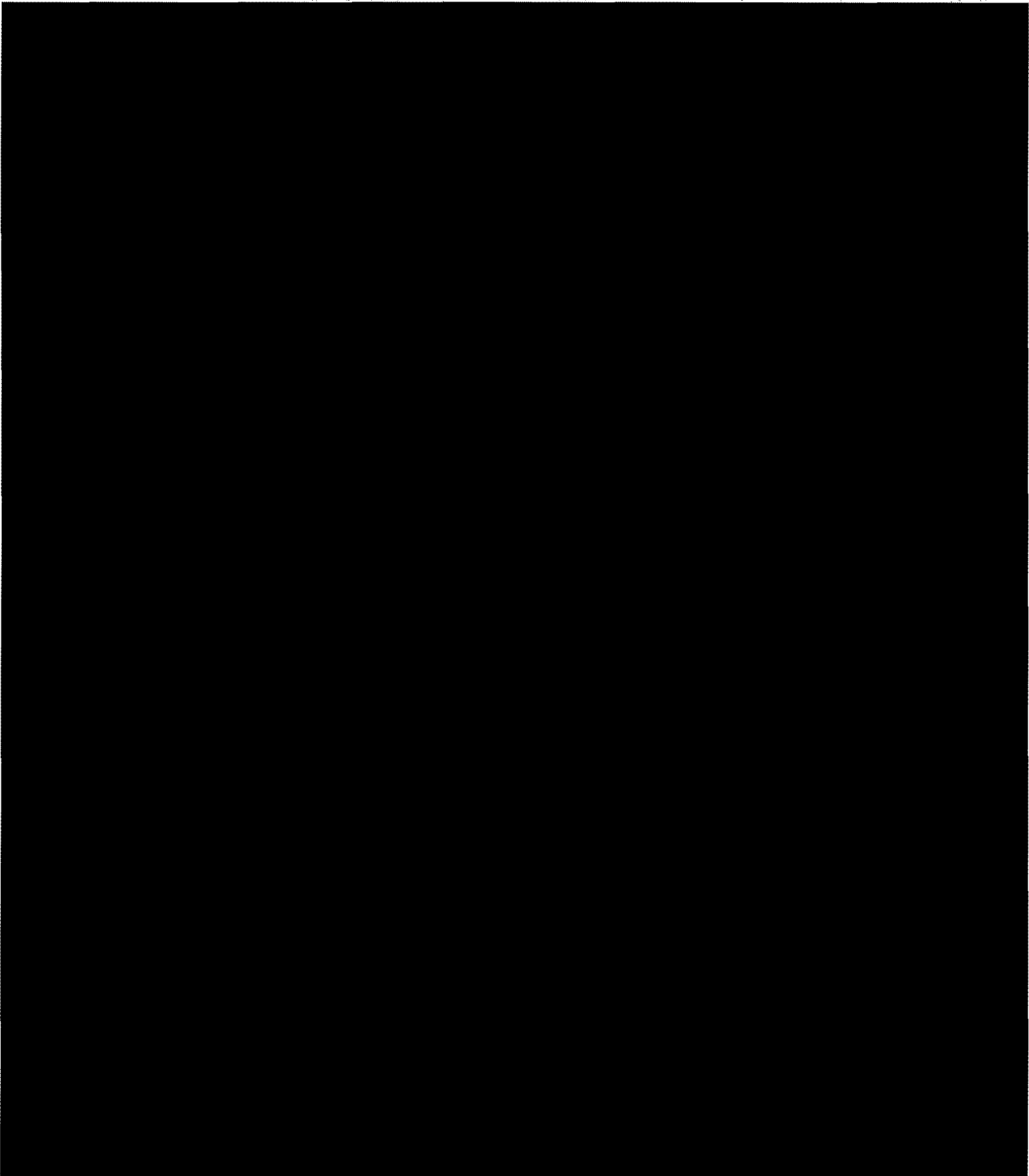
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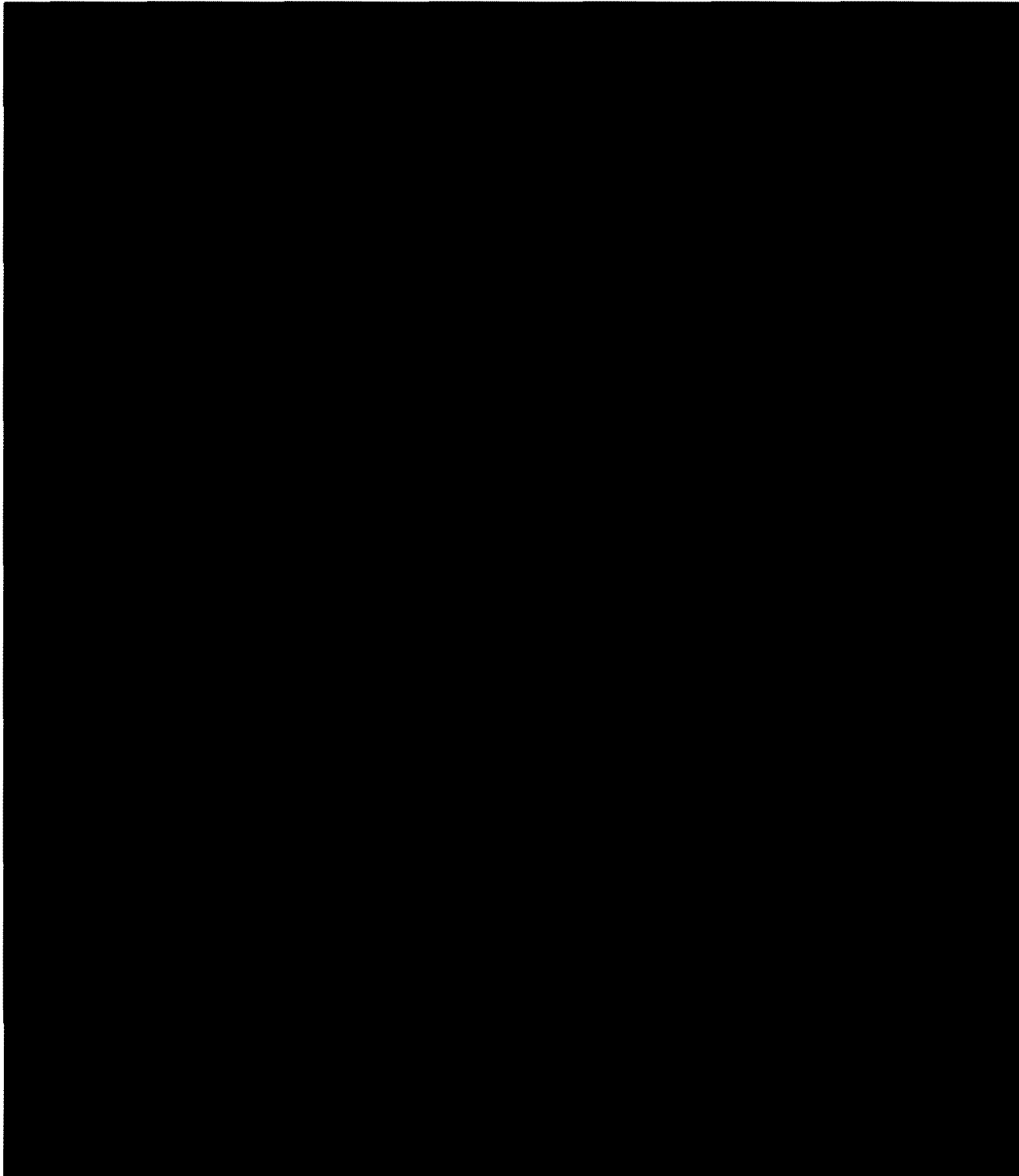
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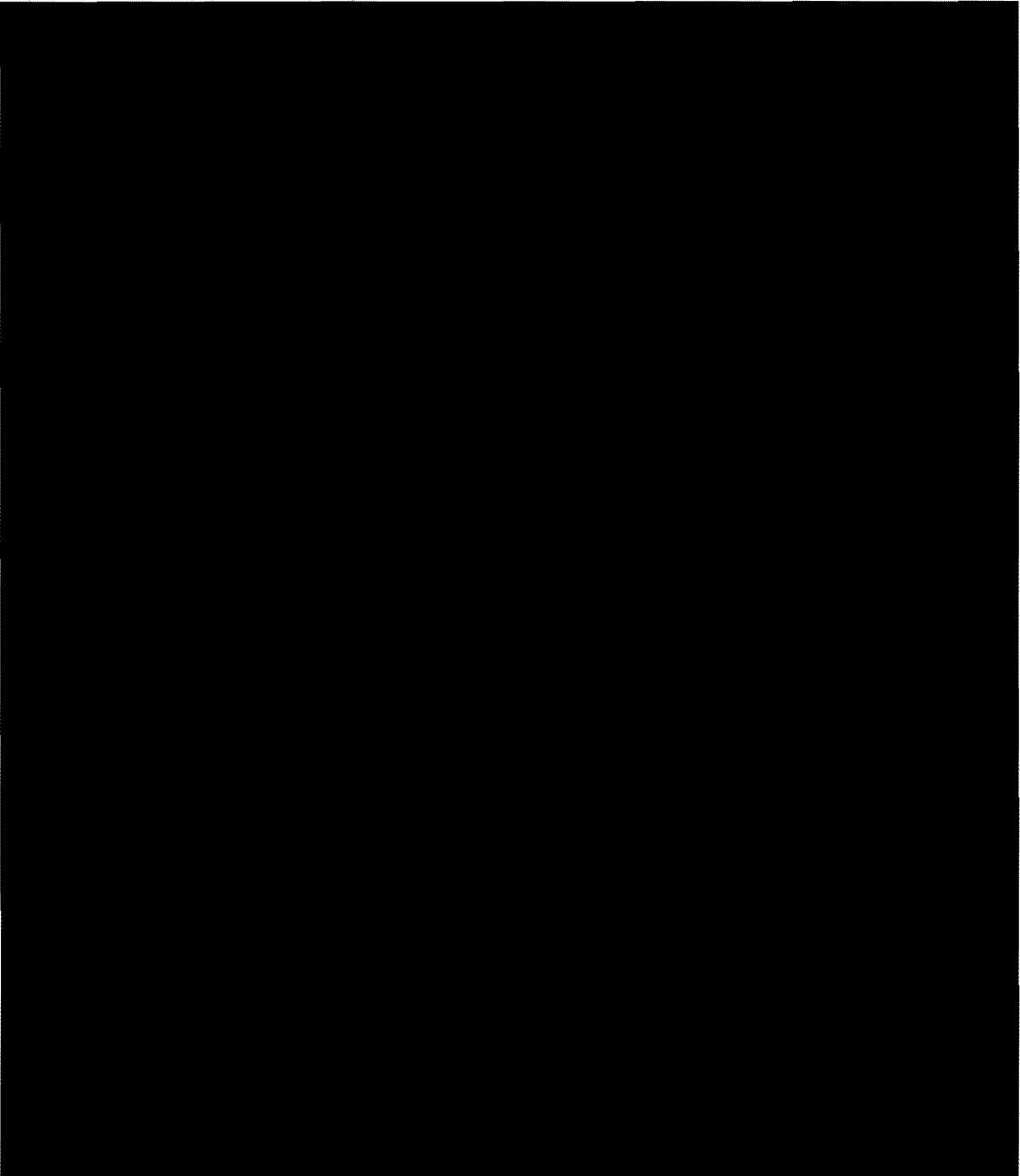
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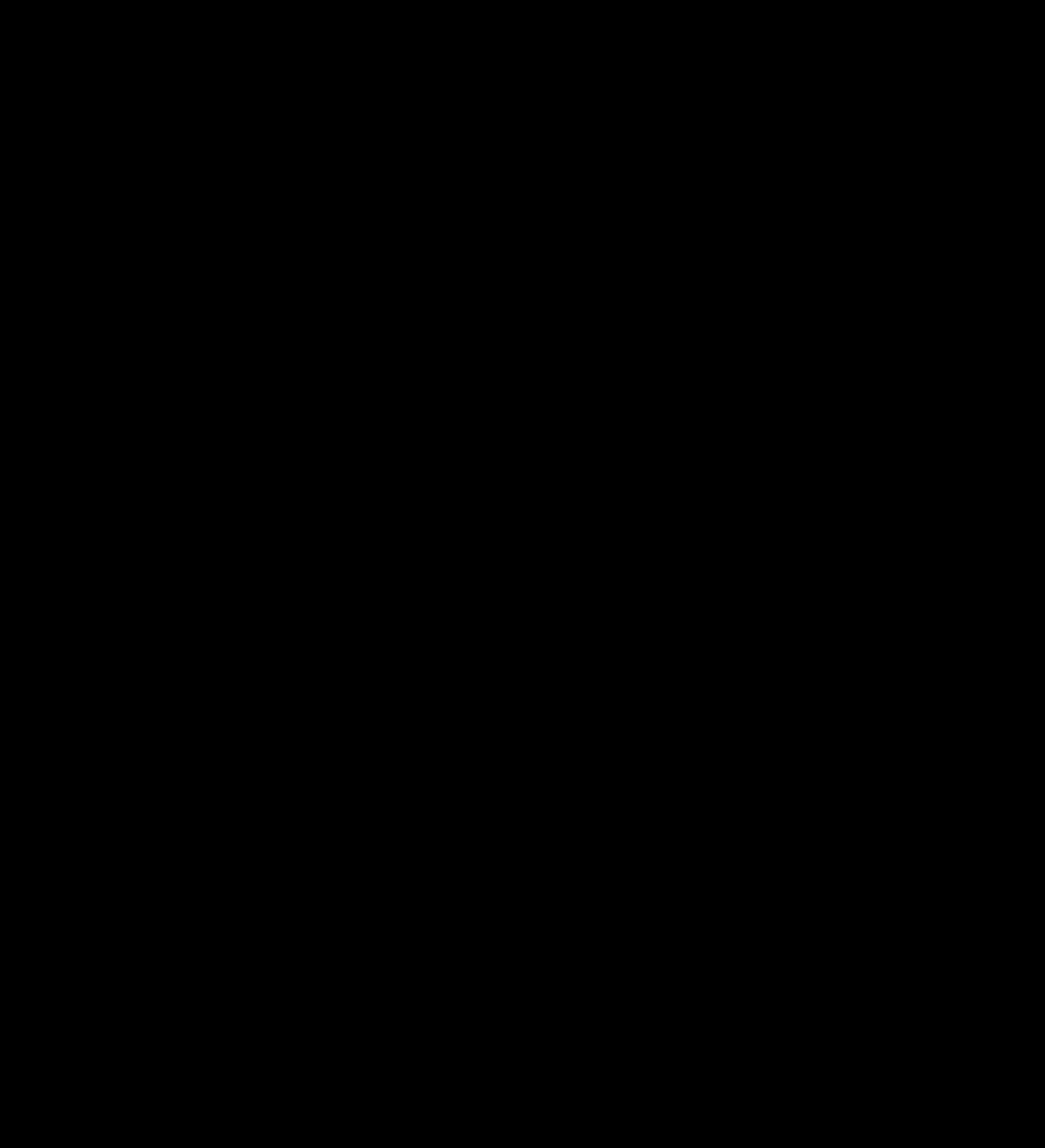
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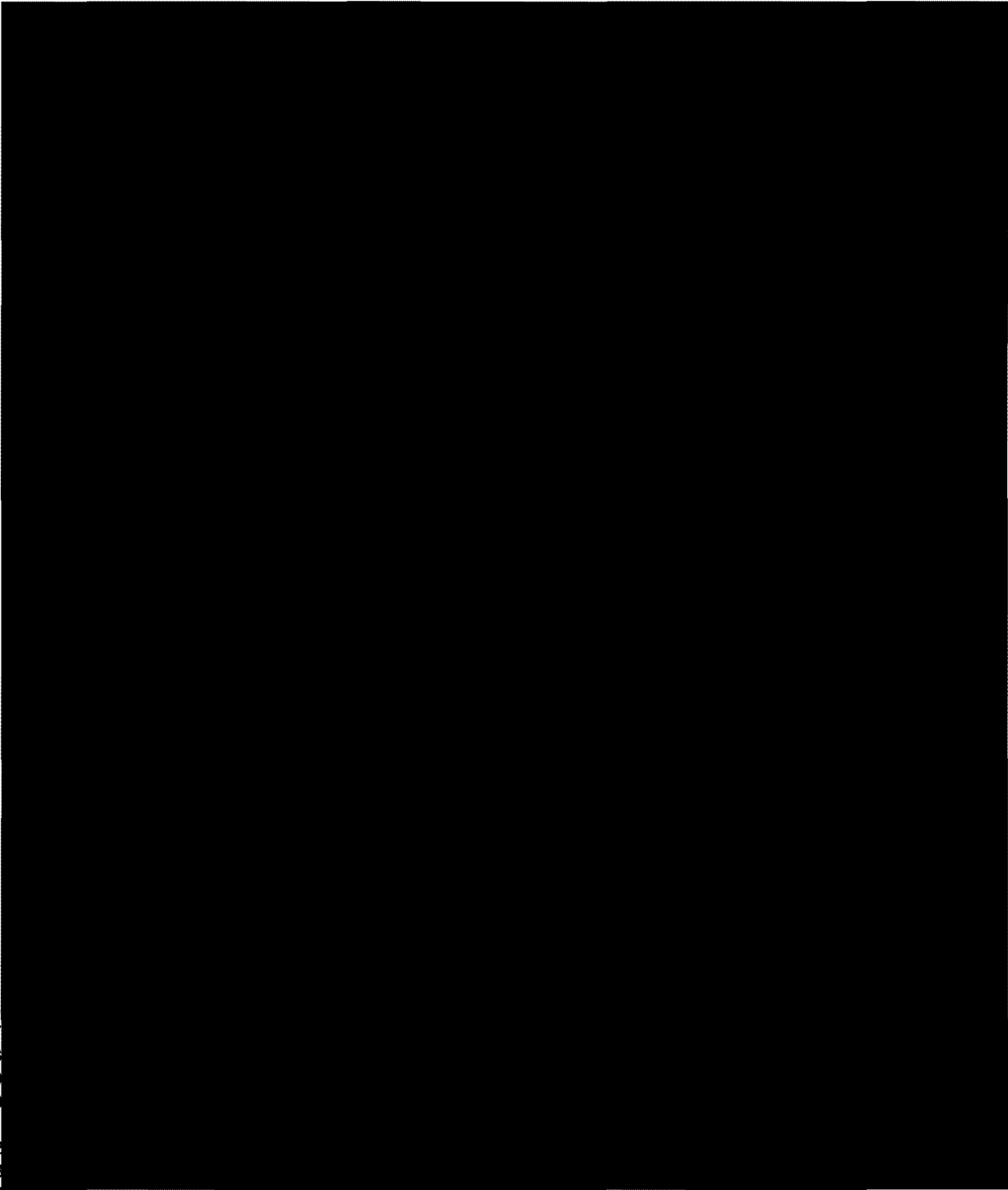
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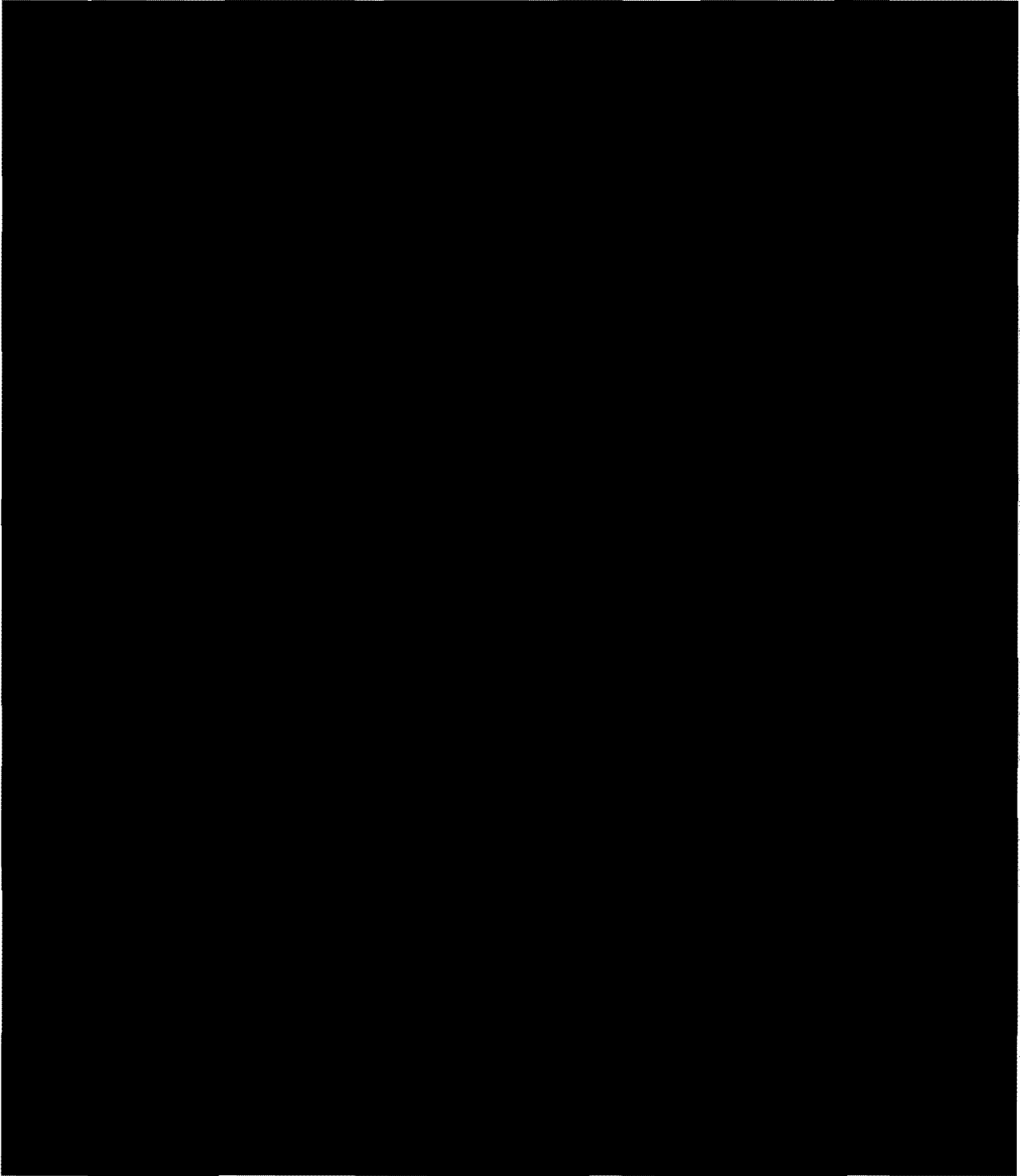
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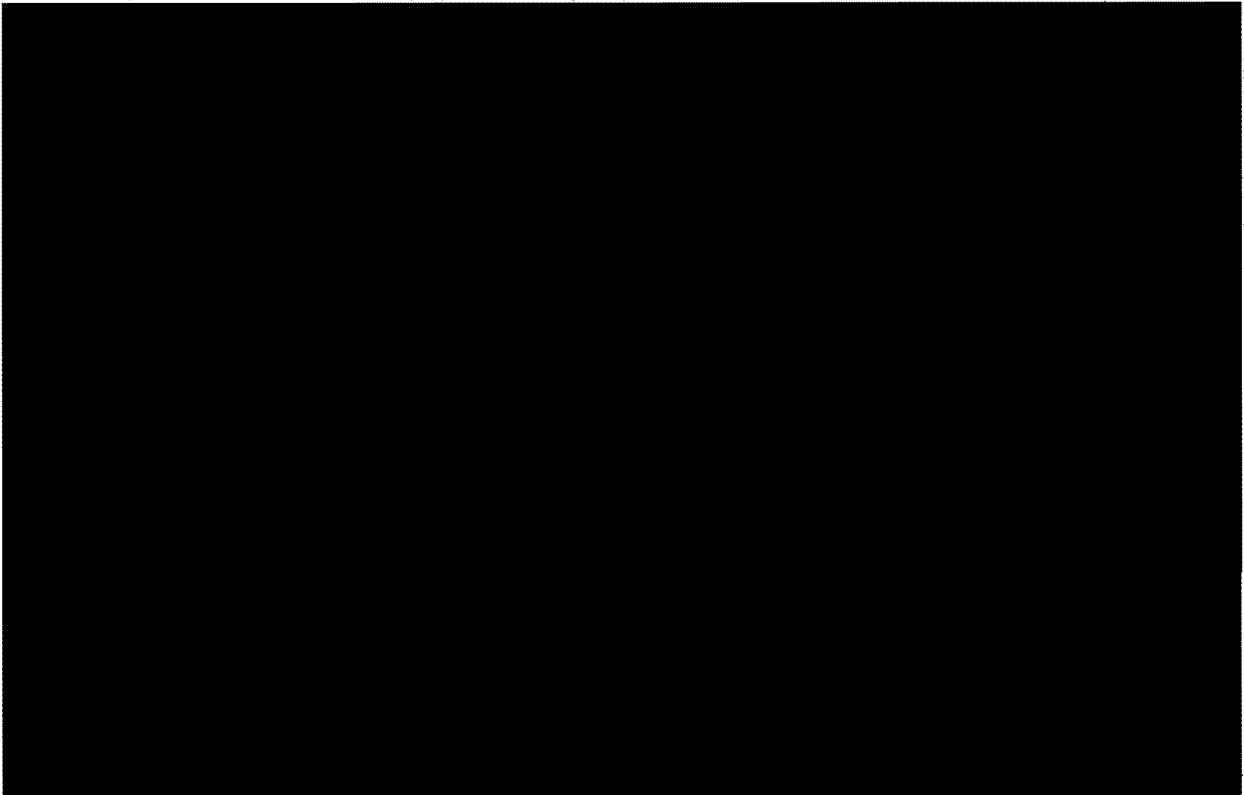
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EXHIBIT G

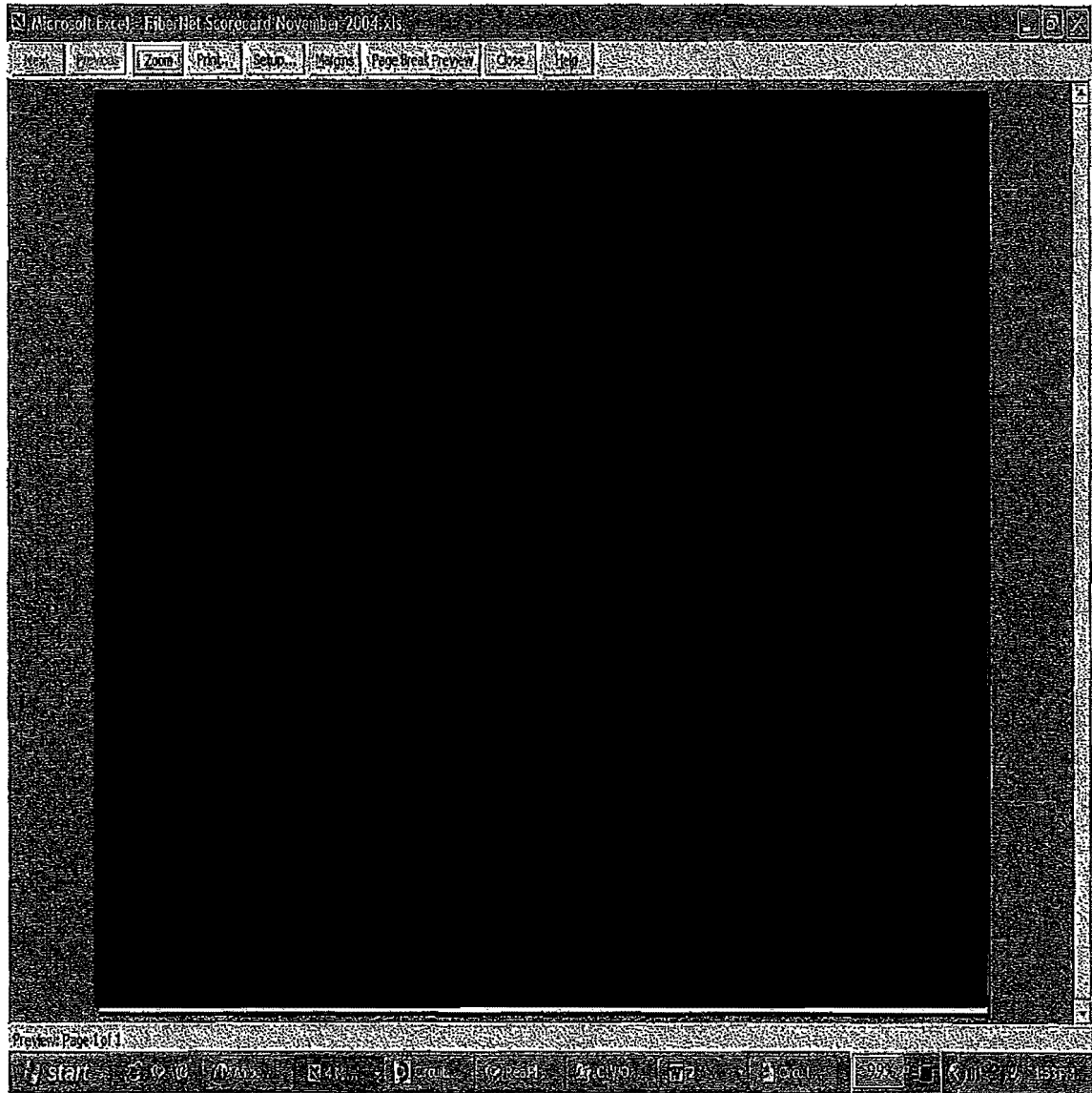
Customer Vendor Scorecard

Customer Vendor Scorecard Score	Performance	Remarks
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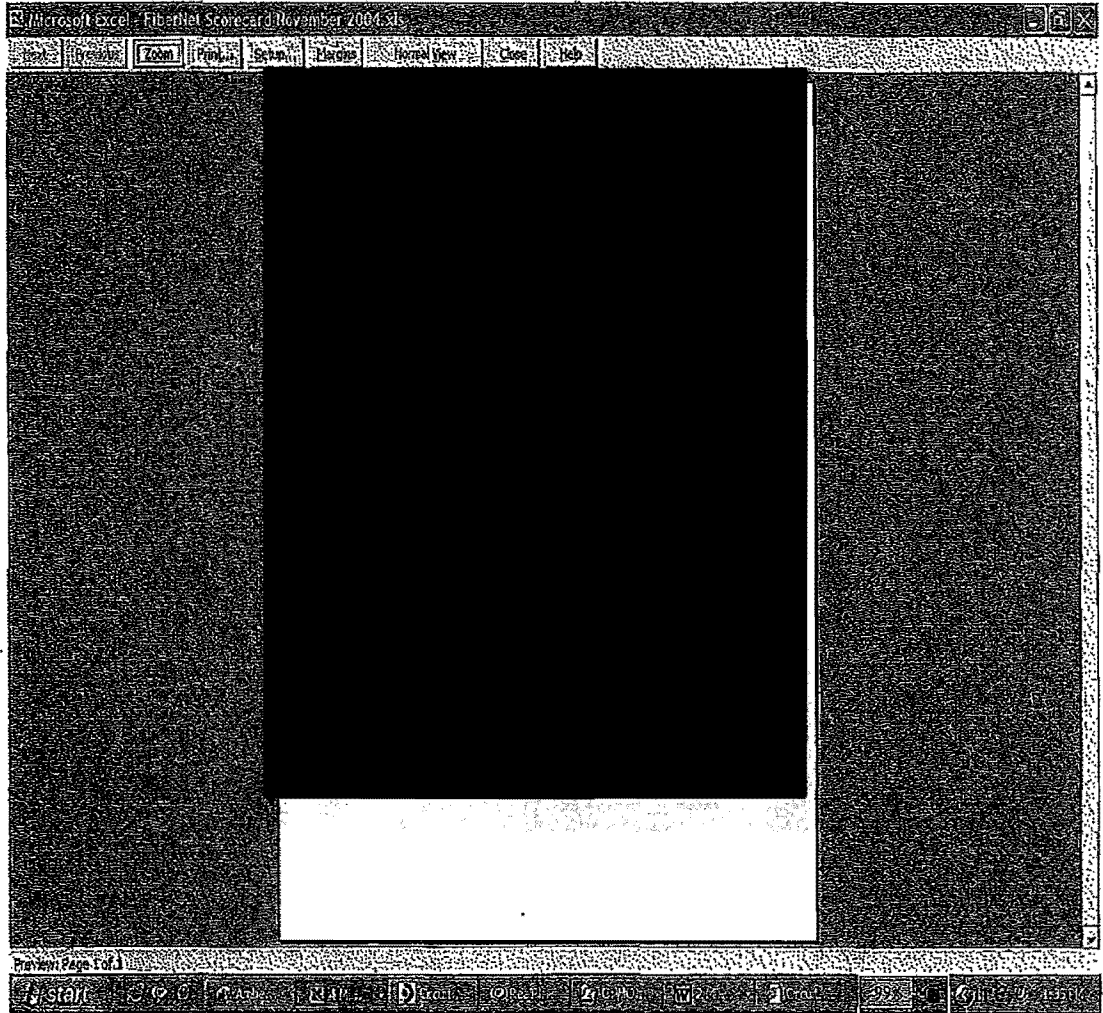
EXHIBIT H  
Provider Scorecard

Page 1 of the Provider Scorecard:



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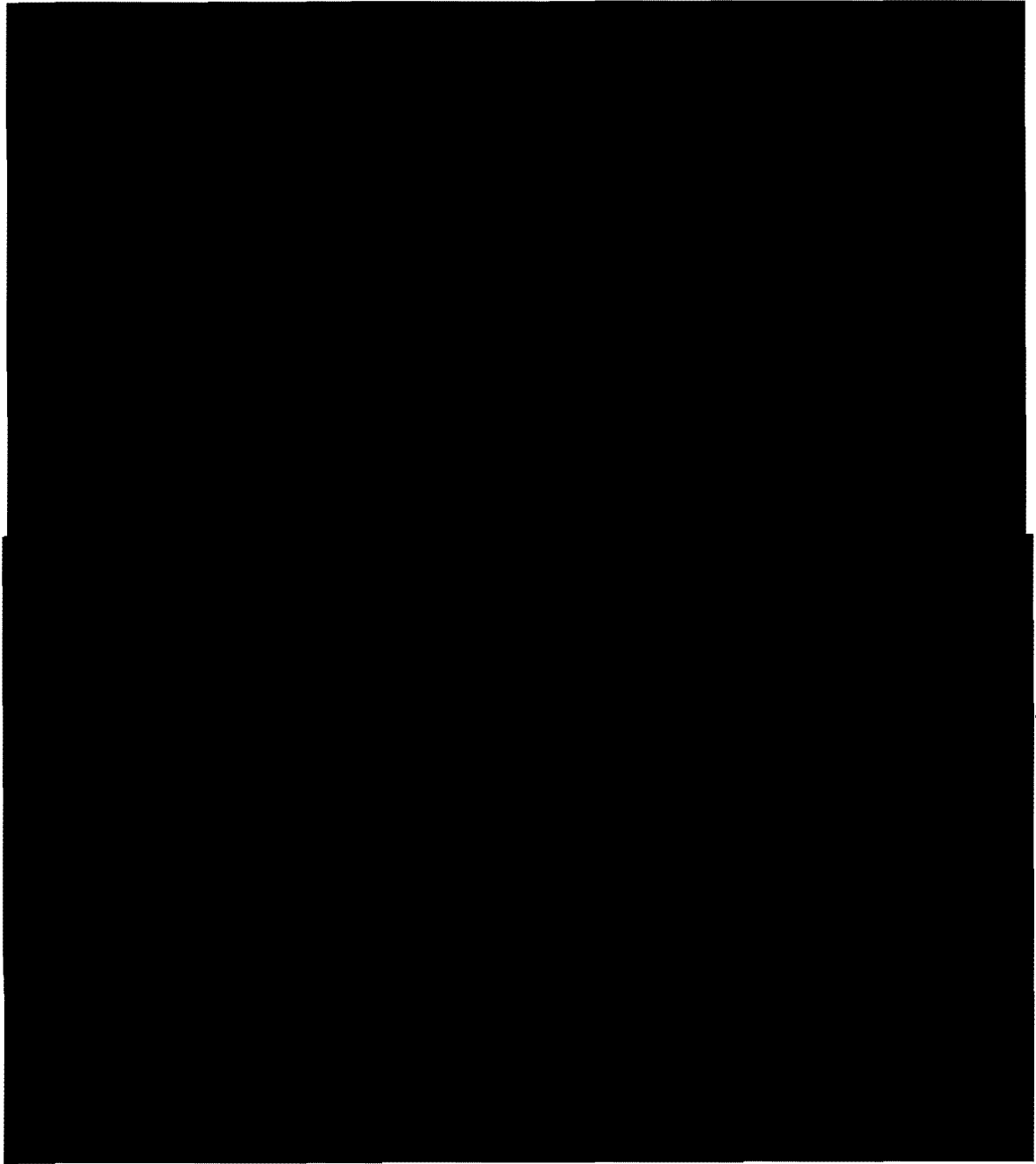
Page 2 of the Provider Scorecard:



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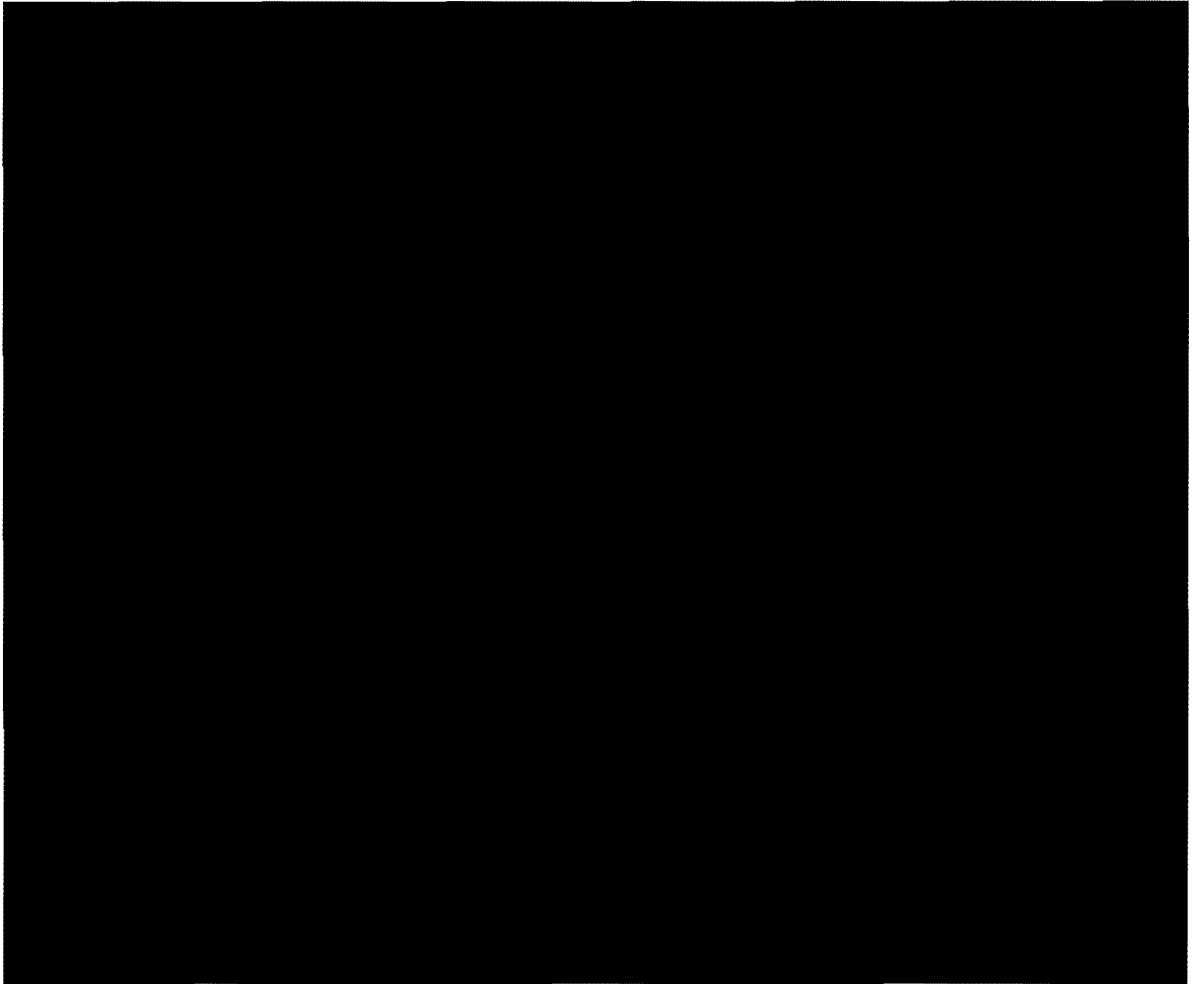
**EXHIBIT I**

**Pricing**



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Enterprise Agreement  
See General Information Section

Page No: 4 / 5  
Purchase Contract:  
4600010768

Contract Number: 4600010768  
Vendor Name: FLORIDA POWER &

General Information

Changes to the language, conditions, and/or terms of this Contract shall only be approved upon written receipt of a Change Form issued by Purchaser's ISC Department.

Changes within the scope of a Purchase Document shall only be approved upon receipt of a properly authorized Change Form issued by Purchaser.

COMPANY REPRESENTATIVES:

All Work is subject to the approval and acceptance of the Purchaser Company Representative.

The Purchaser Company Representative (and alternate Company Representative, if any) shall be designated on the Purchase Document when issued by Purchaser for the specific Work. In the absence of any specific language, the issuer of the Purchase Document shall be deemed to be the Purchaser Company Representative.

Supplier Company Representative is Mr. John Kahl at telephone: 772-597-7288 (office) and email: john.kahl@fpl.com.

CONTRACT PRICING AND RATES:

All pricing is firm for the Contract Term.

- 2.6 Flow Sleeves Repairs (scope outlined above): [REDACTED]
- 2.6 Gas Only Fuel Nozzles D&I/Clean & Install (scope outlined above): [REDACTED]
- 2.6 Gas Only Fuel Nozzles Overhaul (scope outlined above): [REDACTED]

INVOICE INSTRUCTIONS:

Invoice instructions or requirements shall be indicated on the Purchase Document.

PAYMENT TERMS:

Payment terms are due immediately upon request from receipt of correct invoice and required documentation.

SALES AND USE TAXES:

Excluding rental equipment, the repair services provided under the Contract are not subject to sales and use tax. Rental equipments subject to sales and use tax. For clarity on invoices, Supplier shall invoice in a manner that allows for taxable item charges (i.e. rental equipment) to be separated from the remaining non-taxable item charges (i.e. labor/services).

If required by applicable law, Purchaser will provide Supplier with the appropriate documentation to support the exemption.

Supplier is responsible for any sales or use Tax related to the items purchased or rented for their own consumption and not for the benefit of Purchaser.

Supplier shall bill in accordance with sales and use tax laws of the applicable state.

ACKNOWLEDGEMENT COPY:

As a duly authorized representative, the undersigned acknowledges and accepts the terms of this document, its attachments, and references:

Accepted By:

Supplier Company Name: FPL FABRICATED OUTAGE SERVICES

Name of Authorized Representative: JOHN KAHL

Signature of Authorized Representative: [Signature]

Title of Authorized Representative: MANAGER

JAO

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CONFIDENTIAL

1 BADGER WINDPOWER, LLC  
2 700 Universe Blvd  
3 Juno Beach, FL 33408

Page No: 2 / 3  
Purchase Order: 2000056319

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PO Number: 2000056319  
Vendor Name: FPL CENTRAL LAB

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ALL INVOICES SUBMITTED SHALL INCLUDE THE FOLLOWING INFORMATION:

- 1. Purchase Order Number
- 2. PO Line Item #
- 3. A short item description of the Service
- 4. Date and location of Work performed
- 5. Itemized pricing
- 6. Applicable supporting documentation

13

Altered invoices will not be processed by Purchaser.

14

OUT-OF-SCOPE WORK INSTRUCTIONS:

15

Changes in the scope of this purchase order shall be performed only upon receipt of a properly authorized and amended change order (Change Form) issued by Purchaser.

16

17

ATTACHMENTS:

18

PURCHASER STANDARD TERMS AND CONDITIONS FOR SERVICES, Rev. 2/23/11.

19

SUPPLIER SAFE AND SECURE WORKPLACE POLICY Rev. 8/24/11

20

You are required to sign and submit an acknowledgment copy of this Purchase order. Failure to return this acknowledgment may prevent processing of your Invoices.

21

22

ACKNOWLEDGEMENT COPY

23

As a duly authorized representative, the undersigned acknowledges and accepts the terms of this document, its attachments, and references.

24

Accepted By:

25

Company Name: \_\_\_\_\_

26

Name of Authorized Representative: \_\_\_\_\_

27

Signature of Authorized Representative: \_\_\_\_\_

28

Title of Authorized Representative: \_\_\_\_\_

29

Date: \_\_\_\_\_

30

Return to:

31

María Tomas

32

María.Tomas@nexteraenergy.com

33

Fax: (561) 891-7705

34

An electronically transmitted image of a signed acknowledgement is acceptable.

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Item	Description	Quantity	UM	Performance Period	Unit Price	Extended Price
1	OILS	736.08	EA	12/20/2011 - 02/22/2012	/ 1 EA	

PAGES OPC 006438 THROUGH OPC 006443  
ARE CONFIDENTIAL IN THEIR ENTIRETY

PAGES OPC 006444 THROUGH OPC 006479  
ARE CONFIDENTIAL IN THEIR ENTIRETY

**PAGES OPC 006488 TO OPC 006529 ARE  
CONFIDENTIAL IN THEIR ENTIRETY**

A

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Equipment Loan Agreement

2 This Equipment Loan Agreement, (the "Agreement") entered into March 18, 2011, sets  
3 forth the understandings for NextEra Energy Point Beach, LLC ("PBN"), a Wisconsin limited  
4 liability company (individually referred as a "Party" or collectively as the "Parties") and Florida  
5 Power & Light Company, a Florida corporation, regarding the loan of the Equipment (as defined  
6 herein) from PBN, located in Point Beach, WI to Turkey Point Plant (PTN), located in  
7 Homestead, FL for the time period set forth herein.

8 WHEREAS, PTN has requested that a manual probe delivery system used in the eddy  
9 current testing of reactor vessel thimble tubes (the "Equipment") be loaned to PTN by PBN, so  
10 that PTN can utilize such Equipment at the PTN Facility; and

11 WHEREAS, PBN has agreed to provide the Equipment to PTN as provided herein; and

12 WHEREAS, the Parties have agreed to the following terms and conditions for the  
13 temporary loan of the Equipment to PTN.

14 NOW, THEREFORE, for good and valuable consideration, the receipt of which is  
15 hereby acknowledged, the Parties hereby, intending to be legally bound, agree as follows:

16 1. Fee; Loan Period PBN agrees to loan the Equipment to PTN at [REDACTED]  
17 for approximately 1 month starting March 21, 2011 through April 20, 2011 the ("Loan Period").  
18 The Parties may mutually agree to extend or shorten the Loan Period. Notwithstanding the  
19 foregoing, PBN may request the return of the Equipment at any time during the Loan Period.

20 2. Release, Return and Inspection of Equipment. At the beginning of the Loan  
21 period, PTN shall arrange to have the Equipment transported from PBN to PTN. At the  
22 expiration of the Loan Period, PTN shall after inspection and routine maintenance, arrange to  
23 have the Equipment transported back to PBN. Equipment shall be in substantially the same  
24 condition and repair as when the Equipment was delivered to PTN, subject to reasonable wear  
25 and tear.

26 3. Damage to Equipment. In the event that PTN damages the Equipment, and  
27 such damage is not the result of normal wear and tear or a defect in the Equipment, PTN agrees to  
28 repair the equipment prior to returning the equipment to PBN or reimburse PBN for the direct and  
29 reasonable costs of repairing such damaged Equipment; provided, however, PTN's obligation  
30 under this Paragraph 3 shall not exceed the then-current fair market value of such damaged  
31 Equipment. Upon PTN's request, PBN shall be responsible for producing any necessary  
32 documentation to substantiate the depreciated fair market value of any damaged Equipment.

A  
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NextEra Energy Power Marketing, LLC.  
700 Universe Blvd - EPM/JB  
Juno Beach, FL 33408-0420

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CONFIRMATION DATE: October 5, 2010

NEPM RBR: 651185

This Confirmation confirms the terms of the agreement made between NextEra Energy Power Marketing, LLC. ("NEPM") and Florida Power & Light ("Counterparty") on the Trade Date referenced below concerning the sale of Green-e Energy Wind Renewable Energy Credits (as defined below) (the "Transaction"): NEPM and Counterparty are sometimes referred to individually as a "Party" or collectively as the "Parties." The terms are as follows, as supplemented with the General Terms and Conditions of such Transactions as set forth on the attached Annex A:

SELLER: NextEra Energy Power Marketing LLC.

PURCHASER: Florida Power & Light Company

TRADE DATE: Date of Last Signature

COMMODITY: Green-e Energy Wind Renewable Energy Credits ("RECs")

VINTAGE: 2011-2012

[REDACTED]

[REDACTED]

- REC TRACKING SYSTEM:  BRCOT MIS
- NJ CEP Solar
- NEPOOL GIS
- PJM GATS
- Not Applicable

ATTESTATION:  To be provided by Seller, in the Form of Appendix I  
 Not Applicable

NEPM'S ACCOUNT INFORMATION FOR PAYMENTS: N/A

DELIVERY: June 30, 2011 for 2011 RECs  
June 30, 2012 for 2012 RECs



NextEra Energy Power Marketing, LLC.  
700 Universe Blvd -- BPM/JB  
Juno Beach, FL 33408-0420

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4 CONFIRMATION DATE: November 10, 2010

5 NEPM REF: 672269

6 This Confirmation confirms the terms of the agreement made between NextEra Energy Power  
7 Marketing, LLC. ("NEPM") and Florida Power & Light ("Counterparty") on the Trade Date  
8 referenced below concerning the sale of Green-e Energy Wind Renewable Energy Credits (as  
9 defined below) (the "Transaction"). NEPM and Counterparty are sometimes referred to  
10 individually as a "Party" or collectively as the "Parties." The terms are as follows, as  
11 supplemented with the General Terms and Conditions of such Transactions as set forth on the  
12 attached Annex A:

13 SELLER: NextEra Energy Power Marketing LLC.

14 PURCHASER: Florida Power & Light Company

15 TRADE DATE: Date of Last Signature

16 COMMODITY: Green-e Energy Wind Renewable Energy Credits ("RECs")

17 VINTAGE: 2011-2012

18 [REDACTED]

19 [REDACTED]  
20 [REDACTED]

- 21 REC TRACKING SYSTEM:  ERCOT MIS
- 22  NJ CEP Solar
- 23  NEPOOL GIS
- 24  PJM GATS
- 25  Not Applicable

26 ATTESTATION:  To be provided by Seller, in the Form of Appendix I

27  Not Applicable

28 NEPM'S ACCOUNT  
29 INFORMATION FOR  
30 PAYMENTS: N/A

31 DELIVERY: July 1 2011 for 2011 RECs  
32 July 1, 2012 for 2012 RECs



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CONTRACT DATE: March 11, 2010

NEXTERA REF: 464996

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Attn: Paula Henderson  
Address: 700 Universe Blvd, Juno Beach, FL 33408  
Phone: 561-694-3294

This contract confirms the sale of Green-e Energy Certifiable Renewable Energy Credits ("RECs") by NextEra Energy Power Marketing, LLC ("PML") to you ("Buyer"). This is a sale of National Voluntary Wind RECs with a Contract Quantity of 1,818, a Vintage Year of 2010, with a [redacted] for a total [redacted] (the "Transaction"); an amount not to exceed \$10,000.

10 PML represents and warrants to Buyer that it has good title to all RECs sold hereunder to Buyer and that PML has the right to sell the RECs to Buyer, and that your RECs will be free from all liens, claims, security interests, encumbrances and other defects of title.

15 PML and Buyer agree that the Transaction shall be deemed to have occurred in the State of Florida.

17 You have informed us that you are a member of the following applicable REC Tracking System for this Transaction is  ERCOT MIS;  M-RETS;  NEPOOL GIS;  PJM GATS; or  Not Applicable/Buyer Not a Member.

21 REC Tracking System Applies   
PML will transfer the Contract Quantity to you using the REC Tracking System specified above and following the applicable regulations and procedures for recording transfers of RECs from PML's REC Account to your REC Account. PML will inform you of the transfer and you will need to acknowledge such transfer in accordance with the applicable regulations and procedures. We will each cooperate fully and assist each other in complying with any and all regulatory obligations relating to recording and tracking of the transfer of the RECs.

21 REC Tracking System Does Not Apply   
If "Not Applicable/Buyer Not a Member" is specified above, PML will retire the subject RECs in Buyer's name. PML shall not assign, use, or retire Buyer's RECs for any purpose other than Buyer's use. The subject RECs shall not be claimed, assigned or used by any entity other than Buyer. For REC sales with a Purchase Amount equal to or exceeding \$2,500 and if you so request from us in writing, PML will deliver to Buyer a duly authorized and executed certificate of retirement ("Attestation") using the current Attestation form used by us in due course and specifying the generating source, amount of RECs in megawatt-hours, and the time period of generation of the RECs retired for Buyer's benefit.

44 Credit Sale   
45 If you have established and available credit with [PML],  
46 your payment hereunder is due within 30 days of our receipt of

47 If you do not sign below and return this contract to us at the fax number shown below within 5 days of the date of this contract, PML may, in its sole discretion, designate this Transaction as null and void without further notice to Buyer, and PML will have no further obligations to Buyer regarding this Transaction.  
48 Agreed to as of the day and date first above written.

51 NextEra Energy Power Marketing, LLC  
52 Name: Melissa Braun  
53 Title: Risk Analyst  
54 Signature: [Signature]  
55 Fax: \_\_\_\_\_  
56 3/24/2010

Buyer signed contract. Within 5 days of receipt of Buyer signed contract we will transfer or retire, as the case may be, the contract quantity of RECs.

PML will transfer or retire, as the case may be, the RECs within 5 days of receipt of (i) cash, (ii) Buyer wired funds, or (iii) within 5 days of the date upon which your check clears (see payment methods below):

Cash Sale   
Promptly upon return of your signed agreement to us, you will receive an invoice for the Purchase Price. You agree to pay the Purchase Price of such invoice within 30 days.

Payment by Wire   
Please wire the Purchase Price to, U.S. Bank N.A.: ABA: 091000022; For the Account of: CT Florida Incoming Wire; Beneficiary Account Number: A/C [redacted]; Beneficiary Account Address: 777 E. Wisconsin Avenue, Milwaukee, WI 53202-5300; Reference: Earthera Renewable Energy Trust Account # [redacted]

Payment by Check   
Please send your check for the Purchase Amount payable to: Earthera Renewable Energy Trust  
C/O NextEra Energy Power Marketing, LLC  
700 Universe Blvd.  
Department R  
Juno Beach, FL 33408

NEITHER OF US SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, PENALTIES OR FINES, LOSS OF PROFITS OR REVENUE OR THE LOSS OF USE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. THIS CONFIRMATION SHALL BE GOVERNED BY, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. BOTH PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY JUDICIAL ACTION ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATING TO THIS CONTRACT.

Florida Power & Light  
Name: [Signature]  
Title: Vice President, External Affairs  
Signature: [Signature]  
Fax: \_\_\_\_\_

CONFID.

**PAGES OPC 006530 THROUGH OPC 006565  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

**PAGES OPC 007090 THROUGH OPC 007211  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

**PAGES OPC 006642 THROUGH OPC 007089  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

**PAGES OPC 006566 THROUGH OPC 006616  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

	A	B	C	D	E	F
1	OPC 301259				Florida Power & Light Company	
2	FPL RC-12				Docket No. 120015-EI	
3					OPC's Eighth Set of Interrogatories	
4	CONFIDENTIAL				Interrogatory No. 156	
5					Attachment No. 4	
6					Tab 1 of 2	
7						
8						
9	<b>AFFILIATE MEGAWATTS</b>					
10	<b>As of Feb 2010</b>					
11						
12						
13						
14	<b>2008 August True-up</b>					
15	Avg Total	Type				
16	Co.	Nuclear	Other	Grand Total		
17	FPL					
18	FPLE					← use this for 2008 true-up
19	Grand Total					
20	FPL					
21	FPLE					
22						
23						
24	<b>2009 Forecast</b>					
25	Avg Total	Type				
26	Co.	Nuclear	Other	Grand Total		
27	FPL					
28	FPLE					
29	Grand Total					← use this for 2009 forecast
30	FPL					
31	FPLE					
32						
33						
34						
35	<b>2010 Forecast</b>					
36	Avg Total	Type				
37	Co.	Nuclear	Other	Grand Total		
38	FPL					USING Nameplate MWs
39	FPLE					
40	Grand Total					
41	FPL					← use this for 2010 forecast
42	FPLE					



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
1	OPC 301260											Florida Power & Light Company								
2	FPL RC-12											Docket No. 120015-EI								
3												OPC's Eighth Set of Interrogatories								
4	CONFIDENTIAL											Interrogatory No. 156								
5												Attachment No. 4								
6												Tab 2 of 2								
7																				
8																				
9	<b>FINAL VERSION as of 2/17/10</b>																			
10																				
11	January 2010 Plant Verification for AMF calculation for											<u>Indicates updates as of 2/17/10</u>								
12	Note***** (using Nameplate rating) (changed as of 2010)											<u>Gross</u> (schedule 1) (pages 402-403)								
13		Co.	Plant		Unit	Type	MWs	Nameplate	FERC Form 1	Nameplate MW	Diff of FERC F1	Gross to FERC F1	Amt used in rate case							
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1	OPC 301260											Florida Power & Light Company									
2	FPL RC-12											Docket No. 120015-EI									
3												OPC's Eighth Set of Interrogatories									
4	CONFIDENTIAL											Interrogatory No. 156									
5												Attachment No. 4									
6												Tab 2 of 2									
7																					
8																					
9	<b>FINAL VERSION as of 2/17/10</b>																				
10																					
11	January 2010 Plant Verification for AMF calculation for											<del>Indicates updates as of 12/17/10</del>									
12	Note***** (using Nameplate rating) (changed as of 2010)											<del>Gross</del> (schedule 1) (pages 402-403)									
13															Diff of		Amt used				
14												FERC		Nameplate		Gross to					
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**PAGES STAFF 003362 THROUGH STAFF 003385  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

**PAGES STAFF 003556 THROUGH STAFF 003584  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

**PAGES STAFF 003585 THROUGH STAFF 003607  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

PAGES STAFF 003631 THROUGH STAFF 003694  
ARE CONFIDENTIAL IN THEIR ENTIRETY

**PAGES STAFF 003978 THROUGH STAFF 004050  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

**PAGES STAFF 004084 THROUGH STAFF 004090  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

**PAGES STAFF 004091 THROUGH STAFF 004125  
ARE CONFIDENTIAL IN THEIR ENTIRETY**



PAGES STAFF 004126 THROUGH STAFF 004138  
ARE CONFIDENTIAL IN THEIR ENTIRETY

**PAGES STAFF 004219 THROUGH STAFF 004254  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

**PAGES STAFF 004255 THROUGH STAFF 004265  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

**PAGES STAFF 004364 THROUGH STAFF 004426  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

**PAGES STAFF 004541 THROUGH STAFF 004549  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

**PAGES STAFF 004575 THROUGH STAFF 004696  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

**PAGES STAFF 004597 THROUGH STAFF 004598  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

**PAGES STAFF 004599 THROUGH STAFF 004633  
ARE CONFIDENTIAL IN THEIR ENTIRETY**



**PAGES STAFF 004645 THROUGH STAFF 004679  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

**PAGES STAFF 004766 THROUGH STAFF 004806  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

**PAGES STAFF 004846 THROUGH STAFF 004868  
ARE CONFIDENTIAL IN THEIR ENTIRETY**

STAFF 1<sup>ST</sup> POD # 11 PLACEHOLDER

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**2010 Financial Performance**  
**(\$MM except EPS)**

	<u>Plan</u>	<u>Actual</u>	<u>Comments</u>
<b>Base Retail Revenue</b>		<b>\$4,190</b>	
<b>O&amp;M</b>		<b>\$1,419<sup>(1)</sup></b>	
<b>Net Income</b>		<b>\$ 945</b>	
<b>EPS Contribution</b>		<b>\$ 2.29</b>	
<b>Regulatory ROE</b>		<b>11.0%</b>	
<b>Capital Expenditures</b>		<b>\$2,506</b>	

3

1) Excludes the \$19 MM restructuring charge, which was not in the O&M plan; the restructuring charge is included in net income and ROEs to be consistent with external reporting.

CONFIDENTIAL

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- i other utility issues [REDACTED] He concluded by providing
- 2 highlights of the formal opening of the Martin Solar facility.

**PAGES STAFF 002222 ARE CONFIDENTIAL IN  
THEIR ENTIRETY**

**CONFIDENTIAL**

1 Armando Pimentel, Jr. Executive Vice President, Finance and Chief Financial  
Officer  
2 James L. Robo President and Chief Operating Officer  
3 Charles E. Sieving Executive Vice President & General Counsel  
4 Eric Silagy Senior Vice President, Regulatory and State  
Government Affairs (FPL)

5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED] the storm recovery support that FPL furnished to Alabama Power  
9 following recent devastating tornadoes in the southeast United States; [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]



1 [REDACTED]  
 2 [REDACTED]

3 CONFIDENTIAL

## NextEra Energy, Inc. YTD Results

(\\$ millions)

A	B	C	D
	YTD March 2011	Variance Plan <sup>(1)</sup>	2010
FPL	\$205	[REDACTED]	\$14
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

1) The 2011 Plan has been restated to include the impact of extending the estimated useful life for our newer wind turbine fleet to 30 years.

Staff 002227  
 FPL RC-12



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**FPL's adjusted earnings for year to date March were [REDACTED] \$14 million better than prior [REDACTED]**

3 CONFIDENTIAL

**Florida Power & Light Variance Analysis**

(\$ millions)

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YTD March

6

	YTD March	Prior
Plan / Prior	[REDACTED]	\$191
Base retail revenue	[REDACTED]	(28)
Other revenues	[REDACTED]	(5)
O&M expenses	[REDACTED]	4
Depreciation	[REDACTED]	37
AFUDC & interest	[REDACTED]	4
Income & other taxes	[REDACTED]	(4)
Other	[REDACTED]	6
Actual	[REDACTED]	\$205

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**Better (Worse) \$14**

Staff 002228  
FPL RC-12



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3 CONFIDENTIAL

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[Redacted]

First mortgage bonds

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**PAGES STAFF 002231 – STAFF 002234 ARE  
CONFIDENTIAL IN THEIR ENTIRETY**

PAGE STAFF 002236 IS CONFIDENTIAL IN ITS  
ENTIRETY

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]

5 [REDACTED] He described FPL's strong ranking in the 2011 J.D. Power & Associates  
6 residential satisfaction survey, [REDACTED]

7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]

10 [REDACTED]  
11 [REDACTED]

1 NextEra Energy, Inc. YTD Results

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[REDACTED]

FPL's adjusted earnings were [REDACTED] \$50 million better than 2010

[REDACTED]



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1 NextEra Energy's adjusted earnings per share for year to date  
2 June was [REDACTED] \$0.07 better than 2010

3 NextEra Energy, Inc. YTD Results

4 (\$ millions)

		YTD June 2011	Variance	2010
5				
6				
7	FPL	\$506	[REDACTED]	\$50
8	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
10	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
11	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
12	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
13	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
14	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
15	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

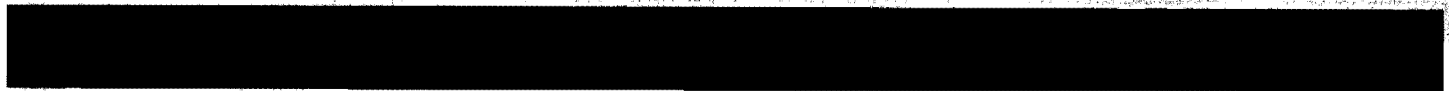
16 [REDACTED]  
17 3





1                    **Florida Power & Light Variance Analysis - YTD**

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For year to date June, FPL's adjusted earnings were \$50 million better than prior year primarily due to earnings on investments in West County Energy Center Unit 3, the Martin solar facility and the nuclear power uprates.



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1 **FPL's adjusted earnings for year to date June were** [REDACTED]  
 2 **[REDACTED] \$50 million better than prior**

3 **Florida Power & Light Variance Analysis**

4 (\$ millions) YTD June

				Prior
6				\$456
7				
8	Plan / Prior			
9	Base retail revenue		(2)	
10	Other revenues		9	
11	O&M expenses		17	
12	Depreciation		23	
13	Interest & taxes		(18)	
14	Subtotal			29
15	AFUDC		8	
16	Other <sup>(1)</sup>		13	
17	Subtotal			21
18	Actual			\$506
19	Better (Worse)			\$50

7 1) Primarily includes the effects of clause earnings (e.g. solar and nuclear)





1 through June, net income is lower than plan, but cash flow is  
2 ahead of plan

3 CONFIDENTIAL

### 4 YTD June 2011 Financial Performance

(\$ MM except EPS)

5			<u>Actual</u>	<u>Better/ (Worse)</u>
6	Base Retail Revenue		\$1,997	
7	O&M		\$ 688	
8	Net Income		\$ 506	
9	EPS Contribution		\$ 1.21	
10	Regulatory ROE		11.0%	
11	Capital Expenditures		\$1,567	
12	Surplus Depreciation		\$ 131	
13	Amortization			
14	Cash Flow <sup>(1)</sup>		\$ 860	

15 3 1) Defined as net income plus depreciation.

PAGES STAFF 002249 ARE CONFIDENTIAL IN  
THEIR ENTIRETY



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# YTD September 2011 Financial Performance

(\$ MM except EPS)

		<u>Actual</u>
Base Retail Revenue		\$3,261
O&M		\$1,049
Net Income		\$ 852
EPS Contribution		\$ 2.03
Regulatory ROE		11.0%
Capital Expenditures		\$2,257
Nuclear Fuel		\$ 253
Surplus Depreciation Amortization		\$ 84
Cash Flow <sup>(1)</sup>		\$1,505

3 1) Defined as net income plus depreciation.

**PAGES STAFF 002257, 002260, 002262-002264  
ARE CONFIDENTIAL IN THEIR ENTIRETY**



**CONFIDENTIAL**

Mano Nazar	Executive Vice President, Nuclear Division and Chief Nuclear Officer
Armando J. Olivera	Chief Executive Officer (FPL)
Armando Pimentel, Jr.	President and Chief Executive Officer (Energy Resources)
James L. Robo	President and Chief Operating Officer
Antonio Rodriguez	Executive Vice President, Power Generation Division
Charles E. Sieving	Executive Vice President & General Counsel
Eric Silagy	President (FPL)

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PAGES STAFF 002267 ARE CONFIDENTIAL IN  
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**2011 Financial Performance**

(\$ MM except EPS)

		<u>Actual</u>	<u>Comments</u>
Base Retail Revenue		\$4,217	
O&M		\$1,452	
Net Income		\$1,068	
EPS Contribution		\$ 2.55	
Regulatory ROE		11.0%	
Capital Expenditures <sup>(2)</sup>		\$3,331	
Surplus Depreciation Amortization		\$ 187	

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3 [Redacted]

<sup>2)</sup> Excludes nuclear fuel



**PAGES STAFF 002273 ARE CONFIDENTIAL IN  
THEIR ENTIRETY**

**PAGES STAFF 002149 THROUGH STAFF 002180  
ARE CONFIDENTIAL IN THEIR ENTIRETY**