FILED 10/25/2018 DOCUMENT NO. 06790-2018 FPSC - COMMISSION CLERK



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE:	October 25, 2018	
то:	Carlotta S. Stauffer, Commission Clerk, Office of Commission Clerk	
FROM:	Lauren Davis, Senior Attorney, Office of the General Counsel	
RE:	Docket No. 20180143-EI - Petition to initiate rulemaking to revise and amend portions of Rule 25-6.0426, F.A.C., by Florida Power & Light, Gulf Power Company, and Tampa Electric Company.	

Please place the attached discovery responses from FPL, Gulf and TECO into the above referenced docket.

Florida Power & Light Company Docket No. 20180143-EI OPC's First Set of Interrogatories Interrogatory No. 1 Page 1 of 1

QUESTION:

What economic development programs does the Company's offer now?

RESPONSE:

Please see FPL's Response to OPC's First Set of Interrogatories No. 2.

Florida Power & Light Company Docket No. 20180143-EI OPC's First Set of Interrogatories Interrogatory No. 2 Page 1 of 3

QUESTION:

Please explain the details of the economic development programs currently offered by the Company?

<u>RESPONSE</u>:

Florida Power & Light Company (FPL) is focused on providing robust economic development tools and resources that can benefit both its customers and Florida's economy. The programs offered focus on complimenting state, regional and local economic development organizations in efforts to attract companies in high-growth targeted sectors that will ultimately generate new tax base and jobs for Floridians. Specifically, since 2011, FPL's Office of Economic Development has supported 158 companies that are bringing 29,500+ new jobs to Florida. These companies benefitted from FPL support in various ways. Our programs are as follows:

Economic Development Rates

Pursuant to FPL's Electric Tariff, the Company offers the following economic development riders: Economic Development Rider (EDR), Existing Facility Economic Development Rider (EFEDR), and Commercial/Industrial Service Rider (CISR). Details of these programs are available in FPL's Electric Tariff at: <u>https://www.fpl.com/rates/pdf/electric-tariff-section8.pdf</u>. It is important to note that not every growing or relocating company requires incentive rates in order to add jobs and tax base to Florida. Having these programs opens doors with these companies but, in many cases, other support is more beneficial. Most of the companies FPL has assisted were without incentives.

Existing business support

FPL's Office of Economic Development (OED) supports Florida's existing business base of all sizes. Annually, the OED visits each of the companies that has qualified for an incentive rate to monitor progress and evaluate future growth opportunities. In addition, upon request, the OED provides support for each of the economic development organizations in our 35 county service territory with various business retention efforts. Such support includes visiting businesses with city, county or regional economic development officials and practitioners to identify challenges and support expansion plans.

With respect to small businesses and entrepreneurs, the OED provides a Small Business Tool, available by visiting <u>www.FPL.com/businesstool</u>, that provides market intelligence for companies and start-ups in all industries. This website can help small businesses grow by identifying new markets and customers, analyzing competitive pricing and wage information, and connecting them with local suppliers. OED staff also serves on UCF's GrowFL Advisory Board, providing leadership and guidance for expanding statewide efforts to grow stage 2 companies and support entrepreneurs at all stages.

Lead generation & marketing

Attracting new business investment to Florida starts with identifying companies with the greatest potential for growth. Our lead generation activity includes a marketing website,

Florida Power & Light Company Docket No. 20180143-EI OPC's First Set of Interrogatories Interrogatory No. 2 Page 2 of 3

<u>www.PoweringFlorida.com</u>, which houses the state's most extensive property database positioned for business investment; community profiles, encapsulating high level demographics at the state, county and city level for marketing outreach; trade shows and mission trips, usually in partnership with Enterprise Florida or another regional/local economic development organization; and engagement with site location consultants and other business location decision makers.

Additionally, we ensure the FPL team and Florida's economic development practitioners understand their competitive advantage within the desired, high-growth targeted business sectors and that we are focused on product/site development for future opportunities. Recently, FPL partnered with Enterprise Florida, Duke Energy and Gulf Power to bring a Strategic Site Inventory (SSI) program to Florida, specifically the rural regions, that identified properties that could be positioned for economic development opportunities.

Prospect support

Once a company is interested in considering Florida as a viable business location, FPL actively supports the company throughout the location process. This may include providing responses to Requests for Information (RFI), electric rate quotes and information on incentive programs, power delivery coordination, and GIS mapping services. Support is also provided for site visits.

Capacity building

FPL actively supports all of Florida's communities and stakeholders in economic development by providing necessary tools and information required to ensure they are ready to succeed in attracting business investment and jobs to their community. We provide training and seminars like PoweringFlorida® Illumination, which connects economic development practitioners with site selection consultants for educational purposes; Energy 101, teaching stakeholders in the economic development process about the basics of energy in order to better understand the needs of business prospects; and Economic Development 101, broad stakeholder training that defines each role in the economic development process.

The PoweringFlorida® Resource Center provides demographic, workforce and corporate data to expand Florida's ability to compete for economic development opportunities. The components of the Resource Center include: Regional Evaluator, to identify and analyze community assets; Targeting Browser, to identify existing business clusters and also new companies with potential to locate in Florida; and Economic Impact, which quantifies a company's full economic impact on each community. This tool is also leveraged to assist in developing custom target sectors based on each community's competitiveness. OED staff provides technical assistance to communities in order to ensure they are able to fully leverage these resources to their economic benefit.

As a leader in sustainability, FPL understands that this element is a driving factor in economic development decisions. We target companies and business leaders that share our commitment to sustainability and invite them to join us in Florida. Additionally, we are empowering Florida's communities to use sustainability as a selling point to businesses and are developing a

Florida Power & Light Company Docket No. 20180143-EI OPC's First Set of Interrogatories Interrogatory No. 2 Page 3 of 3

sustainable asset map, which will include state and local resources that speak to sustainability from bike paths to water policy.

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QUESTION:

How much economic development money is spent for the Company's current economic development programs, how many participants are in each program, how many jobs have been added by these new customers, and what is the annual revenues for each economic development participant customer for 2016, 2017, and 2018 to date.

RESPONSE:

FPL allocates \$2.15 million annually for economic development O&M. Discounts given as part of the EDR/EFEDR rate tariffs vary depending on how many customers participate in the programs. In 2017, these discounts totaled \$690,010.

While FPL has the ability to offer a Commercial Industrial Service Rider (CISR) to companies that meet specific requirements of the tariff, the discounts provided under the CISR are not subject to Rule 25-6.0426.

As set forth in the Petition, FPL's experience has shown that expenditures for the promotion of economic development have produced substantial benefits for the state that far exceed the level of investment. To date, FPL's Office of Economic Development has worked with 158 companies pledging to create over 29,500 jobs. Significantly, FPL's economic development efforts have produced an economic impact to the state of more than \$84 billion and supported approximately 220,000 full-time jobs. This includes over \$44.1 billion in direct contributions to the Florida economy; over \$25 billion in labor income; and approximately \$2.8 billion in additional state and local taxes.

As of July 2018, there are a total of 56 customer accounts on the EDR/EFEDR programs. 38 are EDR and 7 are EFEDR. Collectively, they pledged to create 7,672 new jobs.

Annual revenues for EDR/EFEDR participants for 2016, 2017 and 2018 YTD are as follows:

Florida Power & Light Company Docket No. 20180143-EI OPC's First Set of Interrogatories Interrogatory No. 3 Page 2 of 2

Customer	Total 2016 Revenue	Total 2017 Revenue	YTD 2018 Revenue	
1	\$112,671.71	\$110,402.97	\$64,437.11	
2	\$101,981.90	\$101,981.90	\$7,859.43	
3	N/A	\$1,061,963.76	\$708,633.31	
4	\$35,934.73	\$41,515.40	\$6,120.00	
5	\$98,915.79	\$120,895.25	\$18,747.88	
6	N/A	\$32,593.27	\$130,469.91	
7	N/A	\$72,616.85	\$72,616.85	
8	\$427,002.67	\$483,464.04	\$273,275.41	
9	\$528,878.15	\$623,172.26	\$100,607.42	
10	\$273,078.32	\$211,763.36	\$8,222.57	
11	\$214,786.26	\$269,839.56	\$155,418.92	
12	\$170,114.95	\$219,611.78	\$117,366.60	
13	\$235,823.59	\$279,428.82	\$134,700.04	2 accounts
14	\$139,114.85	\$137,210.10	\$83,385.48	
15	\$633,537.19	\$879,042.00	\$510,722.65	
16	\$799,108.73	\$951,098.05	\$561,303.20	4 accounts
17	\$328,596.34	\$463,710.37	\$239,800.43	
18	\$144,109.06	\$64,441.36	\$11,651.18	
19	\$357,065.55	\$450,973.47	\$30,508.66	
20	N/A	\$77,814.89	\$135,523.52	
21	\$219,152.43	\$200,753.24	\$0.00	
22	\$2,087,004.86	\$2,373,614.66	\$1,187,376.78	13 accounts
23	\$246,005.39	\$298,865.75	\$102,784.70	
24	\$122,517.06	\$83,939.85	\$13,168.76	
25	\$59,439.40	\$89,171.04	\$61,359.13	
26	\$502,545.57	560,768.26	\$287,555.83	2 accounts
27	N/A	\$618,647.22	\$378,901.29	
28	\$559,116.01	\$621,622.96	\$153,224.01	2 accounts
29	N/A		\$213,543.01	
30	\$937,393.55	\$1,397,209.92	\$807,916.74	4 accounts
31	\$127,183.36	\$113,176.82	\$62,610.56	
32	\$139,498.01	\$149,292.31	\$88,675.39	

*includes clauses

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QUESTION:

What percentage of the Company's gross annual income was \$3 million in 1995?

RESPONSE:

In 1995, \$3 million was 0.055% of the Company's Jurisdictional Operating Revenue based on the December 1995 Earnings Surveillance Report.

Florida Power & Light Company Docket No. 20180143-EI OPC's First Set of Interrogatories Interrogatory No. 5-Redacted Page 1 of 1

QUESTION:

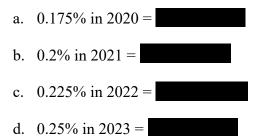
Please provide the dollar amounts based on gross annual income associated with the following percentages:

- a. 0.175% in 2020;
- b. 0.2% in 2021;
- c. 0.225% in 2022; and
- d. 0.25% in 2023.

RESPONSE:

FPL interprets that OPC as requesting these amounts as a percentage of forecast gross revenue rather than based upon 2017 ESR Operating Revenue as utilized in the Petition.

The dollar amounts based on the current forecast of Jurisdictional Operating Revenue associated with 95 percent of the gradually escalated percentage for the promotion of economic development are as follows:



Florida Power & Light Company Docket No. 20180143-EI OPC's First Set of Interrogatories Interrogatory No. 6 Page 1 of 1

QUESTION:

For 2016, 2017 and 2018 to date, what is the percentage of shareholder contribution for economic development under the current rule for the Company?

RESPONSE:

Consistent with Rule 25-6.0426(3)(b), the percentage of shareholder contribution for economic development expenses under the current rule is 5% up to the cap of "the lesser of 0.15 percent of gross annual revenues or \$3 million." The shareholder contribution for any economic development expenses above the "cap" would be 100 percent.

Florida Power & Light Company Docket No. 20180143-EI OPC's First Set of Interrogatories Interrogatory No. 7 Page 1 of 1

QUESTION:

Please provide the dollar amount of economic development expenses approved in the Company's last rate case. Please also include the order number that approved the economic development expense.

RESPONSE:

The amount of economic development expenses approved in the last rate case was approximately \$2.3 million for the 2017 and 2018 test years. *See* FPSC Order No. 16-0560-AS-EI issued December 15, 2016.

Florida Power & Light Company Docket No. 20180143-EI OPC's First Request for Production of Documents Request No. 1 Page 1 of 1

QUESTION:

Please provide all written agreements entered into in 2016, 2017 and 2018 as required by 25-6.0426(7), F.A.C.

RESPONSE:

Please see the following list of the attached agreements:

- Activity Agreements 2016
- Activity Agreements 2017
- Activity Agreements 2018
- Membership Activity Agreements 2016
- Membership Activity Agreements 2017
- Membership Activity Agreements 2018

Florida Power & Light Company Docket No. 20180143-EI OPC's First Request for Production of Documents Request No. 2 Page 1 of 1

QUESTION:

Please provide an excel spreadsheet showing, by year 2016, 2017, and 2018, the monies spent for each rule subsection of 26-6.0426(7)(a)1. through 8., (b)1. through 2. and (c) 1. through 11.

RESPONSE:

Please see Attachment No. 1 to this response.

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Bradenton Area Economic Development Corporation, a Florida 501C6 (hereinafter the "<u>Organization</u>"), is entered into as of the 13th day of May, 2016 pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of *Seven Hundred and fifty dollars (\$750.00)* (the "Economic <u>Development Funds</u>") to the Organization to be used for the sole purpose of *facilitating the execution of the Annual Hob Nob Bar-B-Que* in connection with the Organization's *fundraising efforts to support Business Development in Manatee County*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used *to provide operational assistance for economic development activities*.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY

("FPL") By:

Name:

Bradenton Area Economic Development Corporation ("Organization")

By: Name: Sharon Hillstrom

Name: Sharon Hillstrom

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Bradenton Area Economic Development Corporation, a Florida 501C6 (hereinafter the "<u>Organization</u>"), is entered into as of the 3rd day of April, 2017 pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of *Seven Hundred and fifty dollars (\$750.00)* (the "Economic Development Funds") to the Organization to be used for the sole purpose of *facilitating the execution of the Annual Hob Nob Bar-B-Que* in connection with the Organization's *fundraising efforts to support Business Development in Manatee County.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used *to provide operational assistance for economic development activities.*

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

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FLORIDA POWER & LIGHT COMPANY ("FPL") By: <u>Pan Bauch</u> Name: <u>PANERA LINEH</u> Title: <u>VICE President</u> Gyternal Ofbaurs f

Bradenton Area Economic Development Corporation

("Organization") By:

Name: Sharon Hillstrom

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Bradenton Area Economic Development Corporation, a Florida 501C6 (hereinafter the "<u>Organization</u>"), is entered into as of the 3rd day of April, 2017 pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of *Four Hundred and fifty (\$550.00)* (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *facilitating the execution of the Economic Forecast Breakfast* in connection with the Organization's *fundralsing efforts to support Business Development in Manatee County*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used *to provide operational assistance for economic development activities*.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

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FLORIDA POWER & LIGHT COMPANY ("FPL")

> Offairs , Declormant

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By:

Name:

Title:

Bradenton Area Economic Development Corporation ("Organization")

By:

Name: Sharon Hillstrom

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Bradenton Area Economic Development Corporation, a Florida 501C6 (hereinafter the "<u>Organization</u>"), is entered into as of the 3rd day of April, 2017, pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of *One thousand and four hundred Dollars (\$1,400)* (the <u>"Economic Development Funds</u>") to the Organization to be used for the sole purpose of *facilitating the execution of the Year end Annual Update Meeting*, in connection with the Organization's *fundraising efforts to support Business Development in Manatee County*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used *to provide operational assistance for economic development activities*.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

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IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY ("FPL" Name: Title:

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Bradenton Area Economic Development Corporation ("Organization")

<u>V</u>t By:

Name: Sharon Hillstrom

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and **BROWARD COUNTY** a governmental entity (hereinafter the "<u>Organization</u>"), is entered into as of the <u>2/9</u> day of February, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of Five Thousand Dollars (\$5,000.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of assisting local government in the design of strategic plans for economic development in connection with the Organization's 2017 Broward Business and Beyond Business Conference. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

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FPL 000075 20180143-EI

FLORIDA POWER & LIGHT COMPANY

("FPL") Ву:__ tam Paulo

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: 4-11-17

BROWARD COUNTY - OESBD
("Organization")
By: MAG
Name: ASMINE JENES
Title: MANAGER,
Date: february 21,2017
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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Broward County Office of Economic and Small Business Development, an office in the Broward County Government (hereinafter the "Organization"), is entered into as of the 21st day of September, 2017 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of One Thousand and Five Hundred Dollars (\$1,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *sponsoring economic and trade development efforts* in connection with the Organization's *Florida International Trade and Cultural Expo.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to assist state and/or local government in the design of strategic plans for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

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FLORIDA POWER & LIGHT COMPANY

("FPL") fam Reuch ву:___

Name: Pamela Rauch

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Title: VP, External Affairs & Economic Development

Date: 10-18-17

BROWARD ECONOMIC DEVELOPME ("Organization"	AND SMALL NT	FICE OF BUSINESS
Name: SIWD	y Micharte (-	MCDONALD
Title: Dik	Ector	
Date: 09/	2612017	

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and **Business Development Board of Palm Beach County, Inc.**, a Florida (hereinafter the "<u>Organization</u>"), is entered into as of the 3rd day of February, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Twenty-five hundred Dollars (\$2,500.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of Corporate Sponsorship in connection with the Organization's 2017 International Site Consultant Palm Beach County Familiarization Program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used [to provide operational assistance for economic development activities] [OR] [to assist state and/or local government in the design of strategic plans for economic development activities] [OR] [as support for marketing and research services].

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

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("FPL")	Rauch
Name: PAMELA	RAICH
Title: VP, Extend A	ffmes 9 Eco. Der.
Date:2-8-	

Business Development Board of Palm Beach County, Inc. ("Organization")

By: Dary Hines

Name: Gary Hines

Title: Senior Vice President, Administration

Date: February 3, 2017

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Economic Council of Martin County (hereinafter the "<u>Organization</u>"), is entered into as of the <u>14th</u> day of <u>November, 2017</u> (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of two thousand five hundred Dollars (\$2,500.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Martin County region* in connection with the Organization's *Women of the Council Event Sponsorship*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL") By: tam

Name: Pamela Rauch

Title: VP of External Affairs & Economic Dev

Date: 11-15-17

Economic Council of Martin County ("Organization")

By: 70 b ASTOLF: Name: Ted

____ Title: <u>c</u> c c o

Date: 11/15/17

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Economic Council of Martin County (hereinafter the "<u>Organization</u>"), is entered into as of the <u>5th</u> day of <u>December</u>, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of one thousand five hundred Dollars (\$1,500.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Martin County region* in connection with the Organization's *Economic Council of Martin County 2018 Annual Dinner Sponsorship*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL") ANL By:

Name: Pamela Rauch

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Title: VP of External Affairs & Economic Dev

12 -1 Date:

Economic Council of Martin County ("Organization")

By: Ter ASTOLFI Name: Ted

_____ Title: CEO

Date: 12/5/17

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and the **Economic Development Commission, Florida's Space Coast , Inc., (EDC)** a Florida Not For Profit Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 23th day of October, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of One Thousand Dollars (\$1,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of Economic Development in **Brevard County** in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL")

By: 10M

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: 10-21-10

EDC of Florida's Space Coast ("Organization") By: <u>Turchy</u> McCarthy Name: <u>Truchy</u> McCarthy Title: <u>SR. Dir. McJa</u> Date: <u>10-26-17</u>

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Economic Development Commission, Florida's Space Coast (hereinafter the "<u>Organization</u>"), is entered into as of the 24th day of August, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of two thousand Dollars (\$2,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Brevard County region* in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL") By: Name: MME mes & Economic Der. Title: W.E xHand A Date: _

Economic Development Commission, Florida's Space Coast

("Organization") de By: Name: Trudy McCarthy

Title: Senior Director, Marketing & Strategic Initiatives

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8-24-17 Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and **Economic Development Council of SLC** (hereinafter the "<u>Organization</u>"), is entered into as of the <u>13th</u> day of <u>January, 2017</u> (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of one thousand Dollars (\$7,500) (the "Economic <u>Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the St. Lucie County region* in connection with the Organization's *EDC 5th Annual Leadership Dinner Sponsorship* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

("FPL") am By:

Name: Pamela Rauch

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Title: VP of External Affairs & Economic Dev

7-264 Date: _____

[Economic Develop ent Council of C("Organization") By: Name: leter J. Tesch

President Title: 1 6 11 Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Flagler County Chamber of Commerce, a Florida Chamber (hereinafter the "Organization"), is entered into as of the 19th day of July, 2017 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. Payment FPL agrees to pay the total amount of two-thousand five hundred Dollars (\$2,500) (the "Economic Development Funds") to the Organization to be used for the sole purpose of promoting economic development in connection with the Organization's economic development advisory board. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Eurods will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its attiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. Publicity. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name initials, insignla, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then applicable guidelines for proper use.

4. Performance FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by KPL to not have been used in accordance with the terms of this Agreement.

Governing 1 aw, Walver. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE BARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTER HONALLY WAINTS THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY TURNINGRESPECTION ANY LITICATION BASHD HEREDON, OR ARISING OUT OF, UNDER OR INCOMNECTION WITH, ITHE SAGREBABLY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES PROVIDED THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL")

Days A YOUM 10.4 CX

Name: Panela Rauch

Title: VP. External Attains w. Reconomic Development : Date: $7 \times 8 \times 17$ Fingler County Chamber of Commerce ("Organization")

By: ChatterEdwards Name HeatherEdwards Title: Interim President Date: 1/26/17

THRIVE BUSINESS SUMMIT



March 1, 201 • 8AM Whitney Laboratory for Marine Bioscience

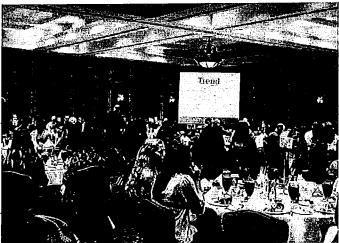
The Thrive Business Summit (previously known as the BAC Expo) is one of the region's most vlaued professional development opportunities for business owners, aspiring entrepreneurs, community leaders, students and elected officials.

The Thrive Business Summit offers participants three engaging breakout sessions, a dynamic luncheon keynote speaker and opportunities to connect with other business leaders.

Presenting Sponsor (limited to two non-competing).......\$5,000 → Ten tickets to summit

- --- Four tickets to on-site Sponsor Appreciation function
- → Recognized as Presenting Sponsor during General Session and five minute speaking opportunity during opening session
- Recognized as presenting sponsor in all advertising radio, and print and social media marketing
- ---- Prominent recognition as event sponsor on Website
- Company logo and URL link on website and all emails sent to business community and past attendees
- Analytics provided for website and email blasts





More than 130 business professionals and 50 students from local high schools and colleges attended this informative summit in 2015.

- → Recognition on Chamber Chat Weekly Radio Show that airs on WNZF News Radio on Saturday mornings at 11am
- → Logo on table cards
- → Prime Location in event program based on availability:
 - → Inside Front Cover
 → Inside Back Cover
- → Opportunity to include branded gift in Souvenir Bag

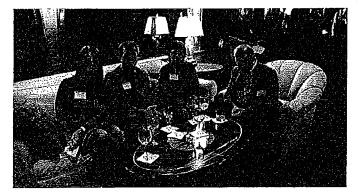
Breakout Sponsor.....\$2,500 → Four tickets

- Two tickets to on-site Sponsor Appreciation function
- → Three minute speaking opportunity during general session
- → Recognized as sponsor at the Breakout Session
- → Introduces Presenter
- → Signage at Breakout Room entry
- → Logo on table cards
- → Recognized as Sponsor on event page for Summit
- → Full page ad in event program
- Opportunity to include branded gift in Souvenir Bag

Table Sponsor\$1,250

- 🕶 Two tickets to summit
- → Two tickets to on-site Sponsor Appreciation function





- → Two minute speaking opportunity during general session
- -> Logo on table cards
- Recognized as Sponsor on the website
- → Half page ad in event program
- → Opportunity to include branded gift in Souvenir Bag

Sponsor Appreciation Function

- (limited to two non-competing).....\$1,000
- → Two tickets to summit
- → Four tickets to Sponsor Appreciation function on November 3
- ➡ Signage at sponsor appreciation function
- → Identified as Presenter of the Sponsor Appreciation Function in event program

Student Sponsor (unlimited) \$750

- → One ticket to Thrive Business Summit
- → Your sponsorship contributes to our goal of 30 students attending; 10 from Daytona State College and 20 from Flagler high schools
- → Logo on table cards
- -> Logo on Student Sponsor Pagead in event program

Note: Students will be assigned to sit at your table



Individual attendee tickets to Thrive Business Summit \$75 Includes continental breakfast & lunch, general session and choice of two out of three breakout sessions

Additional Sponsor Recognition provided at all levels

- Website and social media posts
- Brand recognition in the Chamber's Voice newsletter appearing the Flagler/Palm Coast News Tribune
- What's Happening email blast to membership



Marketing and Promotion includes:

- Media coverage in local newspapers
- Video commercial that airs on Bright House Networks channels and targeted websites
- Radio commercial that airs on WNZF News Radio
- Feature event promotion in *The Voice* newsletter in the Flagler/Palm Coast News-Tribune distributed to 30,000 locations in Flagler County
- Additional print and digital advertising in the Palm Coast & Ormond Beach Observers and the Daytona Beach News-Journal



CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") entered into this the 22"d day of March, 2017 ("Effective Date"), by and between the Florida Chamber Foundation, with its principle place of business located at 136 South Bronough Street, Tallahassee, Florida 32301 ("Consultant"), and Florida Power & Light Company, with its principal place of business located at 700 University Boulevard, Juno Beach, FL 33408 ("FPL") (Consultant and FPL may each be referred to as a "Party" and collectively Consultant and FPL may be referred to as the "Parties").

I. Retention of the Consultant. Subject to the terms and conditions set forth in this Agreement, FPL may from time to time retain Consultant to perforn1 certain consulting/professional services ("Consulting Services"), which shall be set forth in applicable Statement of Work ("SOW") documents which shall describe the scope Consulting Services that will be performed, the fees for such Consulting Services, and the work product that will be provided to FPL following the completion of such Consulting Services.

2. Term. The te1m of this Agreement shall commence on the 13¹¹¹ day of April, 2017 and shall terminate on the J4^{o1} day of April, 2017, subject to the earlier termination in Section 11 below ("Initial Term"). The Initial Term1 may be extended as mutually agreed upon in writing by the Parties ("Renewal Term(s)") (the Initial Term and any applicable Renewal Terms shall collectively be referred to as the "Term").

3. <u>Compensation and Payment.</u> The Consultant's compensation and payment for the Consulting Services shall be set forth in an applicable SOW, attached hereto and incorporated herein by this reference. The Fee shall be on a fixed fee basis or a time and expenses basis. The SOW for each engagement will specify the applicable fee basis.

(a) SOW's for engagements on a fixed fee basis will set forth the fixed amount payable for Consultant's perfom1ance of the Consulting Services described therein as well as the schedule of payments for such Consulting Services. The fixed fee shall include profit and, except as may be otherwise agreed and set forth specifically in the applicable SOW, all direct and indirect costs in connection with performance of the Consulting Services. Unless otherwise provided in the applicable SOW, FPL will not be responsible to reinfburse Consultant for the direct expenses described in Section 3(b) below.

(b) SOW's for engagements on a time and expenses basis, Consultant's hourly rates may be set forth in the applicable SOW. If the SOW does not contain a schedule of Consultant's hourly rates, then the Consultant's hourly rates in effect at the time of performance of the Consulting Services shall apply. The hourly rates include profit and all direct and indirect costs except reimbursable expenses and an indirect expenses fee specified in this Section 3(b). Consultant shall complete the Consulting Services and shall invoice FPL for the actual person hours expended to perform the Consulting Services multiplied by the applicable hourly rate plus reimbursable expenses directly related to the Consultant for reasonable expenses incurred by Consultant in performance of the Consulting Services at direct, actual cost or Consultant's standard rates, as applicable. Actual costs are amounts actually disbursed, excluding overheads and any other mark-ups. Upon request, Consultant shall demonstrate to FPL that such expenses are necessary for the performance of the Consulting Services or that FPL specifically authorized such expenses. Such expenses are:

(i) Moderate and reasonable travel and living expenses, including transportation, lodging, meals and other similar expenses required in the performance of the Consulting Services at actual cost. Consultant shall utilize economy class airfares when available. Consultant shall obtain prior approval from FPL if such airfares are not available, before utilizing higher-cost air fares. In no event shall Consultant be reimbursed for first class air fares unless Consultant has obtained prior written approval. Consultant shall, to the maximum extent available, utilize hotels offering corporate rates to FPL, and make use of such rates.

(ii) Long-distance telephone and other such expenses at actual cost.

(iii) Reproduction and computer services costs at Consultant's direct, actual costs where supplied by outside sources, or at Consultant's standard rates where supplied by Consultant. Standard rate schedules shall be submitted to the designated FPL representative prior to incurring such costs upon request.

Rev. 01/12/12 (FPL)

(iv) Other expenses at direct, actual cost which have been incurred following submission of a written request justifying the need for such expenses and receipt of FPL's written authorization to incur such expense, provided, however, that no such authorization will be required with respect to an individual expense that does not exceed \$25 or is authorized in the applicable SOW.

(c) Except as otherwise specified in the applicable SOW, Consultant shall submit a monthly invoice, as applicable, for the fixed fee payments in accordance with Section 3(a) or the amounts payable for time and expense in accordance with Section 3(b).

(i) For Consulting Services performed on a fixed fee basis and unless otherwise provided by the applicable SOW, each invoice for compensation on a fixed fee basis shall include the following detail: (i) title identifying the project; (ii) the total amount of current invoice; and (iii) the total amount previously invoiced that is outstanding.

(ii) For Consulting Services performed on a time and expense basis and unless otherwise provided by the applicable SOW, each invoice for compensation on a time and expenses basis shall include the following details: (i) title identifying the project; (ii) total amount of fees for each project, including total hours of consulting time; (iii) if requested by FPL with respect to a specific project, reasonable additional detail including actual staff involved, time spent by each staff member, and hourly rates per staff member; (iv) itemization of all reimbursable expenses over Twenty-five Dollars (\$25); and (vi) total amount of current invoice. Consultant shall submit invoices for costs as soon as practical, but in no event later than sixty (60) calendar days following the later of (i) the end of the month during which the invoiced costs were incurred or (ii) the end of the month in which Consultant received an invoice for costs reimbursable by FPL. Invoices for Consulting Services, in which Consultant's compensation is on a time and expenses basis, will contain sufficient detail to verify invoiced amounts. Failure to invoice costs. Upon FPL's request, Consultant shall provide supporting documentation reasonably acceptable to FPL. Invoices shall separately identify the constituent labor charges and reimbursable expenses.

(d) Consultant will invoice for fees and expenses on a monthly basis. Accounts are delinquent if not paid within forty-five (45) days of receipt of an undisputed invoice. In the event of a disputed invoice, the Consultant shall re-invoice FPL, and upon FPL receipt of the re-invoice containing the undisputed amount, FPL shall pay such amount to the Consultant within forty-five (45) days. In the case of a dispute, FPL shall notify Consultant as to the reasons for the dispute with the notice described above and meet with Consultant to attempt to resolve the dispute between the Parties before alternative dispute resolution or any other action is taken.

(e) Payment of the fees for the Consulting Services performed may be by annual retainer or other more frequent basis as specified in the applicable SOW. Consultant will track the actual provision of Consulting Services by monitoring the number of hours worked by Consultant, as well as other charges, all in the manner set forth in this Section 3 of this Agreement. Consultant will provide a review and analysis of the actual provision of Consulting Services on a monthly basis (or other less frequent basis as specified in the applicable SOW), and will use these reviews as part of the basis for any adjustment of the retainer. If the actual charges for fees and expenses, calculated in accordance with this Section 3 of this Agreement, exceed the balance of the retainer, Consultant will submit an invoice, which will be due and payable in accordance with Section 3(d), above. Consultant shall notify FPL in writing prior to performing Consulting Services that Consultant knows will exceed any such retainer.

4. <u>Independent Contractor</u>. The Consultant agrees to perform Consulting Services as an independent contractor and not as a subcontractor, agent or employee of FPL, its parent, subsidiaries or affiliates. FPL retains no control or direction over Consultant, its employees or over the detail, manner or methods of performance of Consulting Services. Consultant is not granted any right or authority or responsibility expressed, implied or apparent on behalf of or in the name of FPL to bind or act on behalf of FPL.

5. <u>Taxes.</u> Consultant is responsible for and shall pay all taxes due under this Agreement, if any, including all present Florida sales and use taxes and all present or future import duty, federal, state, county, municipal or other excise or similar taxes levied with respect to the Consulting Services unless otherwise set forth in FPL's purchase order document. Consultant expressly agrees that FPL shall incur no liability or expense w1der this Agreement due to change in tax or duty requirements, excluding Florida sales and use tax. Any increase in taxes or duties, excluding Florida sales and use tax, shall be at the expense of Consultant and not FPL. In no event shall FPL be required to pay any tax levied on or detemlined by Consultant's income, taxes expressly designed to be paid solely by Consultant or licenses

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and permits required for Consultant to conduct business. FPL shall not be obligated to pay, and shall be immediately reimbursed by Consultant if FPL does pay, any taxes, including penalties or interest charges levied or assessed by reason of any failure of Consultant to comply with this Agreement, applicable laws or governmental regulations, and Consultant shall indemnify and hold FPL harmless from the payment of any and all such taxes, penalties and interest.

Verification Rights. The Consultant shall maintain books and records supporting all costs for 6. Consulting Services performed under this Agreement. During Consultant's normal business hours for the duration of this Agreement, and for a period of three years after the date of final payment by FPL to Consultant, FPL, or its authorized representative, shall have access to such books and to all other records of Consultant as required to verify reimbursable costs and to otherwise ensure compliance with the terms of this Agreement. FPL, or its authorized representative, shall have the right to inspect and audit Consultant's infonnation technology controls to the extent that such controls impact Consulting Services under this Agreement and the Consulting Services entails the Consultant utilizing any Personal Information (as defined in Section 7(e)). Consultant shall, upon written request from FPL, promptly provide to FPL a copy of the most recent SAS 70 or SSAE 16 Report that is possessed by Consultant or any subsequent SAS 70 or SSAE 16 Report that Consultant obtains during the period of time when Consulting Services is or was performed pursuant to the Agreement. In addition, should Consultant receive in any SAS 70 or SSAE 16 Report it receives during the term of the Agreement or an adverse opinion as to the adequacy of Consultant's controls, Consultant shall promptly and without request from FPL provide written notice to FPL of that fact. Consultant shall require subcontractors to comply with the provisions of this Section 6 by insertion of the requirements hereof in any subcontract. For purposes of this provision, "SAS70 or SSAE 16 Report" means any audit report (including both those commonly referred to as "Type I" and "Type II" and/or SOC!, SOC 2, and SOC 3) of which Consultant is the subject and which is prepared in conformance with either (i) Statement on Auditing Standards No. 70, Services Organizations, or (ii) Standards for Attestation Engagements No. 16, both as promulgated by the American Institute of Certified Public Accountants, or an equivalent report as may be set forth in succeeding guidance which replaces or modifies those standards as part of generally accepted accounting or auditing principles followed in the United States of America.

7. Confidentiality.

Consultant agrees to hold Confidential Information in strict confidence and agrees that it (a) shall not disclose Confidential Information without prior written consent of FPL. For purposes of this Agreement, "Confidential Information" shall mean all information, regardless of the form in which it is communicated or maintained (whether oral, written, or visual) and whether prepared by FPL its parent, subsidiaries and any affiliated company of NextEra Energy, Inc. or their respective officers, directors, agents and employees or otherwise which is disclosed to or assessed by Consultant in connection with the this Agreement and including, but not limited to (i) all reports, analyses, notes or other information that are based on, contain or reflect any such Confidential Information, (ii) existing or contemplated products, services, technology, designs, processes, formulas, algorithms, research, training materials, policies, procedures, standards or product developments of FPL or any customer or supplier of FPL thereof, (iii) trade secrets of FPL, (iv) business plans, sales or marketing methods, methods of doing business, customer lists, customer usages and/or requirements, supplier infom lation of FPL thereof or any customer or supplier of FPL thereof; (v) Personal Information (as defined in Section 7(e) below) and (vi) any business, marketing, technical, or scientific infonnation including, but not limited to, data records, training manuals, policies, procedures, standards of conduct, plans, specifications, business strategy documents, business events information, competitor lists, employee demographics, business organization design, values and mission statements, current projects, exit interview and call center content logs, compensation plans, key performance measures, and other proprietary documents, transmitted in any format, related to the business of FPL.

(b) Confidential Information shall not be used for any purpose other than to analyze, implement or complete the Consulting Services. Confidential Information shall be held in strict confidence by Consultant and shall not be disclosed to any third party without FPL's prior written consent, except to those advisors, affiliates, agents, assigns, attorneys, employees (collectively, "Agents") with a need-to-know the Confidential Information for the purposes of analyzing, implementing or completing the Consulting Services. Consultant shall require all recipients of the Confidential Infomlation to be bound by the terms of this Agreement. Consultant shall also be responsible for any breach of this Agreement by Consultant or its Agents. Moreover, Consultant shall use the same degree of care to protect the Confidential Information as Consultant employs to protect its own information of like importance, but in no event less than a reasonable degree of CC;Jre based on industry standard. (c) Confidential Information shall not include: (i) information which is or becomes publicly available other than as a result of a violation of this Agreement; (ii) information which is or becomes available on a nonconfidential basis from a source which is not known to Consultant to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to FPL; or (iii) information which Consultant can demonstrate was legally in its possession prior to disclosure by FPL.

(d) In the event that Consultant is requested or required by legal or regulatory authority to disclose any Confidential Information, Consultant shall promptly notify FPL of such request or requirement prior to disclosure so that FPL may seek an appropriate protective order and/or waive compliance with the terms of this Agreement.

Ifany ofFPL's Personal Information that is held by Consultant is breached, Consultant shall (e) utilize its best efforts to: (i) provide FPL written notice of such breach no later than five (5) calendar days from the date it obtains actual or constructive knowledge of the breach; and (ii) mitigate any and all adverse effects of the Personal Information breach. The written notice to FPL required in the previous sentence shall include the names of all individuals whose Personal Information was breached, as well as the type of Personal Information that was breached. Consultant shall: (i) limit its use and distribution of Personal Information to only those employees with a legitimate "need-to-know" such Personal Information, as necessary to perform the Consulting Services under the Agreement; and (ii) use the same degree of care to protect the Personal Information as Consultant employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standards. For purposes of this Agreement, "Personal Information" means any one or more data elements of an FPL customer, employee, retiree, or contractor, including but not limited to: (i) social security number; (ii) driver's license number or government issued ID number; (iii) credit card information; (iv) banking information; (v) PINS and passwords; (vi) personal health information; (vii) passport/alien registration information; (viii) date of birth; and (ix) salary information. For purposes of this Agreement, "breach" means any unlawful or unauthorized acquisition or use of Personal Information that compromises the security, privacy, or integrity of the Personal Information.

(f) FPL and Consultant acknowledge that FPL would not have an adequate remedy at law for money damages if the covenants contained in this Section were breached. Accordingly, FPL shall be entitled to an injunction restraining Consultant from violating this Section 7.

(g) Upon the termination of this Agreement or at any time upon written request of FPL, Consultant shall promptly deliver to FPL or certify the destruction of, at FPL's discretion, all drawings, manuals, letters, notes, notebooks, reports, and copies thereof and all other materials, including tl10se of a secret or confidential nature, relating to FPL's business that are in Consultant's and its contractors' or consultants' possession or control.

(h) Consultant's obligations of confidentiality contained in this Section 7 shall survive the termination of this Agreement and shall remain in effect following termination of this Agreement until such time the Confidential Information would be excluded under Section 7(c); provided, however, the Parties agree that each Parties trade secrets will remain in effect for as long as such information remains a trade secret under applicable state law where the Consulting Services are performed.

8. **Publicity.** Consultant shall not make any public disclosures regarding FPL or the project for which it is performing Consulting Services without the prior written approval of FPL.

9. Work Product.

(a) Consultant shall disclose to FPL immediately and fully in writing, without limitation, any and all useful ideas, concepts, methods, procedures, processes, improvements, designs, inventions, discoveries, and the like including all original work of authorship produced or composed in connection with the Consulting Services (collectively, the "Discoveries") of any nature, made, conceived, written or first reduced to practice or use by Consultant as a result of its performance of the Agreement.

(b) Except as it relates to any Consultant Preexisting Intellectual Property (as defined below in Section 9(c)), Consultant hereby assigns and agrees to assign to FPL or FPL's assignees all of its and its employees' rights, title to and interest in any and all such Discoveries, whether or not the Discoveries are patentable, subject to copyright protection, or susceptible to any other form of protection. If so requested by FPL, Consultant shall execute

any and all documents and assist in every reasonable way to maintain the rights of FPL or FPL's assignces to and in Discoveries including assistance in obtaining letter patents, copyrights or any other applicable formal means of recognition of exclusive rights, both during the term of the Agreement and for a period of seven years thereafter.

(c) Consultant hereby warrants and represents that it has agreements in place with its employees and subcontractors to cause such employees and subcontractors to assign to Consultant any and all rights necessary for Consultant's compliance with this Section 9. For purposes of this Agreement, "Consultant Preexisting Intellectual Property" means individually and collectively, all inventions, improvements and/or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, including but not limited to, computer software, both object and source code, databases, methodologies and works of authorship, which were in existence prior to Consultant's perfonnance of the Consulting Services under this Agreement.

(d) Except as it relates to any Consultant Preexisting Intellectual Property, Consultant and FPL agree that the work products resulting from the Agreement shall be considered work made for hire under the copyright laws, and FPL, not Consultant, shall own the copyrights and/or other works of authorship resulting from the Agreement. Consultant hereby assigns the entire right, title and interest in all such copyrights and other works of authorship to FPL. Consultant also agrees to sign any necessary or appropriate documents to register the copyrights in the name of FPL or to assign such copyrights to FPL. Such documents shall be prepared by FPL, at FPL's expense, and Consultant shall sign them upon the request of FPL.

(e) Consultant hereby irrevocably designates and appoints FPL Entities as its agent and attorney in fact, to execute and file and such appH cations and to do all other lawfully pennitted acts for FPL to secure rights in the Discoveries or to further the prosecution and issuance of United States and any foreign patent and copyrights thereon with the same legal force and effect as if executed by Consultant.

(f) To the extent that any of Consultant Preexisting Intellectual Property is embedded in the Discoveries or work product provided to FPL in connection with this Agreement (including, any SOW performed pursuant to this Agreement), Consultant hereby grants to FPL and its affiliates a non-exclusive, irrevocable, perpetual, and royalty-free license to use such Consultant Preexisting Intellectual Property to the extent necessary to permit FPL to utilize the Discoveries and/or work product as a result of Consultant's performance under this Agreement (including, any SOW performed pursuant to this Agreement) for FPL's business purposes.

10. <u>Standard of Performance & Conflict ofInterest.</u>

(a) The Consultant wa rrants and represents that it shall perform the Consulting Services in accordance with: (i) the standards of care, diligence, skill and ju dgment normally exercised by professional individuals with respect to services of a similar nature; (ii) recognized and sound consulting practices, procedures and techniques; (iii) all applicable codes, laws, rules, regulations, orders, ordinances and standards of federal, state, regional, local and municipal governmental agencies, and all standards, rules, regulations and orders issued by such agencies (collectively, "Laws"), including, without limitation, those Laws pertaining to environmental regulation and permitting; and (iv) the terms of the applicable SOW attached hereto.

(b) Consultant warrants and represents that the Consulting Services, including the Discoveries and work product produced and provided to FPL in connection with the performance of the Consulting Services, will not infringe any intellectual property (including, without limitation, a patent, a trademark, trade secret or copyright) right of any third party.

(c) Consultant warrants and represents that the it has not and will not give (or receive or authorize, offer or promise to give) payment or anything of value, either directly or indirectly, to or from any person not a party to this Agreement the receipt of which (i) is or may be intended for the purposes of rewarding, inducing or influencing, or (ii) rewards, induces or influences an act, decision or recommendation in connection with the performance of the Consulting Services, work product or other deliverable thereunder. For the purposes of the foregoing sentence, the phrase "anything of value" includes, but is not limited to: the receipt or promise of commissions, financial or ownership interests; assistance in obtaining or retaining business for or with the Consultant. If during the Tenn of this Agreement the Consultant believes that that entering into an arrangement may be in violation of this subsect ion 10(c), then the Consultant may contact FPL' designated representative identified in Section 16, Notice, to resolve any possible conflict.

Consultant shall at all times enforce strict discipline and good order among personnel (d)engaged in the performance of the Consulting Services and shall ensure that all personnel are skilled in, qualified for and otherwise fit for the performance of the portion of the Consulting Services assigned to such personnel. Consultant shall immediately remove from the Consulting Services Consultant's personnel who Consultant determines are unfit, who create disciplinary, security or safety problems. FPL reserves the right to request Consultant to remove immediately from FPL's site any person 1el of Consultant, any subcontractor, or any subcontractor personnel, who in the sole opinion of FPL (i) poses any threat to the security, health or safety of FPL, its property, its customers, or the public, (ii) whose conduct adversely affects the Consulting Services or reflects unfavorably upon FPL, or (iii) who have been terminated for cause by FPL or its affiliates. With respect to Consultant or subcontractor personnel who receive FPL identity badges or passwords to FPL automated systems, Consultant shall notify the FPL and the FPL Corporate Security Department in writing within two (2) business days following the conclusion of any such person's assignment to perform a portion of Consulting Services which ends prior to the completion of all Consulting Services so that FPL may appropriately revoke that individual's access. In the event Consultant removes from the Consulting Services any such individual "for cause", Consultant shall not later than one (I) hour following such removal provide written notification to the FPL and the FPL Corporate Security Department of such removal for purposes of having removals related to: (a) falsifications and misrepresentations; (b) violation of Consultant policy or procedure; (c) violation of any FPL, Consultant or subcontractor safety rule or procedure; (d) violation any FPL, Consultant or subcontractor security rule or procedure of security rules; (e) workplace violence or disciplinary problem; (f) felony arrest; or (g) any behavior that could adversely affect the Consulting Services or reflects unfavorably upon FPL Entities (as defined in Section 15(a)). Consultant's written notification of it or its subcontractor's removal of any personnel for cause shall include the following information: (i) name of Consultant or subcontractor personnel removed; (ii) date of such removal; (iii) general description of reason for removal; and (iv) the name of Consultant's supervisor removing such individual from the Consulting Services. Upon FPL's request, Consultant shall promptly provide FPL written listings of the names of Consultant or subcontractor personnel who have been assigned to participate in Consulting Services during the period under report, and whose work has, or reasonably could, entail unescorted (e.g. personnel who receive FPL identity badges) access to FPL premises, or access via password to FPL automated systems.

11. <u>Termination</u>. Each Party may, upon written notice to the other Party, and without prejudice to any remedy available to such Party under law, in equity or under this Agreement, terminate the whole or any part of this Agreement in the event a Party fails to perform a material obligation under this Agreement and fails to cure such material obligation default within a reasonable period of time, but in no event more than thirty (30) days after written notice from the non-breaching Party specifying the nature of such default. Notwithstanding the foregoing, FPL shall have the right to terminate this Agreement for its convenience in whole or in part at any time without temlination charge, penalty or obligation, upon ten (I0) business days' written notice to Consultant. In the event of such termination, Consultant shall be paid for the Consulting Services provided and completed through the termination date.

12. <u>Modifications</u>. No amendment or modification to this Agreement shall be effective unless made in writing and mutually agreed upon and signed by the Parties.

13. Assignment. This Agreement and all of Consultant's rights, duties and obligations under this Agreement are personal in nature and shall not be assigned, delegated or otherwise disposed of by Consultant without the prior written consent of FPL. However, FPL may at any time and at its sole and unrestrained discretion assign this Agreement, in whole or in part, to one of its subsidiaries or affiliates by written notice to Consultant. No assignment or transfer of this Agreement shall relieve either Party of any of its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL, Consultant and assignee. If this Agreement should be permitted to be assigned by either Party pursuant to the terms of this Agreement, it shall be binding upon and shall inure to the benefit of the permitted assignee.

14. Liability Limitation. Except as it relates to the un authorized disclosure of FPL Confidential Information or to a Consultant's indemnity obligations under this Agreement, inno event shall either Party be liable to the other Party whether in contract, tort or otherwise for payment of any special, indirect, incidental, consequential, exemplary, punitive or similar damages. Consultant shall secure the limitations of liability in this Section 14 in all its subcontracts.

15. Indemnification & Insurance.

(a) Consultant shall protect, defend, indemnify and hold FPL, its parent company and their affiliates, successors, assigns, members, shareholders, officers, directors and agents (collectively, "FPL Entities") free and unbam1ed, on an after-tax basis, from and against any and all claims, liabilities, loss, costs, or damages, including court costs and attorneys' fees which shall arise in connection with (i) the performance of the Consulting Services resulting in bodily injury, property damage or personal injury occasioned wholly or in part by the negligence of Consultant, its employee, subcontractors or subcontractor employees, (ii) any breach by Consultant of a covenant, warranty or representation contained herein, except with respect to any claim or allegation that the Consulting Services or Discoveries, work product, or any part, combination or process thereof infringes or misappropriates any patent, copyright, trade secret or other intellectual property right of a third party, as addressed by Section 15(b) below, and (iii) any breach of Personal Information or allegation or claim of noncompliance by Consultant with Section 7(e).

(b) Consultant shall protect, defend, indemnify and hold FPL Entities free and unbanned from and against any and all claims, liabilities, loss, costs, or damages, including court costs and attorneys' fees which shall arise in connection with any claim or allegation that the Consulting Services, Discoveries, work product, or any part, combination or process thereof, infringes or misappropriates any patent, copyright, trade secret or other intellectual property right of a third party. If, in any such suit or proceeding, the Consulting Services, Discoveries, work product, or any part, combination or process thereof, is held to constitute an infringement and FPL's use is enjoined, Consultant shall immediately exert its best efforts to secure for FPL a license, at no expense to FPL, authorizing its continued use. If Consultant is unable to secure such license within a reasonable time, Consultant shall, at its own expense, and without impairing either (i) performance requirements of the Consulting Services, Discoveries, work product, or any part, combination, or process thereof, or (ii) other normal operations of FPL, use its best efforts to either replace the affected Consulting Services, Discoveries, work product, or any part, combination or process thereof, with non-infringing components or parts, or modify same so that they become non-infringing. At FPL's option and sole discretion, Consultant shall immediately refund all monies paid by FPL to Consultant for the Consulting Services, should Consultant fail to secure a license or replace or modify such Consulting Services, Discoveries, work product, or secure the lifting of an injunction, within a reasonable time.

Consultant shall procure and maintain at its expense, the following mmmmm insuran ce (c) coverage, unless otherwise specified in the Agreement, covering all operations required to complete the Consulting Services. Consultant shall provide evidence of the following minimum insurance coverage by providing an ACORD or other Certificate of Insurance in forms and with insurance companies acceptable to the Risk Management Department of FPL, before any Consulting Services under the Agreement begins: (i) all insurance requirements required by law, including but not limited to, workers' compensation insurance for statutory obligations imposed by workers' compensation or occupational disease laws; (ii) Employers' Liability Insurance, including Occupational Disease, shall be provid ed with a limit of Five Hundred Thousand Dollars (\$500,000) per occurrence (iii) Commercial General Liability Insurance, with minimum limits of liability for Bodily Injury and Property Damage of One Million Dollars (\$1,000,000) combined single limit per occurrence. The coverage shall insure the performance of the contractual obligations assumed by Consultant under the Agreement. The Products/Completed Operations Liability coverage shall be provided for a period of at least one year after following the completion of the Consulting Services; and (iv) Professional Liability, Errors and Omissions Coverage, with the minimum limits of liability, per occurrence, of One Million Dollars (\$1,000,000). Except for the Workers' Compensation and Employers' Liability Insurance, FPL Entities shall be designated as an additional insured on Consultant's insurance policy required to be maintained under the Agreement, and such policy shall be endorsed to be primary to any insurance that may be maintained by or on behalf of FPL Entities. All policies of insurance required to be maintained by Consultant hereund er shall: (i) provide a severability of interests or cross liability clause; (ii) provide that FPL Entities be provided (a) thirty (30) business days prior written notice of any non-renewals or cancellations and (b) ten (I0) days prior written notice of any non-payment of insurance premiums; and (iii) waive any right of subrogation against FPL Entities and waive any other right of the insurers to any off-set or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of FPL Entities. Neither Consultant's failure to provide evidence of minimum coverage of insurance following FPL's request, nor FPL's decision to not make such request, shall release Consultant from its obligation to maintain the minimum coverage provided for in this Section 15(c).

16. Notice. All notices required under this Agreement shall be deemed given when sent by overnight courier or registered or certified mail, or when sent by telecopy, telegraph or other graphic, electronic means and confinned by overnight courier or registered or certified mail addressed as follows:

If to FPL:

Florida Power & Light Company

700 Universe Boulevard Juno Beach, Florida 33408 Attention: Crystal Stiles

Ifto Consultant:

Florida Chamber Foundation 136 South Bronough Street Tallahassee. Florida 32301 Attention: Jerry Parrish

Either Party shall have the right to change the address or name of the person to whom such notices are to be delivered by notice to the other party.

17. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to its conflict of laws provisions. In the event of litigation arising hereunder, the Parties agree that the venue for such litigation shall be the courts of the State of Florida located in West Palm Beach, Florida. The Parties irrevocably waive any objection, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdiction, including any objection to the laying of venue based on the grounds of forum non convenience and any objection based on the grounds of lack of in personarn juri sdiction.

18. <u>Waiver of Trial by Jury.</u> FPL AND CONSULTANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS SECTION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

19. Construction and Headings. Each Party acknowledges that it has actively participated in the negotiation and preparation of this Agreement, and that accordingly this Agreement and any uncertainty or ambiguity contained therein shall not be construed against any one Party as drafter. The headings in this Agreement are provided for convenience of reference only and shall not affect the construction of the text of this Agreement.

20. Non-Waiver. No waiver of any Section of this Agreement shall be deemed to be nor shall constitute a waiver of any other Section whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

21. C<u>umu</u>lative Remedies . All rights and remedies of the Parties under this Agreement shall be cumulative and the exercise of any one right or remedy shall not bar the exercise of any other right or remedy.

22. Severability. If any Section of this Agreement shall be held or deemed to be invalid, inoperative or unenforceable, such circumstances shall not affect the validity of any other Section of this Agreement.

23. Survival. The obligations of the Parties hereunder which by their nature survive the termination of this Agreement and/or the completion of Consulting Services hereunder shall survive and inure to the benefit of the Parties. Those Sections of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination of this Agreement and *I* or completion of the Consulting Services.

24. Complete Agreement. This Agreement is composed of this document, FPL's purchase order (if applicable) and all exhibits hereto. This Agreement constitutes the entire and final agreement and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the Parties, whether oral, written or implied.

25. Force Majeure. Performance by each Party shall be pursued with due diligence in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither Party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of due diligence of the affected Party or its subcontractors or suppliers. The Parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil

or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot or insurrection, inability to obtain required permits or licenses (other than Consultant's occupational licenses), blockades, embargoes, sabotage, epidemics and unu sually severe floods. The Party affected shall promptly provide written notice to the other Party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay.

26. **Counterparts.** This Agreement may be signed in counterparts, each of which may be deemed an original and all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement effective as of the Effective Date first above written.

FLORIDA POWER & LIGHT COMPANY

By:

Name: Pam Rauch

Title: VP External Affairs and Economic Development

FLORIDA CHAMBER FOUNDATION

By:

Name: <u>Jerry Parrish</u>

Title: Chief Economist

STATEMENT OF WORK

This Statement of Work ("SOW") effective as of 22"d day of April, 2017 ("SOW Effective Date"), by and between Florida Chamber Foundation, with its place of business located at 136 South Bronougb Street, Tallahassee, Florida 32301 ("Consultant"), and Florida Power & Light Company, with offices located at 700 Universe Boulevard, Juno Beach, Florida, 33408 ("FPL"), and is pursuant to that certain Consulting Services Agreement entered into April 22, 2017 ("Agreement"), by and between Consultant and FPL. All capitalized terms used in this SOW not defined shall have the same meaning as the capitalized term is defined in the Agreement. Consultant and FPL may each be referred to as a "Party" and collectively Consultant and FPL may be referred to as the "Parties."

I. SCOPE OF CONSULTING SERVICES

- Participate in Florida Power & Light's Office of Economic Development event entitled "Illumination", including social and meal events
- Welcome the group to Florida

II. FEES

FPL will pay expenses not to exceed \$3,000 for travel, meals and accommodations.

III. DELIVERABLES/WORK PRODUCT

• Lunch with event participants beginning at 12:00 PM on Thursday, April 13, 2017 and continuing through Friday, April 14, 2017.

IV. WORK SCHEDULE

Consultant will fully participate in the Illumination event, beginning at noon on April 13, 2017 through afternoon April 14, 2017.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this SOW effective as of the SOW Effective Date first above written.

FLORIDA POWER & LIGHT COMPANY

Bv:

Name: Pam Rauch

Title: VP External Affairs and Economic Development

FLORIDA CHAMBER FOUNDATION

Name Jerry Parrish

Chief Economist Title:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and [*FLORIDA DELEGATION – SOUTHEAST U.S. JAPAN ASSOCIATION, INC.*], a [A FLORIDA NOT FOR **PROFIT CORPORATION (501 C6)** (hereinafter the "<u>Organization</u>"), is entered into as of the 7th day of August, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

Payment. FPL agrees to pay the total amount of Five Thousand Dollars (\$5,000) (the "Economic 1. <u>Development Funds</u>") to the Organization to be used for the sole purpose of carrying out Florida Delegation's official participation in the 40^{th} Annual Joint Meeting of the Southeast U.S.-Japan & Japan-U.S. Southeast Associations on October 22-24, 2017 in Greenville, SC and the Florida Delegation Annual Meeting of Members, held in conjunction with the joint meeting on October 22, 2017, which will include remarks by: Chairman Keith Norden; Florida Secretary of Commerce Pete Antonacci (Invited); The Honorable, Ken Okaniwa, Consul General of Japan in Miami; the chairmen of the Japan-USSE Association and JETRO; and Florida Delegation's annual report by Executive Director Dave Woodward. The SEUS/Japan annual meetings are our state's most important effort to promote and expand bi-lateral trade, investment and business ties between Japan and Florida. Japan has consistently ranked as one of state's top FDI countries and as one of our top trading partners with some 200 known companies employing approximately 26,000 Floridians. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL")

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FLORIDA DELEGATION - SOUTHEAST U.S. JAPAN ASSOCIATION INC ("Organization")

By:

Name: DAVE WOODWARD

Title: EXECUTIVE DIRECTOR

Date: August 7, 2017

By: Camela Kauch Name: Pamela Rauch <u>ela Kaun</u> <u>resident, Gyteiner</u> 17 affaurst Conomie Deulpt Title: Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and the Florida Rural Economic Development Association (FREDA), a statewide Rural Economic Development organization (hereinafter the "<u>Organization</u>"), is entered into as of the 8th day of June, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Five Thousand Dollars (\$5,000.00) to the Organization to be used for the sole purpose of marketing and strategic plan development in connection with the Organization's 2017 Rural Economic Development Summit scheduled for September 6-8, 2017 in St. Augustine, Florida. Each party acknowledges that FPL is entering into this Agreement based upon the understanding the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be to assist state and local government agencies in the design of strategic plans for economic development activities and as support for marketing and research services.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY	Florida Rural Economic Development Association (FREDA)
("FPL")	("Organization")
By: amparen	By: Chulle Conley
Name: HAMEUA KAValt	Name: Julie Conley
Tile: VP, Externed Affrences ? ECO. Development	Title: <u>Chuir</u>
Date:	Date:

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and **Greater Fort Lauderdale Chamber of Commerce, Inc, a Chamber of Commerce** (hereinafter the "<u>Organization</u>"), is entered into as of the 17th day of February, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Three-Thousand and Five Hundred Dollars (\$3,500) (the "Economic Development Funds") to the Organization to be used for the sole purpose of *Economic Development in the Greater Fort Lauderdale region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL" By: om

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

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Greater Fort Lauderdale Chamber of Commerce, Inc

("Chamber of Commerce" By: Name: Van

Title: ____President / CEO_____

Date: February 17,2017

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Indian River County Chamber of Commerce (Economic Development), Inc., a Florida Not For Profit Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 24th day of August, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of One Thousand Dollars (\$1,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of Economic Development in Indian River County in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

("FPL") By: $\gamma \Lambda I$

Name: Pamela Rauch

Title: VP. External Affairs & Economic Development

C Date:

Indian River Chamber of Commerce, Inc. ("Organization").

By: T.CAMY Name: TEINN resident Title: 1 8-23 Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Jacksonville Regional Chamber of Commerce, a Florida nonprofit 501c6 (hereinafter the "<u>Organization</u>"), is entered into as of the <u>1</u> day of <u>May</u>, 20<u>17</u> (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of <u>five thousand</u> Dollars (<u>\$5,000</u>) (the "<u>Economic</u> <u>Development Funds</u>") to the Organization to be used for the sole purpose of sponsorship of the Wednesday, May10th, 2017 welcome reception with site consultants and Team Florida partners in connection with the Organization's THE PLAYERS Championship Showcase event. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL")) ,	Ω	- 0
Ву:	mela	Reuc	g
Name: PANE	LA RA	icit	
Title: <u>VP, Ev</u> le	enzi Affa	Nes Economi	c Dev.
Date:	5.22-	17.	_

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Jacksonville Regional Chamber of Commerce

Inc. ("Organization") By: Nam¢ Titl# Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>PPL</u>") and Lake City Columbia County Chamber of Commerce, a not for profit Florida corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 13th day of March, 2017 (the "<u>Bffective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment. FPL agrees to pay the total amount of Two Thousand Dollars (\$2000.00) (the "Economic Development Funds</u>") to the Organization to be used for the sole purpose of economic development activities in connection with the Organization's Business and Economic Development Council. Bach party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Boonomic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Boonomic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. BACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL") By By

Name: Pamela Rauch

Title: VP. External Affairs & Economic Development

3- $\boldsymbol{\gamma}$ Date:

LAKE CITY COLUMBIA COUNTY
CHAMBER OF COMMERCE
("Organization")
By: Dennille Decker
Name: Dennille Decket
Title: EXECUTIVE DIFECTOF
Date: March 13, 2017

ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and **Miami-Dade Beacon Council, Inc.**, a Florida Economic Development entity (hereinafter the "<u>Organization</u>"), is entered into as of the _____ day of ______, 20_____, 20_____, the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Fifteen Thousand Dollars (\$15,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *Annual Meeting and Key Ceremony*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY ("FPL")

Name: Pamela Rauch

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Title: <u>VP, External Affairs & Economic Development</u> Date: 1/-n-1/n

MIAMI-DADE BEACON COUNCIL, INC.

("Organization") By: Name: Title: Date:

ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and The Beacon Council Economic Development Foundation, a Florida Economic Development entity (hereinafter the "<u>Organization</u>"), is entered into as of the <u>Second</u> day of <u>NUCHOP</u>, 20 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Five-Thousand Dollars (\$5,000) (the "Economic <u>Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dude Region* in connection with the Organization's *One Community One Goal program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY

("FPL") By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: //-//-//

THE BEACON COUNCIL ECONOMIC DEVELOPMENT FOUNDATION

("Organization") Name: Inne Title: President 11/1 2017 Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and the North Florida Economic Development Partnership (NFEDP), a regional economic development organization serving 14 counties in North Central Florida (hereinafter the "<u>Organization</u>"), is entered into as of the 26th day of September, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Seven Thousand, Five Hundred Dollars (\$7,500.00) (the "Economic Development Funds") to the Organization to be used for the sole purpose of marketing the region for economic development in connection with the Organization's Fourth Annual Experience North Florida! Consultants event scheduled for November 1-3, 2017. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide support for marketing and research services.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

auch By: _____ LANCH Name: KAMELA reenzy Affrins ? Economic Dev. Title: W.C. Date: ____

North Florida Economic Development Partnership, Inc. (NFEDP)

By: endr Name: P rector Title: ¢ Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Putnam County Chamber of Commerce, a Florida Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 26 day of July, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of Two Thousand Dollars (\$2,000) (the "<u>Economic</u> <u>Dovelopment Funds</u>") to the Organization to be used for the sole purpose of funding the Putnam County's Economic Development Marketing and Promotions. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6,0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>, FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Walver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY ("FPL")

Name: Pamela Rauch

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Title: <u>VP, External Affairs & Economic Development</u> Date: 8 - 8 - 17 PUTNAM COUNTY CHAMBER OF COMMERCE ("Organization")

Bv: JUnes Name: Title:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Seminole County Board of County Commissioners, an elected board which includes Economic Development (hereinafter the "Organization"), is entered into as of the seventeenth day of July, 2017 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of two-thousand eight hundred Dollars (\$2,800) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of promoting economic development in connection with the Organization's economic development advisory board. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities and as support for marketing and research services.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

By: With Mull

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: ___

Seminole Co. Board of Co. Commissioners ("Organization")

By: Name: Administrator Title: he 167 2017 Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and St. Johns Chamber of Commerce, a Florida Corporation (hereinafter the "Organization"), is entered into as of the 19th day of June, 2017 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Four Thousand Dollars (\$4,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of providing business recovery assistance and disaster planning to local businesses to be used towards St. Augustine's annual "Nights of Lights". Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT BITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORDA POWER & LIGHT COMPANY

("FPL") By: YЦ M

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: _____

ST. JOHNS CHAMBER OF COMMERCE ("Organization")

By: えいでひして Name: toe Title: Date:

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and the Team Florida Marketing Partnership, LLC, a Florida not-for-profit corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 20th day of February, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein and to the terms set forth in the purchase order to which this Agreement is attached and which is incorporated herein by reference (the "<u>Purchase Order</u>").

Recitals

WHEREAS, the Organization is engaged in an economic development program pursuant to which the Team Florida Marketing Partnership will further develop and execute Florida's business brand campaign and participate in related activities and events(the "<u>Economic</u> <u>Development Program</u>");

WHEREAS, FPL desires to participate in the Economic Development Program by providing financial support as more clearly described hereinafter ("Economic Development <u>Funds</u>") as support for marketing and research services in accordance with the terms contained in this Agreement;

WHEREAS, each party acknowledges that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission;

WHEREAS, FPL acknolwedges that, as of the Effective Date, the Organization will reasonably rely on FPL's obligation to pay the Economic Development Funds in accordance with the terms of this Agreement; and

WHEREAS, the Organization desires to accept the Economic Development Funds and to apply them to the Economic Development Program in accordance with this Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the agreements, covenants and payments hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Agreement to Pay and Receive</u>. In accordance with and subject to the terms and conditions hereof, FPL agrees to pay the Economic Development Funds, which, for purposes of this Agreement, shall consist solely of the total amount of Fifty Thousand Dollars (\$50,000.00), to the Organization to be used for the sole purpose of completing the work (the "<u>Work</u>") described in <u>Exhibit A</u> attached hereto and incorporated herein by reference (the "<u>Scope of Work</u>"). Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement.

2. <u>Payment</u>. The Organization shall issue an invoice for the payment of the Economic Development Funds promptly following the Effective Date. FPL agrees to pay the Economic Development Funds to the Organization net forty-eight (48) days following receipt of a valid invoice therefor.

3. <u>Performance of the Services</u>. The Organization will perform and complete the Work in accordance with the terms of the Scope of Work.

4. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

5. <u>Term</u>. The term of this Agreement shall be for a period commencing on the Effective Date and terminating December 31, 2017, unless terminated earlier in accordance with this Agreement.

6. <u>Termination</u>. FPL may terminate this Agreement immediately upon notice to the Organization in the event of (i) a breach of this Agreement by the Organization or (ii) a change in applicable law, statute, regulation, rule or ordinance of any governmental authority, or interpretation of any of the foregoing, that FPL deems to adversely affect FPL in connection herewith. In the event of any termination under this Section 6, the Organization shall immediately refund to FPL any Economic Development Funds that have not yet been used pursuant to the Scope of Work.

7. <u>Yearly Report: Audit Rights</u>. The Organization shall submit to FPL a year-end report for each year in which Economic Development Funds paid hereunder are attributable to the Economic Development Program. Such year-end report shall document the means in which the Economic Development Funds were used for the Economic Development Program in accordance with the Scope of Work. FPL shall have the right, but not the obligation, at all times to inspect the Organization's books, records and documents of any kind which are in any way related to this Agreement for the purpose of auditing and verifying the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall preserve all such records for six years after payment under this Agreement and FPL shall have the right to audit until the end of this period. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

8. <u>Indemnification</u>. The Organization agrees that it will defend, indemnify and hold harmless FPL and its affiliates, parent companies, directors, officers, employees and agents from and against any and all liabilities, losses, claims, damages, costs or expenses, including reasonable attorneys' fees, incurred by one or more such parties arising from or related to the Economic Development Program.

9. <u>General Provisions.</u>

(a) <u>Waiver</u>. The failure by any party to this Agreement to exercise any right, power or option given to it by this Agreement, or to insist upon strict compliance with the provisions of this Agreement, shall not constitute a waiver of the provisions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to

require exact and strict compliance with all the provisions hereof. Except as otherwise specified in this Agreement, the rights or remedies contained herein are cumulative to any other rights or remedies which may be available at law or in equity.

(b) <u>Notice</u>. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of actual receipt or three days after the date deposited in the U.S. Mail, by certified mail, return receipt requested, addressed as follows:

The Organization:

Joe Hice, SVP and CMO Enterprise Florida, Inc. 800 N. Magnolia Ave, Suite 1100 Orlando, FL 32803 (407) 956-5604

E-mail: jhice@enterpriseflorida.com

FPL:

Pamela Rauch, VP of External Affair and Economic Development Florida Power & Light Company 700 Universe Boulevard Juno Beach, FL 33408 (561) 691-4112 E-mail: <u>crystal.stiles@fpl.com</u>

With Copies to:

Enterprise Florida, Inc. Attn: Director of Legal Affairs 800 N. Magnolia Ave., Suite 1100 Orlando, FL 32803 Facsimile: (407) 956-5599 E-mail: progers@enterpriseflorida.com With Copies to:

Florida Power & Light Company Law Department (Law/JB) 700 Universe Boulevard Juno Beach, Florida 33408 Facsimile: (561) 691-7101 Attention: General Counsel

(c) <u>Severability</u>. Should any provision of this Agreement be determined to be invalid for any reason, such invalidity shall not affect the validity of any other provision, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Agreement without including therein any such provisions which may for any reason be hereafter determined invalid.

(d) <u>Assignment</u>. The Organization shall not transfer or assign this Agreement without the prior express written consent of FPL.

(e) <u>Survival</u>. The provisions which, by their nature, are intended to survive termination of this Agreement, including, but not limited to, Sections 7-9 hereof, shall survive any termination of this Agreement indefinitely.

(f) <u>Entire Agreement and Effect</u>. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. All representations and negotiations relative to the matters contemplated by this Agreement are merged herein, and there are no contemporaneous understandings or agreements relating to the matters set forth herein other than those incorporated herein. The priority of the documents that form this Agreement is as follows: (1) the Purchase Order, (2) the body of this Agreement, (3) the Scope of Work.

(g) <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement (whether to enforce a right or obligation or obtain a remedy or otherwise) will be brought solely in the state or federal courts located in the State of Florida. Each Party hereby unconditionally and irrevocably consents to the jurisdiction of those courts and waives its rights to bring any action or proceeding against the other Party except in those courts. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed in duplicate by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY ("FPL") Name: KANY Externel Affaires : Economic Der. Title: V

ENTERPRISE FLORIDA, INC.

("Organization") By: Name: // Title:

EXHIBIT A

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SCOPE OF WORK

FPL will continue to serve on the Team Florida Board of Directors and help direct the continued development and execution of the state of Florida's business brand campaign and related activities and events during the 2017 calendar year.

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and **The Aerospace Alliance**], a [*Florida-based four-state aerospace marketing alliance*] (hereinafter the "<u>Organization</u>"), is entered into as of the 1st day of November, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein and to the terms set forth in the purchase order to which this Agreement is attached and which is incorporated herein by reference (the "<u>Purchase Order</u>").

Recitals

WHEREAS, the Organization is engaged in an economic development program pursuant to which [the aerospace industry sector in Florida will be promoted, along with that of the four state region, worldwide] (the "Economic Development Program");

WHEREAS, FPL desires to participate in the Economic Development Program by providing financial support as more clearly described hereinafter ("Economic Development Funds") [to assist state government in strategic events and activities targeting the aerospace sector for economic development and to support associated regional promotional efforts in accordance with the terms contained in this Agreement;

WHEREAS, each party acknowledges that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission;

WHEREAS, FPL acknolwedges that, as of the Effective Date, the Organization will reasonably rely on FPL's obligation to pay the Economic Development Funds in accordance with the terms of this Agreement; and

WHEREAS, the Organization desires to accept the Economic Development Funds and to apply them to the Economic Development Program in accordance with this Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the agreements, covenants and payments hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Agreement to Pay and Receive</u>. In accordance with and subject to the terms and conditions hereof, FPL agrees to pay the Economic Development Funds, which, for purposes of this Agreement, shall consist solely of the total amount of ten thousand dollars (\$10,000), to the Organization to be used for the sole purpose of completing the work (the "<u>Work</u>") described in <u>Exhibit A</u> attached hereto and incorporated herein by reference (the "<u>Scope of Work</u>"). Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement.

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FPL 000131 20180143-EI 2. <u>Payment</u>. The Organization shall issue an invoice for the payment of the Economic Development Funds promptly following the Effective Date. FPL agrees to pay the Economic Development Funds to the Organization net forty-eight (48) days following receipt of a valid invoice therefor.

3. <u>Performance of the Services</u>. The Organization will perform and complete the Work in accordance with the terms of the Scope of Work.

4. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

5. <u>Term</u>. The term of this Agreement shall be for a period commencing on the Effective Date and terminating **October 14, 2017**, unless terminated earlier in accordance with this Agreement.

6. <u>Termination</u>. FPL may terminate this Agreement immediately upon notice to the Organization in the event of (i) a breach of this Agreement by the Organization or (ii) a change in applicable law, statute, regulation, rule or ordinance of any governmental authority, or interpretation of any of the foregoing, that FPL deems to adversely affect FPL in connection herewith. In the event of any termination under this Section 6, the Organization shall immediately refund to FPL any Economic Development Funds that have not yet been used pursuant to the Scope of Work.

7. <u>Yearly Report: Audit Rights</u>. The Organization shall submit to FPL a year-end report for each year in which Economic Development Funds paid hereunder are attributable to the Economic Development Program. Such year-end report shall document the means in which the Economic Development Funds were used for the Economic Development Program in accordance with the Scope of Work. FPL shall have the right, but not the obligation, at all times to inspect the Organization's books, records and documents of any kind which are in any way related to this Agreement for the purpose of auditing and verifying the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall preserve all such records for six years after payment under this Agreement and FPL shall have the right to audit until the end of this period. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

8. <u>Indemnification</u>. The Organization agrees that it will defend, indemnify and hold harmless FPL and its affiliates, parent companies, directors, officers, employees and agents from and against any and all liabilities, losses, claims, damages, costs or expenses, including reasonable attorneys' fees, incurred by one or more such parties arising from or related to the Economic Development Program.

9. <u>General Provisions.</u>

(a) <u>Waiver</u>. The failure by any party to this Agreement to exercise any right, power or option given to it by this Agreement, or to insist upon strict compliance with the provisions of this Agreement, shall not constitute a waiver of the provisions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to

require exact and strict compliance with all the provisions hereof. Except as otherwise specified in this Agreement, the rights or remedies contained herein are cumulative to any other rights or remedies which may be available at law or in equity.

Notice. All notices required or permitted to be made under this Agreement shall be (b) in writing and shall be deemed properly delivered on the earlier of actual receipt or three days after the date deposited in the U.S. Mail, by certified mail, return receipt requested, addressed as follows:

The Organization:

The Aerospace Alliance

Tallahassee FL 32311

850-558-6909 (voice)

850-558-6901 (Fax)

FPL:

[TITLE, Office of External Affairs] Florida Power & Light Company 3800 Esplanade Way, Suite 195 700 Universe Boulevard Juno Beach, FL 33408 C/O Melissa Medley; Executive Director

(561) 691-	(voice)
(561) 691	(fax)
E-mail:@f	pl.com

With Copies to:

The Aerospace Alliance Attn: Melissa Medley, Exec. Director 3800 Esplanade Way, Suite 195 Tallahassee FL 32311

mmedley@aerospacealliance.com

With Copies to:

Florida Power & Light Company Law Department (Law/JB) 700 Universe Boulevard Juno Beach, Florida 33408 Facsimile: (561) 691-7101 Attention: General Counsel

Severability. Should any provision of this Agreement be determined to be invalid (c) for any reason, such invalidity shall not affect the validity of any other provision, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Agreement without including therein any such provisions which may for any reason be hereafter determined invalid.

Assignment. The Organization shall not transfer or assign this Agreement without (d) the prior express written consent of FPL.

Survival. The provisions which, by their nature, are intended to survive termination (e) of this Agreement, including, but not limited to, Sections 7-9 hereof, shall survive any termination of this Agreement indefinitely.

Entire Agreement and Effect. This Agreement constitutes the entire agreement and (f) understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. All representations and negotiations relative to the matters

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contemplated by this Agreement are merged herein, and there are no contemporaneous understandings or agreements relating to the matters set forth herein other than those incorporated herein. The priority of the documents that form this Agreement is as follows: (1) the Purchase Order, (2) the body of this Agreement, (3) the Scope of Work.

(g) <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement (whether to enforce a right or obligation or obtain a remedy or otherwise) will be brought solely in the state or federal courts located in the State of Florida. Each Party hereby unconditionally and irrevocably consents to the jurisdiction of those courts and waives its rights to bring any action or proceeding against the other Party except in those courts. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed in duplicate by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL")

«Bv: Name: PAMELA M. Title:

The Aerospace Alliance ("Organization")

By:

Name: Melissa Medley

Title: Executive Director

EXHIBIT A

SCOPE OF WORK





Presenting Sponsor for Aerospace Alliance Events (2016 Summit & 2017 Paris Airshow Reception)

Presenting Partner for the Paris Airshow Pre-show Aerospace Alliance Reception

 Paris Air Show Aerospace Alliance Industry and Aerospace Leadership Reception – Up to ten (10) invitations in addition to your own company leadership

Fall Aerospace Alliance Summit named Sponsor

- Keynote Opportunity* *Sponsor to speak/introduce speaker based on preference
- Private Sponsor Reception hosted by Secretaries of Commerce of the four member states
- Six (6) registrations for the Aerospace Alliance Summit
- Prominent Logo placement throughout the event and on all promotional materials

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and The Broward Alliance **DBA Greater Fort Lauderdale Alliance** (hereinafter the "<u>Organization</u>"), is entered into as of the 8th day of March, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two Thousand Five Hundred Dollars (\$2,500.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of Sponsorship for 2017 Greater Fort Lauderdale Alliance Annual Meeting activities in connection with the Organization's economic development program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operation assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. BACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

("FPL")	\mathcal{O}
Ву:	am Kauch
Name:	PAMELIA RIAUCH
Title: V	PAMELIA RIANCH , Evternel fflmes " Eeu. Dev.
Date:	3-8-17

GREATER BROWARD ALLIANCE DBA FORT LAUDERDALE ALLIANCE ("Organization") By: _

Dev. Name: Gail Bulfi N Title: VP Membels 3.8.17 Date: ____

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and [The Broward Alliance, **DBA Greater Fort Lauderdale Alliance**, a Florida, 501C6 (hereinafter the "<u>Organization</u>"), is entered into as of the 8th day of March, 2017, pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of Seven Thousand Five Hundred Dollars (\$7,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of Sponsorships for Mid-Year event in connection with the Organization's economic development programs. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

("FPL") am bauch By:

Name: PAMELA LANCH Title: VP, EXERANCE Affances & EQU. Dev.

INSERT COMPLETE LEGAL NAME] ("Organization")

By: Broward Alliance DBA Greater Fort Lauderdale Alliance Name: Gail Bulfi

Title: VP, Membership Development 3/8/17

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Business Development Board of Martin County (hereinafter the "<u>Organization</u>"), is entered into as of the <u>14th</u> day of <u>November</u>, <u>2017</u> (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of two thousand five hundred Dollars (\$2,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Martin County region* in connection with the Organization's *BDB Business Appreciation Luncheon Diamond Sponsorship*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY ("FPL")

tam Koul By:

Name: Pamela Rauch

Title; VP of External Affairs & Economic Dev

11-15-19 Date: ____

Business Development Board of Martin County ("Organization")

By:_ М. Name: יח Title: Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and **University of Central Florida Research Foundation**, Inc., (hereinafter the "Organization") a 501 (c)(3) Not-For-Profit Corporation and a direct support organization acting as an instrumentality of the University of Central Florida, (hereinafter the "UCF"), is entered into as of the last date of execution(the "Effective Date"), pursuant to the terms and conditions stated herein.

Recitals

WHEREAS, the Organization is engaged in an economic development program pursuant to which provides assistance to Florida's second-stage companies; strategic research, peer learning, leadership development, and desires to utilize financial support to assist with economic development operations (the "Economic Development Program");

WHEREAS, FPL desires to participate in the Economic Development Program by providing financial support as more clearly described hereinafter ("Economic Development Funds") to provide operational assistance in accordance with the terms contained in this Agreement;

WHEREAS, each party acknowledges that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission;

WHEREAS, FPL acknolwedges that, as of the Effective Date, the Organization will reasonably rely on FPL's obligation to pay the Economic Development Funds in accordance with the terms of this Agreement; and

WHEREAS, the Organization desires to accept the Economic Development Funds and to apply them to the Economic Development Program in accordance with this Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the agreements, covenants and payments hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Agreement to Pay and Receive</u>. In accordance with and subject to the terms and conditions hereof, FPL agrees to pay the Economic Development Funds, which, for purposes of this Agreement, shall consist solely of the total amount of Ten Thousand Dollars (\$10,000), to the Organization to be used for the sole purpose of completing the work (the "<u>Work</u>") described in <u>Exhibit A</u> attached hereto and incorporated herein by reference (the "<u>Scope of Work</u>"). Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement.

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2. <u>Payment</u>. The Organization shall issue an invoice for the payment of the Economic Development Funds promptly following the Effective Date. FPL agrees to pay the Economic Development Funds to the Organization net forty-eight (48) days following receipt of a valid invoice therefor.

3. <u>Performance of the Services</u>. The Organization will perform and complete the Work in accordance with the terms of the Scope of Work, FPL understands and agrees that Organization has no employees and all Work performed under this Agreement will be completed by employees of UCF.

4. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

5. <u>Term</u>. The term of this Agreement shall be for a period commencing on the Effective Date and terminating September 2, 2018 unless terminated earlier in accordance with this Agreement.

6. <u>Termination</u>. FPL may terminate this Agreement immediately upon notice to the Organization in the event of (i) a breach of this Agreement by the Organization or (ii) a change in applicable law, statute, regulation, rule or ordinance of any governmental authority, or interpretation of any of the foregoing, that FPL deems to adversely affect FPL in connection herewith. In the event of any termination under this Section 6, the Organization shall immediately refund to FPL any Economic Development Funds that have not yet been used or committed to uncancelable obligations pursuant to the Scope of Work.

7. <u>Yearly Report: Audit Rights</u>. The Organization shall submit to FPL a year-end report for each year in which Economic Development Funds paid hereunder are attributable to the Economic Development Program. Such year-end report shall document the means in which the Economic Development Funds were used for the Economic Development Program in accordance with the Scope of Work. FPL shall have the right, but not the obligation, at all times to inspect the Organization's books, records and documents of any kind which are in any way related to this Agreement for the purpose of auditing and verifying the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall preserve all such records for five years after payment under this Agreement and FPL shall have the right to audit until the end of this period. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

8. <u>Indemnification</u>. The Organization agrees that it will defend, indemnify and hold harmless FPL and its affiliates, parent companies, directors, officers, employees from and against any and all liabilities, losses, claims, damages, costs or expenses, incurred by one or more such parties arising from or related to the Economic Development Program. The Organization and UCF expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability beyond any statutory waiver. The parties acknowledge and agree that the Organization is a direct support organization acting on behalf of and as an instrumentality of UCF and that the cap on the amount and liability of the Organization and UCF have executed the other provisions of this Agreement without including therein any such provisions which may for any reason be hereafter determined invalid.

(d) <u>Assignment</u>. The Organization shall not transfer or assign this Agreement without the prior express written consent of FPL.

(e) <u>Survival</u>. The provisions which, by their nature, are intended to survive termination of this Agreement, including, but not limited to, Sections 7-9 hereof, shall survive any termination of this Agreement indefinitely.

(f) <u>Entire Agreement and Effect</u>. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. All representations and negotiations relative to the matters contemplated by this Agreement are merged herein, and there are no contemporaneous understandings or agreements relating to the matters set forth herein other than those incorporated herein. The priority of the documents that form this Agreement is as follows: (1) the body of this Agreement, (2) the Scope of Work.

(g) <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement (whether to enforce a right or obligation or obtain a remedy or otherwise) will be brought solely in the state or federal courts located in the State of Florida. Each Party hereby unconditionally and irrevocably consents to the jurisdiction of those courts and waives its rights to bring any action or proceeding against the other Party except in those courts. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

10. Force Majeure.

No default, delay or failure to perform on the part of either party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to strikes, lockouts or inactions of governmental authorities, epidemics; acts of terrorism; war; embargoes; fire; earthquake; hurricanes; acts of God; or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of excused default, delay or failure to perform.

FLORIDA POWER & LIGHT COMPANY	University of Central Florida Research
("FPL")	Foundation, Inc.
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By: Tam & Mult	By: Ilm alling
Name: Pemeloa M. Covert	Terri Valley Name: Assistant Director
Title: WEyleind Affaures & Economie Der	
Title: <u>VI CUCINU APPUULS</u> · CULUTE	Title:

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EXHIBIT A

SCOPE OF WORK

GrowFL is a statewide economic-development program that is dedicated to assisting Florida companies with 6 to 99 employees and \$750,000 to \$50 million in revenue. Created in 2009 by Dr. Tom O'Neal—renowned innovator of central Florida's business-incubator system—GrowFL has assisted more than 800 Florida companies grow through a fully integrated program designed for CEOs.

GrowFL's three-prong assistance process includes:

- Strategic Research designed to increase sales;
- Peer Learning through CEO Roundtables and CEO Forums; and
- Leadership Development through such as Florida Companies to Watch, numerous educational workshops, and Webinars.

Florida Power & Light Company (FPL) is concluding its fourth year as a Pioneer Sponsor of GrowFL's premier event, Florida Companies to Watch. The annual awards dinner honors a class of 50 highly successful second-stage companies located throughout Florida; all have "survived" an intense nomination, vetting, and selection process. A typical Florida Companies to Watch class is comprised of businesses that collectively gross over \$450 million in annual revenue, add more than 350 new jobs per year, and average a 30-percent increase in earning.

FPL is among 22 private-sector sponsors of Florida Companies to Watch. Pioneer Sponsors receive the following benefits associated with the event:

Promotion of Sponsor

- □ Logo and link included on Florida Companies to Watch website
- □ Emcee recognition during event with sponsor on stage
- □ Company logo on signage
- □ Logo and link on event materials and communications
- □ Logo and link on FLCTW.GrowFL.com website
- □ Joint press release announcing sponsorship

□ Inclusion in communication to GrowFL Clients and alumni-companies announcing sponsorship

□ Quarter-page ad in online FLCTW event program book

□ Logo and name on sponsor page of printed program

Opportunity to Convey Sponsor's Expertise

□ Outreach to winners (through GrowFL, twice)

Obtain Mailing List of Event Attendees

□ Company names and e-mail address of all company contacts

Complimentary Tickets and Special Seating

Four complimentary tickets and seating with two winners (sponsor requested, if possible)

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Use of official FLCTW sponsor logo to post

On company website
 On company promotional materials

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Florida Small Business Development Center at the University of South Florida, a Florida Fublic University (hereinafter the "Organization"), is entered into as of the 11th day of Conober, 2017 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Three Thousand Jollars (\$3,00,00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of promotion and to cover expenses of the Basic Economic Development course and to provide two scholarships for attendees in connection with the Organization's *List USF Basic Economic Development Course*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational desistance for economic development advisites.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

("FPL") By: Name: Economic Dev. Title: ID ろ Date:

Florida Small Business Development Center of the University of South Florida ("Organization")

anni By: Name: _Kristene Manning

Title: _Business Manager____

Date: October 11, 2017

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Bradenton Area Economic Development Corporation, a Florida 501C6 (hereinafter the "<u>Organization</u>"), is entered into as of the 13th day of May, 2016 pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of *Seven Hundred and fifty dollars (\$750.00)* (the "Economic <u>Development Funds</u>") to the Organization to be used for the sole purpose of *facilitating the execution of the Annual Hob Nob Bar-B-Que* in connection with the Organization's *fundraising efforts to support Business Development in Manatee County.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used *to provide operational assistance for economic development activities*.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL")

Name: _____

. . · ·

Title: ______

Bradenton Area Economic Development Corporation ("Organization")

Kelstion_ By:

Name: Sharon Hillstrom

Title: President & CEO

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Bradenton Area Economic Development Corporation, a Florida 501C6 (hereinafter the "<u>Organization</u>"), is entered into as of the 13th day of May, 2016 pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of *Four Hundred and fifty (\$550.00)* (the "Economic Development Funds") to the Organization to be used for the sole purpose of *facilitating the execution of the Economic Forecast Breakfast* in connection with the Organization's *fundraising efforts to support Business Development in Manatee County.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used *to provide operational assistance for economic development activities.*

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY ("FPL")

Bv: Name: VP, Externel Affmes Geonomic Arreliances Title: \mathcal{V}

Bradenton Area Economic Development Corporation ("Organization")

By:

Name: Sharon Hillstrom

Title: President & CEO

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Bradenton Area Economic Development Corporation, a Florida 501C6 (hereinafter the "Organization"), is entered into as of the 13th day of May, 2016, pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of *One thousand and four hundred Dollars (\$1,400)* (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *facilitating the execution of the Year end Annual Update Meeting*, in connection with the Organization's *fundraising efforts to support Business Development in Manatee County*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used *to provide operational assistance for economic development activities*.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY ("FPL")

By:

Name:

Title: Al Cepballs

Bradenton Area Economic Development Corporation ("Organization")

By

Name: Sharon Hillstrom

Title: President & CEO

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Broward County Office of Economic Development, a Broward County Government entity (hereinafter the "<u>Organization</u>"), is entered into as of the <u>14</u> day of February, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Five Thousand Dollars (\$ 5,000.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in Broward County* in connection with the Organization's economic development program, Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities and to assist state and/or local government in the design of strategic plans for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL") By: Name: Crysta

Title: Economic Development Manager

Ø Date:

BROWARD COUNTY - OED ("Organization")

By: Office of ECONOMIC & SHALL BUSINESS DEVElopment-Name: JAOMIN-C. JONES Tille: Community Relations & Outreach Mgr/PIO Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Broward County Office of Economic and Small Business Development, an office in the Broward County Government (hereinafter the "<u>Organization</u>"), is entered into as of the 10th day of October, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of _Two-Thousand and Five Hundred Dollars (\$2,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *sponsoring economic and trade development efforts* in connection with the Organization's *Florida International Trade and Cultural Expo*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to assist state and/or local government in the design of strategic plans for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

("FPL/ 1102 By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: 12-1+16

BROWARD COUNTY OFFICE ECONOMIC SMALL AND BUSI DEVELOPMENT ("Organization") By: " ANDY-MICHAEL MCDONALD Name: DR ኈ Title: Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Business Development Board of PBC, a State of Florida 501 C-6 (hereinafter the "<u>Organization</u>"), is entered into as of the 12th day of February, 2016, pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two thousand, five hundred Dollars (\$2,500.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of Annual Economic Development Countywide Site Consultant Familiarization Tour in connection with the Organization's 2016 FAM Program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used [to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FPL 000011 20180143-EI

FLORIDA-POWER & LIGHT COMPANY

("FPL") JENR / Name: CM Title: ____

Business Development Board of PBC ("Organization")

'A By:

Name: Gary Hines

Title: Senior Vice President, Administration

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Flagler County Chamber of Commerce, a Florida Chamber of Commerce (hereinafter the "<u>Organization</u>"), is entered into as of the 12th day of August, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two Thousand Five Hundred Dollars (\$2,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of a sponsorship in connection with the Organization's Thrive Business Summit. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FPL 000013 20180143-EI

FLORIDA POWER & LIGHT COMPANY

("FPL") RALICA ΛΛ

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Q-16-14 Date:

Flagler County Chamber of Commerce

("Organization") By: dward Name: > Title: Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Economic Development Commission, Florida's Space Coast (hereinafter the "<u>Organization</u>"), is entered into as of the 31st day of October, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of two thousand Dollars (\$2,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Brevard County region* in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

("FPL") uch

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

12-6-18 Date:

Economic Development Commission, Florida's Space Const

("Organization By:

Name: Lynda Weatherman

Date: 11/15/2016

Title: _President & CEO_____

FPL 000016 20180143-EI

ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and *ECONOMIC DEVELOPMENT CORPORATION OF SARASOTA COUNTY*, a *STATE OF FLORIDA ECONOMIC DEVELOPMENT ORGANIZATION* (hereinafter the "<u>Organization</u>"), is entered into as of the 3rd day of May, 2016, pursuant to the terms and conditions stated herein.

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1. <u>Payment</u>, FPL agrees to pay the total amount of Five Thousand Dollars (\$5,000) (the "Economic <u>Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the (Sarasota)* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to assist in the design of strategic plans for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL")

Kauch By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

6 Date: 2

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and the St. Lucie County Economic Development Council, an economic development organization in Florida (hereinafter the "Organization"), is entered into as of the third day of October, 2016,(the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two Thousand Dollars (\$2,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of a skills gap study in connection with the Organization's Strategic Development Plan. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to assist state and/or local government in the design of strategic plans for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

(FPL) Ruch tamela. By:

Name: Pamela Rauch

Title: <u>VP of External Affairs & Economic Development</u> Oct. 4, 2016

Date: _____

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	mic Development Conncil of St. Lucie
("Organizatio	n")
By:	Film Jenh
Name	Peter J. Tesch
Title:	President
Date:	10/04/16

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Florida Chamber of Commerce Executives DBA Florida Association of Chamber Professionals, a Florida Not For Profit Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 13th day of September, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Five Thousand Dollars (\$5000.00) (the "<u>Economic</u> <u>Development Funds</u>") to the Organization to be used for the sole purpose of educating chamber of commerce professionals on the importance of and effectiveness of economic development in the state of Florida in connection with the Organization's Annual Conference. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL")

nem 1 [[]. Name: PAMELIA LANCH Title: VP External Affairs & Ew. Dar. 9-20-16 Date:

FL CHAMBER OF COMMERCE EXECUTIVES dba FL ASSOCIATION OF CHAMBER PROFESSIONALS ("Organization")

Danny C. Bracewell By:

Name: Tammy C. Bracewell

Title: President

Date: September 13, 2016

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Florida Chamber of **Commerce**, a Florida corporation (hereinafter the "<u>Organization</u>"), is entered into as of the __5th__ day of _____, 2016___ (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of <u>Seven Thousand Five Hundred</u> Dollars (\$____7500.00___) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *event sponsorship* in connection with the Organization's *Board of Governor's Capitol Days program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used [to provide operational assistance for economic development activities] [*OR*] [to assist state and/or local government in the design of strategic plans for economic development activities] [*OR*] [as support for marketing and research services].

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL") By: 110 S Name: tal velophen .10numic Title: (Date:

FLORIDA CHAMBER OF COMMERCE ("Organization") By: _______________ Name: <u>Alan Hallan L</u> Title: <u>_______</u> Date: <u>________</u>

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and [*FLORIDA DELEGATION – SOUTHEAST U.S. JAPAN ASSOCIATION, INC.*], a [A FLORIDA NOT FOR **PROFIT CORPORATION (501 C6)** (hereinafter the "<u>Organization</u>"), is entered into as of the 6th day of September, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

Payment. FPL agrees to pay the total amount of Five Thousand Dollars (\$5,000) (the "Economic 1. Development Funds") to the Organization to be used for the sole purpose of carrying out Florida Delegation's official participation in the 39th Annual Joint Meeting of the Japan-U.S. Southeast & Southeast U.S.-Japan Associations on September 20-22, 2016 in Tokyo and the Florida Delegation Annual Meeting of Members, held in conjunction with the joint meeting on September 20, 2016, which will include remarks by: Chairman Keith Norden; Delegation Leader Kenneth Detzner, Florida Secretary of State: The Honorable, Ken Okaniwa, Consul General of Japan in Miami; Andrew Wylegala, Chief Commercial Officer of the U.S. Embassy in Tokyo; the chairmen of the Japan-USSE Association and JETRO; and Florida Delegation's annual report by Executive Director Dave Woodward. The SEUS/Japan annual meetings are our state's most important effort to promote and expand bi-lateral trade, investment and business ties between Japan and Florida. Japan has consistently ranked as one of state's top FDI countries and as one of our top trading partners with some 200 known companies employing approximately 26, 000 Floridians. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL")

By: Name: 1 Marl a Title: ŀΛ olft Date

FLORIDA DELEGATION - SOUTHEAST U.S. JAPAN ASSOCIATION INC ("Organization")

By:

Name: DAVE WOODWARD

Title: EXECUTIVE DIRECTOR

Date: September 6, 2016

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and *FLORIDA ECONOMIC DEVELOPMENT COUNCIL*, a *A FLORIDA ECONOMIC DEVELOPMENT ORGANIZATION* (hereinafter the "<u>Organization</u>"), is entered into as of the 25th day of March, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Five Thousand Dollars (\$5000.00) (the "Economic <u>Development Funds</u>") to the Organization to be used for the sole purpose of *Jeconomic development educationJ* in connection with the Organization's *[Florida Economic Development Conference.]* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used [to provide operational assistance for economic development activities] [OR] [to assist state and/or local government in the design of strategic plans for economic development activities] [OR] [as support for marketing and research services].

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL") By: Name: E.C.O. Title: V censi Date;

[Florida Economic Development Council] ("Organization")

17. 1 Bý:

Name: _____Beth Kirkland, CEcD___

Title: Interim Executive Director 3/20 Date: _____

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and **FLORIDA ECONOMIC DEVELOPMENT COUNCIL**, a **FLORIDA ECONOMIC DEVELOPMENT ORGANIZATION** (hereinafter the "<u>Organization</u>"), is entered into as of the 21 day of SEPTEMBER, 2016 (the "<u>Effective</u> <u>Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of FIVE THOUSAND Dollars (\$5,000.00_) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of **SPONSOR FOR SEPTEMBER EFI/FEDC STAKEHOLDERS DINNER** in connection with the Organization's **MEMBERSHIP PROFESSIONAL DEVELOPMENT PROGRAM.** Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used [to provide operational assistance for economic development activities] **[OR]** [to assist state and/or local government in the design of strategic plans for economic development activities] **[OR]** [as support for marketing and research services].

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL" Hamela Hauch By: Name: Pamela RAUCH Title: VP, Eukernal Affaires - Eco. Der. 9/21/16 Date: ____

FLORIDA DEVELOPMENT COUNCIL	ECONOMIC
("Organization")	Q.
By: Deth Muhlon	

Name: BETH KIRKLAND, CEcD

Title: EXECUTIVE DIRECTOR

Date: 09/21/2016

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Florida Economic Development Council (FEDC), a economic development organization in Florida (hereinafter the "<u>Organization</u>"), is entered into as of the 9th day of November, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Twenty Five Hundred Dollars (\$2,500_____) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *member engagement* in connection with the Organization's *FEDC Outreach Programs*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used [to provide operational assistance for economic development activities] [*OR*] [to assist state and/or local government in the design of strategic plans for economic development activities] [*OR*] [as support for marketing and research services].

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL") By: Rau Rauch Name: PAM RAVCH Title: VP, External Affanes & Ecu. Dev. Date: 11-15-16 [INSERT COMPLETE LEGAL NAME] ("Organization")

By: _Florida Economic Development Council

Name: Beth Kirkland, CEcD

Title: Executive Director Date: <u>11/9/16</u>

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and **Team** Florida Marketing Partnership LLC, a Florida limited liability company (hereinafter the "<u>Organization</u>"), is entered into as of the 17th day of January 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein and to the terms set forth in the purchase order to which this Agreement is attached and which is incorporated herein by reference (the "<u>Purchase</u> <u>Order</u>").

Recitals

WHEREAS, the Organization is engaged in an economic development program pursuant to which the Team Florida Marketing Partnership is responsible for creating awareness and promoting the state of Florida's business advantages to encourage business location and expansion in the state (the "Economic Development Program");

WHEREAS, FPL desires to participate in the Economic Development Program by providing financial support as more clearly described hereinafter ("<u>Economic Development</u> <u>Funds</u>") as support for marketing services in accordance with the terms contained in this Agreement;

WHEREAS, each party acknowledges that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission;

WHEREAS, FPL acknolwedges that, as of the Effective Date, the Organization will reasonably rely on FPL's obligation to pay the Economic Development Funds in accordance with the terms of this Agreement; and

WHEREAS, the Organization desires to accept the Economic Development Funds and to apply them to the Economic Development Program in accordance with this Agreement.

<u>Agreement</u>

NOW, THEREFORE, in consideration of the foregoing, the agreements, covenants and payments hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Agreement to Pay and Receive</u>. In accordance with and subject to the terms and conditions hereof, FPL agrees to pay the Economic Development Funds, which, for purposes of this Agreement, shall consist solely of the total amount of <u>Fifty Thousand Dollars (\$50,000.00)</u>, to the Organization to be used for the sole purpose of completing the work (the "<u>Work</u>") described in <u>Exhibit A</u> attached hereto and incorporated herein by reference (the "<u>Scope of Work</u>"). Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement.

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2. <u>Payment</u>. The Organization shall issue an invoice for the payment of the Economic Development Funds promptly following the Effective Date. FPL agrees to pay the Economic Development Funds to the Organization net forty-eight (48) days following receipt of a valid invoice therefor.

3. <u>Performance of the Services</u>. The Organization will perform and complete the Work in accordance with the terms of the Scope of Work.

4. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

5. <u>Term</u>. The term of this Agreement shall be for a period commencing on the Effective Date and terminating **December 31, 2016**, unless terminated earlier in accordance with this Agreement.

6. <u>Termination</u>. FPL may terminate this Agreement immediately upon notice to the Organization in the event of (i) a breach of this Agreement by the Organization or (ii) a change in applicable law, statute, regulation, rule or ordinance of any governmental authority, or interpretation of any of the foregoing, that FPL deems to adversely affect FPL in connection herewith. In the event of any termination under this Section 6, the Organization shall immediately refund to FPL any Economic Development Funds that have not yet been used pursuant to the Scope of Work.

7. <u>Yearly Report</u>; Audit Rights. The Organization shall submit to FPL a year-end report for each year in which Economic Development Funds paid hereunder are attributable to the Economic Development Program. Such year-end report shall document the means in which the Economic Development Funds were used for the Economic Development Program in accordance with the Scope of Work. FPL shall have the right, but not the obligation, at all times to inspect the Organization's books, records and documents of any kind which are in any way related to this Agreement for the purpose of auditing and verifying the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall preserve all such records for six years after payment under this Agreement and FPL shall have the right to audit until the end of this period. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

8. <u>Indemnification</u>. The Organization agrees that it will defend, indemnify and hold harmless FPL and its affiliates, parent companies, directors, officers, employees and agents from and against any and all liabilities, losses, claims, damages, costs or expenses, including reasonable attorneys' fees, incurred by one or more such parties arising from or related to the Economic Development Program.

9. <u>General Provisions.</u>

(a) <u>Waiver</u>. The failure by any party to this Agreement to exercise any right, power or option given to it by this Agreement, or to insist upon strict compliance with the provisions of this Agreement, shall not constitute a waiver of the provisions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to

require exact and strict compliance with all the provisions hereof. Except as otherwise specified in this Agreement, the rights or remedies contained herein are cumulative to any other rights or remedies which may be available at law or in equity.

(b) <u>Notice</u>. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of actual receipt or three days after the date deposited in the U.S. Mail, by certified mail, return receipt requested, addressed as follows:

The Organization:

FPL:

Joe Hice	Office of External Affa	nirs
Team Florida Marketing Partnership LLC	Florida Power & Light Company	
800 N. Magnolia Ave., Suite 1100	700 Universe Boulevard	
Orlando, FL 32803	Juno Beach, FL 33408	
(407) 956-5604	(561) 691	(voice)
jhice@enterpriseflorida.com	(561) 691	(fax)
	E-mail:	@fpl.com

With Copies to:With Copies to:Enterprise Florida, Inc.Florida Power & Light Company800 N. Magnolia Avenue, Suite 1100Law Department (Law/JB)Orlando, FL 32803700 Universe Boulevard(407) 956-5636Juno Beach, Florida 33408Attention: Contracts and ComplianceFacsimile: (561) 691-7101Attention: General CounselFacsimile: (561) 691-7101

(c) <u>Severability</u>. Should any provision of this Agreement be determined to be invalid for any reason, such invalidity shall not affect the validity of any other provision, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Agreement without including therein any such provisions which may for any reason be hereafter determined invalid.

(d) <u>Assignment</u>. The Organization shall not transfer or assign this Agreement without the prior express written consent of FPL.

(e) <u>Survival</u>. The provisions which, by their nature, are intended to survive termination of this Agreement, including, but not limited to, Sections 7-9 hereof, shall survive any termination of this Agreement indefinitely.

(f) <u>Entire Agreement and Effect</u>. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. All representations and negotiations relative to the matters contemplated by this Agreement are merged herein, and there are no contemporaneous

EXHIBIT A

SCOPE OF WORK

SEE ATTACHED MARKETING PLAN

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FPL 000036 20180143-EI understandings or agreements relating to the matters set forth herein other than those incorporated herein. The priority of the documents that form this Agreement is as follows: (1) the Purchase Order, (2) the body of this Agreement, (3) the Scope of Work.

Governing Law; Waiver. This Agreement shall be governed by, and construed in (g) accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement (whether to enforce a right or obligation or obtain a remedy or otherwise) will be brought solely in the state or federal courts located in the State of Florida. Each Party hereby unconditionally and irrevocably consents to the jurisdiction of those courts and waives its rights to bring any action or proceeding against the other Party except in those courts. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed in duplicate by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY

("FPL")	10
Ву:	austral tites
Name:	Cayson Stiles
Title:	Edunimic Development Mgr

TEAM FLORIDA MARKETING PARTNERSHIP, LLC

("Organization")

By: Joseph Hice Name: Joseph Hice Title: SUP+CMO

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Greater Boca Raton Chamber of Commerce Education Foundation (Golden Bell), a Florida not-for-profit (hereinafter the "<u>Organization</u>"), is entered into as of the 1^{ST} day of <u>September, 2016</u> (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Five Thousand Dollars (\$5,000) (the "Economic <u>Development Funds</u>") to the Organization to be used for the sole purpose of providing support for the administration and instructional support needed to provide qualified students with a business simulation 30-week curriculum designed to generate new start-up businesses to be owned and operated by student entrepreneurs in connection with the Organization's Young Entrepreneur Academy (YEA!) Program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities related to the YEA Program described above.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL' By: rQ Name: UP rel afficiens rice Development Title:

GREATER BOCA RATON CHAMBER OF **COMMERCE EDUCATION FOUNDATION,** INC. (GOLDEN BELL) ("Organization") By: EULS. Name: 7 PRES . 60 Title:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") Dan Lindblade, a Greater Fort Lauderdale Chamber of Commerce (hereinafter the "<u>Organization</u>"), is entered into as of the 30th day of August, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two Thousand-Five hundred Dollars (\$2,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the (Broward County)* in connection with the Organization's *Big Ideas Program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL")

BM h ΔM

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

q -20-16 Date:

Greater Fort Lauderdale Chamber of Commerce
("Organization").
By: Alane CA Combal
Name: Daniel H. Lindblade
Title: <u> </u>
Date: $p - 14 - 16$.

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and **Indian River County Chamber of Commerce** (hereinafter the "<u>Organization</u>"), is entered into as of the <u>28th</u> day of <u>October</u>, <u>2016</u> (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of one thousand Dollars (\$1,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Indian River County region* in connection with the Organization's *Indian River County Annual Industry Appreciation Sponsorship* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL") By: VM

Name: Pamela Rauch

Title: <u>VP. External Affairs & Economic Development</u> Date: $\mathcal{W} - \mathcal{U} - \mathcal{U}$

Indian River County Chamber of Commerce,
Inc. / / //
("Organization")
By: Delle dietting
Name: <u>Helene Caseltine</u>
Title: <u>Economic Der. Dir.</u>
Date: 10-28-10

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Jacksonville Regional Chamber of Commerce Inc., a Florida nonprofit 501c6 (hereinafter the "Organization"), is entered into as of the <u>10</u> day of <u>March</u>, 20<u>16</u> (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of <u>five thousand</u> Dollars (<u>\$5,000</u>) (the "<u>Economic</u> <u>Development Funds</u>") to the Organization to be used for the sole purpose of sponsorship of the Friday, May 13th, 2016 dinner with company executives and Team Florida partners in connection with the Organization's THE PLAYERS Championship Showcase event. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FPL 000044 20180143-EI

FLORIDA POWER & LIGHT COMPANY

("FPL") By: Name: me Affairs + Eco. D Title: \ ZI 3/10/16 Date: ___

Jacksonville Regional Chamber of Commerce Inc.

("Organization" By: Name:

Title: Ð 14 10

Date: _ March 10,2016

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and **The Miami-Dade Beacon Council, Inc.** a State of Florida Economic development public/private partnership (hereinafter the "<u>Organization</u>"), is entered into as of the 4 day of February, 2016 (the "<u>Effective Date</u>"), pursuant to the tetrns and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of ten thousand Dollars (\$10,000) (the "Economic <u>Development Funds</u>") to the Organization to be used for the sole purpose of *Sponsorship for the business* seminar in connection with the Organization's business development mission to Spain. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4 <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL")
By: (rustal Ali
By: <u>Cryptal Shiks</u> Name: <u>Cryptal Shiks</u>
Title: Managa
Date: 3-10-16

THE MIAMI DADE BEACON COUNCIL, INC. Organization") Nam Title: Date:



February 10, 2016

Ms. Crystal Stiles Manager, Economic Development Florida Power & Light 700 Universe Boulevard – CEA/JB Juno Beach, FL 33408

Dear Crystal:

Thank you for your support of The Beacon Council's Economic Development Mission to Madrid, Spain on Wednesday, February 24, 2016 – Friday, February 26, 2016, by means of a \$10,000 sponsorship. The invoice for the sponsorship is enclosed.

We are pleased to welcome you to participate in the mission with us at our Business Seminar scheduled for Thursday, February 25, 2016.

Sponsorship includes: placement of the FPL logo in our mission materials, mission business agenda and PowerPoint for the Business Seminar; invites for an unlimited number of companies to attend the Business seminar; and invites for up to 10 companies to attend the Business Networking Reception on Wednesday, February 24, 2016 hosted by H.E. James Costos, U.S. Ambassador to Spain.

As you know, Spain is our top foreign direct investment market. Miami-Dade County is home to more than 200 companies from Spain with operations in our community, as well as the foreign direct investment arm of the Spanish Government, the Trade Commission of Spain, the Consulate General of Spain and the Spain-U.S. Chamber of Commerce, among other business organizations.

We look forward to a productive mission and thank you once again for your partnership. Please feel free to contact Mario Sacasa and/or Pamela Fuertes, with any mission-related questions.

Sincerely,

K. Hilliams

Larry Williams President & CEO

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and *The Miami-Dade Beacon Council, Inc.*, a Florida economic development entity (hereinafter the "<u>Organization</u>"), is entered into as of *the* <u>22</u> *day of* <u>August</u>, <u>2016</u> (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u> FPL agrees to pay the total amount of *Fifteen Thousand Dollars* (\$15,000.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *Annual Meeting - Title Sponsorship*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY ("FPL")

By: Name: Grystal Stiles TA

Title: Economic Development Manager

Date: 9-15-16

THE MIAMI-DADE BEACON COUNCIL, INC.

("Organization")

Larry Williams Name:

Title: President & CEO

Date: <u>8/22/2016</u>

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Florida Rural Economic Development Association (FREDA), a statewide rural economic development organization (hereinafter the "Organization"), is entered into as of the 6th day of July, 2016 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Five Thousand Dollars (\$5,000.00) (the "Economic <u>Development Funds</u>") to the Organization to be used for the sole purpose of marketing and providing data and information regarding rural economic development in Florida (statewide) in connection with the Organization's 2016 Florida Rural Economic Development Summit. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used as support for marketing and research services].

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the . State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL") (68W) By: Name: AMEL M March Economic Mel Affare = Economic Derchput Title: Date: Date: _

Florida Rural Economic Development Association, Inc.] ("Organization")

111 Name: Julie S. Conle Title: Cha

6-16

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and **Palm Beach North Chamber of Commerce** a **Florida-based Chamber of Commerce** (hereinafter the "<u>Organization</u>"), is entered into as of the <u>11th</u> day of <u>October, 2016</u> (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of three thousand five hundred Dollars (\$3,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Northern Palm Beach County region* in connection with the Organization's 2016 **YEA! Sponsorship** Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL") and a C By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

11-1 -16 Date: _

Palm Beach North Chamber of Commerce ("Organization")

Kur K By:

Name: Beth Kigel

Title: President & CEO 2010 Date: _ los

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Putnam County Chamber of Commerce, a Florida Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 24 day of October, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Five Thousand Dollars (\$5,000) (the <u>'Economic Development Funds</u>') to the Organization to be used for the sole purpose of funding the Putnam Chamber of Commerce in connection with the Organization's Small Business Development Center. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL, or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL") tomela By:

Name: Pamela Rauch

Date:

1O

Title: VP, External Affairs & Economic Development

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("Organization") 6 11110 By: 1B Janes C Name: nná condent Title: 10 24/16 Date:

PUTNAM COUNTY CHAMBER OF COMMERCE

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Seminole County Board of County Commissioners, a Florida Economic Development group (hereinafter the "<u>Organization</u>"), is entered into as of the 2nd day of November, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two Thousand Eight Hundred Dollars (\$2,800) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of Economic Development efforts in connection with the Organization's Economic Development Advisory Board. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

("FPL" town By:

Name: Pamela Rauch

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Title: VP, External Affairs & Economic Development

Date: 11-8-16

Seminole Co. Board of County Commissioners ("Organization")

By: \ 27 Name: Administrator Title: Chiel 11 016 Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Economic Development Commission (SEDC) (hereinafter the "<u>Organization</u>"), is entered into as of the 10th day of November, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of one thousand Dollars (\$1,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Brevard County region* in connection with the Organization's *Economic Development Commission's Electronic Newsletter Sponsorship* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("PPL") By: ð.

Name: Pamola Rauch

Title: VP, External Affairs & Economic Development

12-Date: ____

Space Coast Economic Development Commission (SEDC), ("Organization")

By? ERNER Namo: MICHAEL Tille: PRESIDENT 2016 Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and St. Johns Chamber of Commerce, a Florida Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 2nd day of November, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of Three Thousand Dollars (\$3,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of providing business recovery scholarships to local businesses to be used towards St. Augustine's annual "Nights of Lights" in connection with the Organization's St. Johns County Holiday Business Recovery Economic Development Sponsorship. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HERBON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

> FPL 000059 20180143-EI

FLORIDA POWER & LIGHT COMPANY

("FPL By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date:

ST. JOHNS CHAMBER OF COMMERCE ("Organization")

By: Name: RIGUE Title: Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and **Team Volusia Economic Development Corporation**, a Florida Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 10th day of June, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of <u>two-thousand five hundred</u> dollars (\$2,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *J* in connection with the Organization's 2016 Coke Zero 400 Consultant Luncheon Event. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used as support for marketing and research services.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY <u>Tean</u>
("FPL") By: awhave
By: WWWWW
Name: Par Rauba
Title: MP, Ext Officeus + Ec D.
Date: 10-15-14

<i>m Volusia Economic Development Corporation</i> ("Organization")
By: Keith a. Mndes
Name: KEITH A. NORDEN
Title: President + CEO
Date: June 10,2016

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Team Volusia Economic Development Corporation, an EDC corporation (hereinafter the "Organization"), is entered into as of the 7th day of November, 2016 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of One Thousand Five Hundred (\$1,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of sponsoring the annual meeting in connection with the Organization's TVEDC Annual Meeting. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6,0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES. THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

("FPL") By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

~ Date:

Team Volusia Economic Development Corp. ("Organization")

By: We A. NORDEr Name: KEN Title: President + CEO Date: November 11 2016

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ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and **The Beacon Council Economic Development Foundation**, a Florida Economic Development entity (hereinafter the "<u>Organization</u>"), is entered into as of the <u>2244</u> day of <u>August</u>, 20<u>46</u> (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Five-Thousand Dollars (\$5,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL")

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development Date:

THE BEACON COUNCIL ECONOMIC DEVELOPMENT FOUNDATION ("Organization")

By: Name:

Title: Date;

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and [**The Broward Alliance**, **DBA Greater Fort Lauderdale Alliance**, a Florida, 501C6 (hereinafter the "<u>Organization</u>"), is entered into as of the <u>25th day of March 2016</u>, pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Seven Thousand Five Hundred Dollars (\$7,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of Sponsorships for Mid-Year event in connection with the Organization's economic development programs. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL")

Rauch fr mela. By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Dev

Date: March 25, 2016

BROWARD ALLIANCE DBA GREATER FORT LAUDERDALE

far Bugo By:

Name: Gail Bulfin

Title: VP, Membership Development

Date: March 25, 2016

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and **The Broward Alliance DBA Greater Fort Lauderdale Alliance** (hereinafter the "<u>Organization</u>"), is entered into as of the 21st day of November, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two Thousand Five Hundred Dollars (\$2,500.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of Sponsorship for 2016 Greater Fort Lauderdale Alliance Annual Meeting activities in connection with the Organization's economic development program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operation assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL") By:

Name: Pamela Rauch

ť

Title: VP, External Affairs & Economic Development

Date: 12 - 2 - 16

BROWARD ALLIANCE DBA GREATER FORT LAUDERDALE ALLIANCE ("Organization")

By:

Name: Gail Bulfin

vP Membrady Developnon Title: 10-21-16 Date: ____

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Florida Small Business Development Center at the University of South Florida, a Florida Florida Public University (hereinafter the "Organization"), is entered into as of the 3rd day of June, 2016 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of <u>Three Thousand Dollars (\$3,000.00</u>) (the <u>"Economic Development Funds</u>") to the Organization to be used for the sole purpose of promotion and to cover expenses of the Basic Economic Development course and to provide two scholarships for attendees in connection with the Organization's 40^{th} <u>USF Basic Economic Development Course</u> Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

("FPL") By: Name: -affanse-Ec.D. Title: Date: 6-15

Florida Small Business Development Center of the University of South Florida

("Organization") By:

Name: _Kristene Manning_

Title: Business Manager

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and **Bradenton Area Economic Development Corporation** (hereinafter the "<u>Organization</u>"), is entered into as of the <u>12th</u> day of <u>June, 2017</u> (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of one thousand Dollars (\$2,500) (the "Economic <u>Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Bradenton Area* in connection with the World Rowing Championships. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL")	Bra Cor
By: Ramela Pauch	By:
Name: Pamela PAUCH	Nar
Title: UP, Eskind Affairs a Economic Dev.	Titl
Date:	Dat

denton Area Economic'Development poration ("Organization" psident + 1 2120118

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Bradenton Area Economic Development Corporation, a Florida 501C6 (hereinafter the "<u>Organization</u>"), is entered into as of the 28th day of March, 2018 pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of *Four Hundred and fifty (\$550.00)* (the "Economic <u>Development Funds</u>") to the Organization to be used for the sole purpose of *facilitating the execution of the Economic Forecast Breakfast* in connection with the Organization's *fundraising efforts to support Business Development in Manatee County*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used *to provide operational assistance for economic development activities*.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY ("FPL") By: <u>Parmela fauch</u> Name: <u>Parmela fauch</u> Title: <u>VP. External Affairs</u> 2 Economic Development Bradenton Area Economic Development Corporation

("Organization") By:

Name: Sharon Hillstrom

Title: President & CEO

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Bradenton Area Economic Development Corporation, a Florida 501C6 (hereinafter the "<u>Organization</u>"), is entered into as of the 28th day of March, 2018 pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of *Seven Hundred and fifty dollars (\$750.00)* (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *facilitating the execution of the Annual Hob Nob Bar-B-Que* in connection with the Organization's *fundraising efforts to support Business Development in Manatee County.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used *to provide operational assistance for economic development activities.*

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL") By: <u>Panela Rau</u> Name: Panela franch Title: <u>VP, Extend Affairs</u> Economic Development

Bradenton Area Economic Development Corporation ("Organization")

By:

Name: Sharon Hillstrom

Title: President & CEO

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and *Bradenton Area Economic Development Corporation, a Florida 501C6* (hereinafter the "<u>Organization</u>"), is entered into as of the 28th day of March, 2018, pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of *One thousand and four hundred Dollars (\$1,400)* (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *facilitating the execution of the Year end Annual Update Meeting*, in connection with the Organization's *fundraising efforts to support Business Development in Manatee County*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used *to provide operational assistance for economic development activities*.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

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IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL") Bv: Name Title: V

Bradenton Area Economic Development Corporation ("Organization")

Bν

Name: Sharon Hillstrom

Title: President & CEO

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and **BROWARD COUNTY'S OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**, a governmental economic development entity (hereinafter the "<u>Organization</u>"), is entered into as of the 28th day of February, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two Thousand Five Hundred Dollars (\$2,500.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *economic development* in connection with the Organization's "The Broward Business and Beyond Conference." Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FPL 000154 20180143-EI

FLORIDA POWER & LIGHT COMPANY

("FPL") By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: 4 - 16 - 18

BROWARD COUNTY OESBD

("Organization" By:

Name: Jasmine Jones

Title: Public Information Officer/Manager

Date: February 28, 2018

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and **Business Development Board of Palm Beach County, Inc.** (hereinafter the "<u>Organization</u>"), is entered into as of the 3rd day of January, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of one thousand Dollars (\$2,500) (the "Economic <u>Development Funds</u>") to the Organization to be used for the sole purpose of supporting the 2018 International Site Consultant Palm Beach County Familiarization Program (FAM 2018) in connection with the Organization's economic development efforts on behalf of Palm Beach County. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL") rem By: Name: AmalA end Alfones & Economic Dev. Title: V 11-18 Date: 1 -

[INSERT COMPLETE LEGAL NAME]

("Business Development Board of Palm Beach County, Inc.")

By: ハ æл Name: Gary Hines

Title: Sr. Vice President, Administration

Date: January 3, 2018

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Economic Development Council of SLC (hereinafter the "Organization"), is entered into as of the 13th day of February, 2018 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of eight thousand five hundred dollars (\$8,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the St. Lucie County region* in connection with the Organization's *EDC 6th Annual Leadership Dinner Sponsorship* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL") By:

Name: Pamela Rauch

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Title: VP of External Affairs & Economic Dev

3-2 ~ Date:

[Economic Development Council of SLC] ("Organization") 2 By Tesch Name: re Jent Title: PC Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and **Economic Development Council of St. Lucie County**, a Florida 501(c)6 (hereinafter the "<u>Organization</u>"), is entered into as of the <u>day of May</u>, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein and to the terms set forth in the purchase order to which this Agreement is attached and which is incorporated herein by reference (the "<u>Purchase Order</u>").

Recitals

WHEREAS, the Organization is engaged in an economic development program pursuant to which "Leading the New Breed Symposium" (the "<u>Economic Development Program</u>");

WHEREAS, FPL desires to participate in the Economic Development Program by providing financial support as more clearly described hereinafter ("Economic Development Funds") Economic Development in the St. Lucie County region in connection with the Organization's "Leading the New Breed Symposium" and site selectors event in accordance with the terms contained in this Agreement;

WHEREAS, each party acknowledges that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission;

WHEREAS, FPL acknolwedges that, as of the Effective Date, the Organization will reasonably rely on FPL's obligation to pay the Economic Development Funds in accordance with the terms of this Agreement; and

WHEREAS, the Organization desires to accept the Economic Development Funds and to apply them to the Economic Development Program in accordance with this Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the agreements, covenants and payments hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Agreement to Pay and Receive</u>. In accordance with and subject to the terms and conditions hereof, FPL agrees to pay the Economic Development Funds, which, for purposes of this Agreement, shall consist solely of the total amount of Ten Thousand Dollars (\$10,000.00), to the Organization to be used for the sole purpose of completing the work (the "<u>Work</u>") described in <u>Exhibit A</u> attached hereto and incorporated herein by reference (the "<u>Scope of Work</u>"). Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement.

2. <u>Payment</u>. The Organization shall issue an invoice for the payment of the Economic Development Funds promptly following the Effective Date. FPL agrees to pay the Economic

Development Funds to the Organization net forty-eight (48) days following receipt of a valid invoice therefor.

3. <u>Performance of the Services</u>. The Organization will perform and complete the Work in accordance with the terms of the Scope of Work.

4. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

5. <u>Term</u>. The term of this Agreement shall be for a period commencing on the Effective Date and terminating June 30, 2018, unless terminated earlier in accordance with this Agreement.

6. <u>Termination</u>. FPL may terminate this Agreement immediately upon notice to the Organization in the event of (i) a breach of this Agreement by the Organization or (ii) a change in applicable law, statute, regulation, rule or ordinance of any governmental authority, or interpretation of any of the foregoing, that FPL deems to adversely affect FPL in connection herewith. In the event of any termination under this Section 6, the Organization shall immediately refund to FPL any Economic Development Funds that have not yet been used pursuant to the Scope of Work.

7. <u>Yearly Report: Audit Rights</u>. The Organization shall submit to FPL a year-end report for each year in which Economic Development Funds paid hereunder are attributable to the Economic Development Program. Such year-end report shall document the means in which the Economic Development Funds were used for the Economic Development Program in accordance with the Scope of Work. FPL shall have the right, but not the obligation, at all times to inspect the Organization's books, records and documents of any kind which are in any way related to this Agreement for the purpose of auditing and verifying the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall preserve all such records for six years after payment under this Agreement and FPL shall have the right to audit until the end of this period. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

8. <u>Indemnification</u>. The Organization agrees that it will defend, indemnify and hold harmless FPL and its affiliates, parent companies, directors, officers, employees and agents from and against any and all liabilities, losses, claims, damages, costs or expenses, including reasonable attorneys' fees, incurred by one or more such parties arising from or related to the Economic Development Program.

9. <u>General Provisions.</u>

(a) <u>Waiver</u>. The failure by any party to this Agreement to exercise any right, power or option given to it by this Agreement, or to insist upon strict compliance with the provisions of this Agreement, shall not constitute a waiver of the provisions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the provisions hereof. Except as otherwise specified in

FPL 000161 20180143-EI this Agreement, the rights or remedies contained herein are cumulative to any other rights or remedies which may be available at law or in equity.

(b) <u>Notice</u>. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of actual receipt or three days after the date deposited in the U.S. Mail, by certified mail, return receipt requested, addressed as follows:

The Organization:

FPL:

Peter Tesch, President	[TITLE, Office of External Affairs]
Economic Development Council of SLC	Florida Power & Light Company
PO Box 881358	700 Universe Boulevard
Port St. Lucie, FL 34988	Juno Beach, FL 33408
(772) 336-6254 (voice)	(561) 691
	(voice)
(772) 336-6255 (fax)	(561) 691 (fax)
ptesch@youredc.com (E-mail)	E-mail:@fpl.com

With Copies to:

With Copies to:

Florida Power & Light Company Law Department (Law/JB) 700 Universe Boulevard Juno Beach, Florida 33408 Facsimile: (561) 691-7101 Attention: General Counsel

(c) <u>Severability</u>. Should any provision of this Agreement be determined to be invalid for any reason, such invalidity shall not affect the validity of any other provision, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Agreement without including therein any such provisions which may for any reason be hereafter determined invalid.

(d) <u>Assignment</u>. The Organization shall not transfer or assign this Agreement without the prior express written consent of FPL.

(e) <u>Survival</u>. The provisions which, by their nature, are intended to survive termination of this Agreement, including, but not limited to, Sections 7-9 hereof, shall survive any termination of this Agreement indefinitely.

(f) <u>Entire Agreement and Effect</u>. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. All representations and negotiations relative to the matters contemplated by this Agreement are merged herein, and there are no contemporaneous understandings or agreements relating to the matters set forth herein other than those incorporated herein. The priority of the documents that form this Agreement is as follows: (1) the Purchase Order, (2) the body of this Agreement, (3) the Scope of Work.

(g) <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement (whether to enforce a right or obligation or obtain a remedy or otherwise) will be brought solely in the state or federal courts located in the State of Florida. Each Party hereby unconditionally and irrevocably consents to the jurisdiction of those courts and waives its rights to bring any action or proceeding against the other Party except in those courts. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed in duplicate by their duly authorized representatives as of the Effective Date.

4

FLORIDA POWER & LIGHT COMPANY

("FPL" Name: Title: mie Berclophert

ECONOMIC/DEVELOPMENT COUNCIL OF ST. LUCIE COUNTY/ INC. ("Organization") By:

Name: Peter Tesch

Title: President

EXHIBIT A

SCOPE OF WORK

See attached.

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Enterprise Florida Inc./Team Florida Marketing & Communications Co-Op Program

PROPOSAL

ECONOMIC DEVELOPMENT COUNCIL OF ST. LUCIE COUNTY

About the Economic Development Council of St. Lucie County, Inc.:

The Economic Development Council of St. Lucie County, Inc., (EDC) is a public/private 501(C) 6 corporation established to attract new business, support expansion and retention of existing businesses, and advance community and economic development in the County. The goal of the EDC is to develop high-wage, high-value jobs.

The Goals and Objectives of the Program Requested:

St. Lucie County is currently the eighth largest city in the State of Florida with a population of over 300,000 residents and a labor pool of over 131,000, representing a 40% growth since 2000. During the economic downtown, St. Lucie County suffered tremendously with high unemployment and the highest foreclosure rate in the nation. Regional employment opportunities were sparse within a large labor pool. The area became attractive to the life sciences industry beginning with Scripps Florida Research Institute and Max Planck Florida Institute for NeuroScience anchoring in neighboring Palm Beach County. This emerging industry sector in the South Florida region provided opportunities for high value, high wage employment as well as career pathways for post-secondary educated students and transitioning displaced professionals.

In efforts to strengthen the St. Lucie economy and build on the South Florida regional life science cluster, companies such as Mann Research Center, Torrey Pines Institute for Molecular Studies and the Vaccine and Gene Therapy Institute were recruited to establish operations in the community. Unfortunately, some of these projects did not prove fruitful to St. Lucie County. The Mann Research Center sold their facility to Optimal Outcomes to serve as office space for medical practitioners; the Vaccine and Gene Therapy Institute shuttered their doors, leaving the City of Port St. Lucie with over \$64 million in bond debt, a vacant 107,000 square foot facility, and over a half-million dollars per year in maintenance expenses.

Economic Development Council of St. Lucie County I 500 NW California Blvd., Building F, Suite 109 I Port St. Lucie, FL 34986 772.336.6250 I www.youredc.com I www.facebook.com/StLucieEDC Today, St. Lucie County has been recognized at the number one home buying location in the United States for millennials and possesses a pro-business climate, welcoming economic development activities in both the County and municipalities of the City of Port St. Lucie and the City of Fort Pierce. The life science cluster is strong, with the development of the new Tradition Medical Center which underwent a major expansion after only 18 months from opening their doors; Optimal Outcomes successfully transitioned the Mann Research Center into fully leased space for medical practitioners, and built a second building adjacent and mirroring their existing facility. The renown Torrey Pines Institute for Molecular Studies is flourishing with recent partnerships including Assuage Pharmaceuticals and Autophagy Neurotherapeutics.

Additionally, St. Lucie County is home to a variety of life sciences companies, research institutions and biotech firms that include Oculus, Remetronix, USDA Agricultural & Horticultural Research Lab, Florida Atlantic University's Harbor Branch Oceanographic Institute and three hospitals. St. Lucie County Public Schools offers Advanced Placement courses and curriculum in Allied Health, Biomedical Science and Industrial Biotechnology through the Career and Technical Education program.

St. Lucie County's targeted industries are beginning to flourish in core employment sectors such as manufacturing, distribution/logistics and life sciences. Our longstanding businesses in these sectors are growing and expanding, and the area is attracting new job creation and capital investment in these markets. The development of our talent pipeline and ample greenfield space in our community is vital for the continuation and forward momentum of our economic development efforts.

The goals and objectives of this special event are to engage local, national and international site consultant professionals and introduce them to our region. The event will feature an expert panel of site consultant and economic development professionals sharing their expertise on building the talent pipeline and greenfield space in communities for strong economic development activities in the growth of business retention, expansion and attraction. The event will also feature keynote speaker and reknown author in corporate leadership training, Phillip Van Hooser, who will present on the ever present thought provoking topic of millennials in his presentation "Motivating Managers, Millennials and Misfits".

Tactical Components of the Program:

a) Program Offering: This special event will be focused on building the talent pipeline and site readiness for economic development. The event outreach will be strongly targeted to site consultants, corporate leadership, real estate professionals and regional community leaders with a strong focus in manufacturing, distribution/logistics and life sciences. This will be a two-day event offered on the Treasure Coast.

b) Tactical Components:

1. The event will present site consultant and economic development professionals in a presentation setting to discuss key areas of economic development in the Treasure Coast region focusing on building the talent pipeline and site readiness.

Economic Development Council of St. Lucie County I 500 NW California Blvd., Building F, Suite 109 I Port St. Lucie, FL 34986 772.336.6250 I www.youredc.com I www.facebook.com/StLucieEDC 2. A key aspect of economic development is introducing site selectors from outside the area and the state to St. Lucie County and the Treasure Coast region. The two-day event will include a community asset tour providing a tremendous opportunity to demonstrate St. Lucie County's strategic location, quality workforce preparedness initiatives and a spectacular location and setting in which to live, work and play. This event is one of the most efficient and effective ways to ensure key decision makers learn about and see our region.

The proposed itinerary for the event is attached to this grant proposal and identified as "Addendum B".

Special Event Costs and Timeline:

The grant requested for this special event is \$10,000. The event costs will be comprised of the following:

- 1. Summit: event (2) two-day venue
- 2. Summit event: food and beverage
- 3. Summit Evening Reception and Dinner
- 4. Summit Invitations
- 5. Marketing and Public Relations
- 6. Summit Materials printing, signage, staging
- 7. (10) -Ten Guest Presenters and Site Consultants: travel, overnight lodging, transportation, food and beverage

Proposed measurement tools to determine the effectiveness of the program:

The tools that will be utilized to measure the effectiveness of the program will include:

- 1. Ability to attract expert presenters and site consultants for core components of program
- 2. RSVP's and guest attendance at the event
- 3. Sponsorships from local and regional investors
- 4. Post-event survey and formation of action plan

Proof of availability of local, matching funds on a 1:1 basis:

The Economic Development Council of St. Lucie County will commit a 100% local match in the amount of \$10,000 through the organization's Fiscal Year 2017-2018 budget. The organizational commitment letter and a copy of the organizational budget are attached to this grant proposal and identified as "Addendum B".

Organizational Contact:

Mr. Peter Tesch, President Economic Development Council of St. Lucie County 500 NW California Blvd., Building F, Suite 109, Port St. Lucie, FL 34986 Phone: 772.336.6250 Email: ptesch@youredc.com Website: www.youredc.com

Economic Development Council of St. Lucie County I 500 NW California Blvd., Building F, Suite 109 I Port St. Lucie, FL 34986 772.336.6250 I www.youredc.com I www.facebook.com/StLucieEDC



Leading the New Breed Symposium and Site Selectors Community Asset Tour June 12-14, 2018

ITINERARY

June 12, 2018

Afternoon/Evening

- Presenters and Site Selectors travel to St. Lucie County/Treasure Coast host Hutchinson Shores Resort and Spa
- Evening reception with Treasure Coast community leaders

June 13, 2018

- 7:30 8:30 am
 - Welcome breakfast

8:45 - 9:00 am

• Sponsor Welcome and Introductions

9:00 - 10:30 am

• "Motivating Managers, Millennials and Misfits" by Phillip Van Hooser, Founder - Vanhoover & Associates

10:30 - 10:45 am

Break

10:45 - 11:30 am

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• "Trends in building the talent pipeline and site readiness" - Site consultant panel discussion

11:30 - 12:50 pm

- Lunch
- 12:05 12:50 pm
 - "Professionalism is a Choice" by Phillip Van Hooser, Founder Hooser & Associates

12:50 - 1:00 pm

- Wrap up and adjourn
- 1:00 2:00 pm
 - "Leaders Ought to Know" Book Signing by Phillip Van Hooser

2:00 - 3:30 pm

• Break

3:30 pm

North County COMMUNITY ASSET TOUR

6:30 pm

• Evening Special Event

9:30 pm

• Return to Hotel

June 14, 2019

7:30 am

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Breakfast

8:30 – 11:30 am

• South County COMMUNITY ASSET TOUR

11:30 – 1:00 pm

• Lunch

1:00 – 1:30 pm

• Depart to Hotel

1:30 pm

• Site selectors depart

Economic Development Council of St. Lucie County I 500 NW California Blvd., Building F, Suite 109 | Port St. Lucie, FL 34986 772.336.6250 | www.youredc.com | www.facebook.com/StLucieEDC



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Wes McCurry, Chair-elect Tradition Land Company

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Rob Lord Martin Health System

Bob Krieger Lawnwood Regional Medical Center & Heart Institute

Peter Tesch Economic Development Council

Amy Brunjes Florida Power & Light

Glen Ryals GL Homes

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Enterprise Florida

Att: Mr. Tim Vanderhoof/Team Florida Co-Op Program 800 North Magnolia Avenue Suite 1100 Orlando, FL 32803

Re: Team Florida Co-Op Program Proposal Matching Fund Commitment Letter

Dear Tim,

Please accept this letter as our commitment in the amount of \$10,000 as 1:1 basis of matching funds for our Team Florida Co-Op Program grant proposal.

This commitment letter confirms these funds are available within the Economic Development Council of St. Lucie County's Fiscal Year 2017-2018 budget.

Sincerely Peter Tesch

President



Tom Wilkinson,Seacoast Bank Joel C. Zwemer, esq., Dean Mead

> Economic Development Council of St. Lucie County 772.336.6250 • www.youredc.com 500 NW California Blvd. • Bldg. S, Suite 103 • Port St. Lucie, FL 34986 (Located at Indian River State College)

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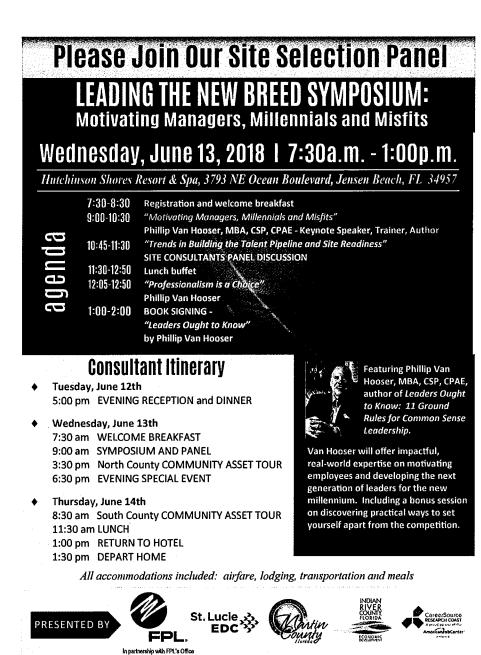
December 29, 2017

St. Lucie St. EDC

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EDC FISCAL YEAR 2017/2018 Budget

Income	
Private Sector Investment	255,000
NEW Private Sector Investment	65,000
Public Grants	305,000
Public Matching Grant	50,000
Events - Tickets	7,040
Meeting Sponsors	11,000
Leadership Dinner Tickets	13,000
Leadership Dinner Sponsors	40,000
LOTL Golf Tourney Tickets	2,500
LOTL Golf Tourney Sponsors	53,000
Skills Gap Study	16,000
Total income	817,540
Expense	
Salaries	343,512
Payroll Expenses (Taxes)	26,699
401(k) contributions	12,780
Tangible property taxes	100
Auto Expense	15,420
Business Attraction & Retention	96,925
Communications & Marketing	30,000
Telephone	4,000
Insurance	7,085
Health Insurance Expense	28,820
Equip Rent/Repairs/Maint	1,800
Legal & Accounting	10,000
Office Expense	7,000
Office Expense - Web Support	10,000
Professional Fees (payroll)	600
Postage & Delivery	1,000
Travel & Entertainment	18,000
Bank Service Charges	2,500
Dues & Subscriptions	5,000
Licenses, Permits & Fees	260
Meeting Expenses	27,000
Leadership Dinner	42,000
LOTL Golf Tourney	27,650
Skills Gap Study	16,000
Rent	19,650
Miscellaneous	5,000
Operating Reserve	40,000
Total Expense	798,801



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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Enterprise Florida, Inc. ("EFI"), a Florida not-for-profit corporation (hereinafter the "Organization"), is entered into as of the 18th day of May, 2018 (the "Effective Date"), pursuant to the terms and conditions stated herein.

 <u>Payment</u>, FPL agrees to pay the total amount of Ten Thousand Dollars (\$10,000) (the "<u>Economic</u> <u>Development Funds</u>") to the Organization to be used for the sole purpose of SelectUSA Investment Summit Florida Pavilion and two receptions in connection with the Organization's *SelectUSA Investment Summit 2018*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL") 101 Ann D By: LANCH Name: Janela kternal Affanjes & Eco Dev. Title: \mathcal{V} 31 · 18 'nک Date:

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ENTERPRISE FLORIDA, INC.

("Organization") By: LANDER HOOF Name: TANI Title: Serlor VILE PRESIDENT 24/2018 Date: ____

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and **Enterprise Florida, Inc., a public-private partnership between Florida's business and** government leaders and is the principal economic development organization for the state of Florida (hereinafter the "<u>Organization</u>"), is entered into as of the 14th day of July (the "<u>Effective</u> <u>Date</u>"), pursuant to the terms and conditions stated herein and to the terms set forth in the purchase order to which this Agreement is attached and which is incorporated herein by reference (the "<u>Purchase Order</u>").

<u>Recitals</u>

WHEREAS, the Organization is engaged in an economic development program pursuant to which 2018 Farnborough Airshow Enterprise Florida Exhibitor, (the "Economic Development Program");

WHEREAS, FPL desires to participate in the Economic Development Program by providing financial support as more clearly described hereinafter ("Economic Development Funds") the EFI/FPL scope of work for Farnborough Airshow in accordance with the terms contained in this Agreement;

WHEREAS, each party acknowledges that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission;

WHEREAS, FPL acknolwedges that, as of the Effective Date, the Organization will reasonably rely on FPL's obligation to pay the Economic Development Funds in accordance with the terms of this Agreement; and

WHEREAS, the Organization desires to accept the Economic Development Funds and to apply them to the Economic Development Program in accordance with this Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the agreements, covenants and payments hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Agreement to Pay and Receive</u>. In accordance with and subject to the terms and conditions hereof, FPL agrees to pay the Economic Development Funds, which, for purposes of this Agreement, shall consist solely of the total amount of __forty-eight thousand______ Dollars (\$48,000), to the Organization to be used for the sole purpose of completing the work (the "<u>Work</u>") described in <u>Exhibit A</u> attached hereto and incorporated herein by reference (the "<u>Scope of Work</u>"). Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement.

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2. <u>Payment</u>. The Organization shall issue an invoice for the payment of the Economic Development Funds promptly following the Effective Date. FPL agrees to pay the Economic Development Funds to the Organization net forty-eight (48) days following receipt of a valid invoice therefor.

3. <u>Performance of the Services</u>. The Organization will perform and complete the Work in accordance with the terms of the Scope of Work.

4. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

5. <u>Term</u>. The term of this Agreement shall be for a period commencing on the Effective Date and terminating July 30, 2018, unless terminated earlier in accordance with this Agreement.

6. <u>Termination</u>. FPL may terminate this Agreement immediately upon notice to the Organization in the event of (i) a breach of this Agreement by the Organization or (ii) a change in applicable law, statute, regulation, rule or ordinance of any governmental authority, or interpretation of any of the foregoing, that FPL deems to adversely affect FPL in connection herewith. In the event of any termination under this Section 6, the Organization shall immediately refund to FPL any Economic Development Funds that have not yet been used pursuant to the Scope of Work.

7. <u>Yearly Report: Audit Rights</u>. The Organization shall submit to FPL a year-end report for each year in which Economic Development Funds paid hereunder are attributable to the Economic Development Program. Such year-end report shall document the means in which the Economic Development Funds were used for the Economic Development Program in accordance with the Scope of Work. FPL shall have the right, but not the obligation, at all times to inspect the Organization's books, records and documents of any kind which are in any way related to this Agreement for the purpose of auditing and verifying the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall preserve all such records for six years after payment under this Agreement and FPL shall have the right to audit until the end of this period. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

8. <u>Indemnification</u>. The Organization agrees that it will defend, indemnify and hold harmless FPL and its affiliates, parent companies, directors, officers, employees and agents from and against any and all liabilities, losses, claims, damages, costs or expenses, including reasonable attorneys' fees, incurred by one or more such parties arising from or related to the Economic Development Program.

9. <u>General Provisions.</u>

(a) <u>Waiver</u>. The failure by any party to this Agreement to exercise any right, power or option given to it by this Agreement, or to insist upon strict compliance with the provisions of this Agreement, shall not constitute a waiver of the provisions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to

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require exact and strict compliance with all the provisions hereof. Except as otherwise specified in this Agreement, the rights or remedies contained herein are cumulative to any other rights or remedies which may be available at law or in equity.

(b) <u>Notice</u>. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of actual receipt or three days after the date deposited in the U.S. Mail, by certified mail, return receipt requested, addressed as follows:

The Organization:

ENTERPRISE FLORIDA INC. 800 North Magnolia Avenue, Suite 1100 Orlando, Florida 32803 FPL:

Pam Rauch, Vice President, External Affairs and Economic Development Florida Power & Light Company 700 Universe Boulevard Juno Beach, FL 33408 (561) 691-7114

E-mail: pamrauch@fpl.com

With Copies to:

With Copies to:

Florida Power & Light Company Law Department (Law/JB) 700 Universe Boulevard Juno Beach, Florida 33408 Facsimile: (561) 691-7101 Attention: General Counsel

(c) <u>Severability</u>. Should any provision of this Agreement be determined to be invalid for any reason, such invalidity shall not affect the validity of any other provision, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Agreement without including therein any such provisions which may for any reason be hereafter determined invalid.

(d) <u>Assignment</u>. The Organization shall not transfer or assign this Agreement without the prior express written consent of FPL.

(e) <u>Survival</u>. The provisions which, by their nature, are intended to survive termination of this Agreement, including, but not limited to, Sections 7-9 hereof, shall survive any termination of this Agreement indefinitely.

(f) <u>Entire Agreement and Effect</u>. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior

agreements and understandings. All representations and negotiations relative to the matters contemplated by this Agreement are merged herein, and there are no contemporaneous understandings or agreements relating to the matters set forth herein other than those incorporated herein. The priority of the documents that form this Agreement is as follows: (1) the Purchase Order, (2) the body of this Agreement, (3) the Scope of Work.

(g) <u>Governing Law; Wniver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement (whether to enforce a right or obligation or obtain a remedy or otherwise) will be brought solely in the state or federal courts located in the State of Florida. Each Party hereby unconditionally and irrevocably consents to the jurisdiction of those courts and waives its rights to bring any action or proceeding against the other Party except in those courts. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed in duplicate by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL") Bv: Name: Vitement afferres + Grenomic Development Title: VP

Enterprise Plorida Inc. Organization") Name: Title:

FLORIDA.

April 4, 2018

INITIAL PROPOSAL - POWERING FLORIDA SECTION OF THE FL PAVILION FARNBOROUGH INTERNATIONAL AIRSHOW 2018

TO: Crystal Stiles, Director of FPL's Office of Economic Development

FROM: Paul Mitchell, Director, ITD - Aerospace and Defense Trade Programs

Service, quality and innovation are key elements of our International Trade Development programs. Introducing an EDO/community section hosted by a key partner like FPL will provide a platform for FDI promotion and add a new element to our marquee aerospace event. I look forward to working with you and your team as we introduce a Powering Florida section at this upcoming Farnborough International Airshow (FIA).

This initial proposal will include costs associated with exhibit space and list the items included in that cost. Custom design, graphics and furniture will be offered at an extra cost to be determined by our stand builder..

Powering Florida Section of the FL Pavilion

Total space (sqm)37sqmCost\$48,100

Each EDO booth will include:

- One poster size graphic
- Carpeting, table and chairs, information counter, lighting, electrical outlet, & name sign
- Use of common lounge area for two representatives
- Daily cleaning

Conference room:

- The conference room within the 37sqm of the Powering Florida section is dedicated space for FPL and the exhibiting communities. Scheduling of the conference room will the responsibility of FPL staff onsite, unless otherwise arranged with me/EFI.
- Amenities Conference table and six chairs and 2 poster size graphics for the walls.
 - Additional amenities such as a refrigerator, cabinets, shelving, air cooler, TV monitor are available at an additional cost. I will work with you and the designer on best options for what you require.

Badging:

- 8 exhibitor badges will be included in the purchase of the 37sqm.
- Additional badges can be purchased for 124.50GBP.

Reception invitations:

Non-EFI event invitations (receptions) must be purchased by each exhibitor through me/EFI. Cost per event TBD.

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and *FLORIDA DELEGATION* – SOUTHEAST U.S. JAPAN ASSOCIATION INC], a [A FLORIDA NOT FOR PROFIT CORPORATION (501 C6) (hereinafter the "<u>Organization</u>"), is entered into as of the 18th day of May 2018 (the "<u>Effective</u> <u>Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Twenty-Five Thousand Dollars (\$25,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of the organization's primary exempt purpose of promoting Florida-Japan trade, investment, tourism and business ties in partnership with the public and private sector in connection with the Organization's sustaining membership program and activities such as the SEUS/Japan Annual Joint Meeting; Florida-Japan Summit; and other Florida-Japan related programs statewide and in Japan. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY

FLORIDA DELEGATION - SOUTHEAST U.S. JAPAN ASSOCIATION INC ("Organization")

("FPL")

Name: Kemel

Title: V

Date:

Pamela Brills By:

By:

Name: <u>DAVE WOODWARD</u> <u>Ecu Development</u> Title: <u>EXECUTIVE DIRECTOR</u> Date: <u>MAY 18, 2018</u>

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and the Florida Economic Development Council, a Florida not-for-profit, 501(C)(6) organization, (hereinafter the "<u>Organization</u>"), is entered into as of the 9th day of February, 2018 (the "<u>Effective</u> <u>Date</u>"), pursuant to the terms and conditions stated herein and to the terms set forth in the purchase order to which this Agreement is attached and which is incorporated herein by reference (the "Purchase Order").

Recitals

WHEREAS, the Organization is engaged in an economic development program pursuant to which Florida Economic Development Council Annual Conference (the "Economic Development Program");

WHEREAS, FPL desires to participate in the Economic Development Program by providing financial support as more clearly described hereinafter ("Economic Development <u>Funds</u>") as support for marketing and research services in accordance with the terms contained in this Agreement;

WHEREAS, each party acknowledges that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission;

WHEREAS, FPL acknowledges that, as of the Effective Date, the Organization will reasonably rely on FPL's obligation to pay the Economic Development Funds in accordance with the terms of this Agreement; and

WHEREAS, the Organization desires to accept the Economic Development Funds and to apply them to the Economic Development Program in accordance with this Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the agreements, covenants and payments hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Agreement to Pay and Receive</u>. In accordance with and subject to the terms and conditions hereof, FPL agrees to pay the Economic Development Funds, which, for purposes of this Agreement, shall consist solely of the total amount of Ten thousand dollars (\$10,000.00), to the Organization to be used for the sole purpose of completing the work (the "<u>Work</u>") described in <u>Exhibit A</u> attached hereto and incorporated herein by reference (the "<u>Scope of Work</u>"). Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement.

2. <u>Payment</u>. The Organization shall issue an invoice for the payment of the Economic Development Funds promptly following the Effective Date. FPL agrees to pay the Economic Development Funds to the Organization net forty-eight (48) days following receipt of a valid invoice therefore.

3. <u>Performance of the Services</u>. The Organization will perform and complete the Work in accordance with the terms of the Scope of Work.

4. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

5. <u>Term</u>. The term of this Agreement shall be for a period commencing on the Effective Date and terminating May 24, 2018, unless terminated earlier in accordance with this Agreement.

6. <u>Termination</u>. FPL may terminate this Agreement immediately upon notice to the Organization in the event of (i) a breach of this Agreement by the Organization or (ii) a change in applicable law, statute, regulation, rule or ordinance of any governmental authority, or interpretation of any of the foregoing, that FPL deems to adversely affect FPL in connection herewith. In the event of any termination under this Section 6, the Organization shall immediately refund to FPL any Economic Development Funds that have not yet been used pursuant to the Scope of Work.

7. <u>Yearly Report; Audit Rights</u>. The Organization shall submit to FPL a year-end report for each year in which Economic Development Funds paid hereunder are attributable to the Economic Development Program. Such year-end report shall document the means in which the Economic Development Funds were used for the Economic Development Program in accordance with the Scope of Work. FPL shall have the right, but not the obligation, at all times to inspect the Organization's books, records and documents of any kind which are in any way related to this Agreement for the purpose of auditing and verifying the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall preserve all such records for six years after payment under this Agreement and FPL shall have the right to audit until the end of this period. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

8. <u>Indemnification</u>. The Organization agrees that it will defend, indemnify and hold harmless FPL and its affiliates, parent companies, directors, officers, employees and agents from and against any and all liabilities, losses, claims, damages, costs or expenses, including reasonable attorneys' fees, incurred by one or more such parties arising from or related to the Economic Development Program.

9. <u>General Provisions.</u>

(a) <u>Waiver</u>. The failure by any party to this Agreement to exercise any right, power or option given to it by this Agreement, or to insist upon strict compliance with the provisions of this Agreement, shall not constitute a waiver of the provisions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to

require exact and strict compliance with all the provisions hereof. Except as otherwise specified in this Agreement, the rights or remedies contained herein are cumulative to any other rights or remedies which may be available at law or in equity.

(b) <u>Notice</u>. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of actual receipt or three days after the date deposited in the U.S. Mail, by certified mail, return receipt requested, addressed as follows:

The Organization:

FPL:

Florida Economic Development Council Beth Kirkland, Executive Director 3551 Blairstone Road, Ste. 105-138 Tallahassee, FL 32301 [*TITLE*, Office of External Affairs] Florida Power & Light Company 700 Universe Boulevard Juno Beach, FL 33408 (561) 691-<u>7</u>[] (voice) (561) 691-<u>(fax)</u> E-mail: <u>famara n. imeta</u>fpl.com

With Copies to:

Florida Economic Development Council Beth Kirkland, Executive Director 3551 Blairstone Road, Ste. 105-138 Tallahassee, FL 32301 Florida Power & Light Company Law Department (Law/JB) 700 Universe Boulevard Juno Beach, Florida 33408 Facsimile: (561) 691-7101 Attention: General Counsel

With Copies to:

(c) <u>Severability</u>. Should any provision of this Agreement be determined to be invalid for any reason, such invalidity shall not affect the validity of any other provision, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Agreement without including therein any such provisions which may for any reason be hereafter determined invalid.

(d) <u>Assignment</u>. The Organization shall not transfer or assign this Agreement without the prior express written consent of FPL.

(e) <u>Survival</u>. The provisions which, by their nature, are intended to survive termination of this Agreement, including, but not limited to, Sections 7-9 hereof, shall survive any termination of this Agreement indefinitely.

(f) <u>Entire Agreement and Effect</u>. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior

agreements and understandings. All representations and negotiations relative to the matters contemplated by this Agreement are merged herein, and there are no contemporaneous understandings or agreements relating to the matters set forth herein other than those incorporated herein. The priority of the documents that form this Agreement is as follows: (1) the Purchase Order, (2) the body of this Agreement, (3) the Scope of Work.

(g) <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement (whether to enforce a right or obligation or obtain a remedy or otherwise) will be brought solely in the state or federal courts located in the State of Florida. Each Party hereby unconditionally and irrevocably consents to the jurisdiction of those courts and waives its rights to bring any action or proceeding against the other Party except in those courts. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed in duplicate by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY ("FPL")

By: <u>Ham Kaucn</u> Name: <u>Paraa Ravet</u> Title: <u>VP, Euternel Affaires & Eco</u>. Development

Florida Economic Development Council ("Organization")

By: Beth Kikland

Name: Beth Kirkland

Title: Executive Director

<u>EXHIBIT A</u>

SCOPE OF WORK

The Florida Economic Development Council is the professional association of economic, workforce and community developers. These professionals work in Florida's 67 counties, 400+ cities, 24 workforce regions, 28 colleges, 12 universities, as well as utilities, ports, airports, and industrial authorities.

FEDC's members are among the highest credentialed professionals in the industry – many with advanced degrees in finance, business, IT, engineering, planning and real estate.

The staff, board members and committee members of the Florida Economic Development Council dedicate themselves to providing leadership and vision to advance economic development professionals and economic development throughout the state of Florida as a whole.

The 2018 Florida Economic Development Conference is the premier annual event attended by economic, workforce and community development professionals working in Florida. Each year the conference attracts more than 250 professionals interested in building their toolkits and learning best practices to grow Florida's economy.

As the Diamond Level Sponsor, Florida Power & Light will receive these exclusive benefits during the 2018 FEDC Annual Conference:

- Seven (7) conference registrations
- One (1) exhibit booth

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- Company logo on plenary slides
- Company logo in conference app and signage on location
- Company logo on FEDC conference website
- Company logo on all conference e-newsletters
- One (1) featured article in conference e-newsletter
- Social media mentions
- Post-conference attendee list
- Opportunity to introduce prominent speaker
- Opportunity to address attendees
- Staff involvement on planning committee

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Jacksonville Regional Chamber of Commerce a Florida Not for Profit Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 22 day of February, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein and to the terms set forth in the purchase order to which this Agreement is attached and which is incorporated herein by reference (the "<u>Purchase Order</u>").

<u>Recitals</u>

WHEREAS, the Organization is engaged in an economic development program pursuant to which supporting the development of the Elevate Northeast Florida regional strategic economic development plan. (the "Economic Development Program");

WHEREAS, FPL desires to participate in the Economic Development Program by providing financial support as more clearly described hereinafter ("<u>Economic Development</u> <u>Funds</u>") to provide operational assistance for economic development activities in accordance with the terms contained in this Agreement;

WHEREAS, each party acknowledges that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission;

WHEREAS, FPL acknolwedges that, as of the Effective Date, the Organization will reasonably rely on FPL's obligation to pay the Economic Development Funds in accordance with the terms of this Agreement; and

WHEREAS, the Organization desires to accept the Economic Development Funds and to apply them to the Economic Development Program in accordance with this Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the agreements, covenants and payments hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Agreement to Pay and Receive</u>. In accordance with and subject to the terms and conditions hereof, FPL agrees to pay the Economic Development Funds, which, for purposes of this Agreement, shall consist solely of the total amount of Twenty Five Thousand Dollars (\$25,000), to the Organization to be used for the sole purpose of completing the work (the "<u>Work</u>") described in <u>Exhibit A</u> attached hereto and incorporated herein by reference (the "<u>Scope of Work</u>"). Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement.

2. <u>Payment</u>. The Organization shall issue an invoice for the payment of the Economic Development Funds promptly following the Effective Date. FPL agrees to pay the Economic

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Development Funds to the Organization net forty-eight (48) days following receipt of a valid invoice therefor.

3. <u>Performance of the Services</u>. The Organization will perform and complete the Work in accordance with the terms of the Scope of Work.

4. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

5. <u>Term</u>. The term of this Agreement shall be for a period commencing on the Effective Date and terminating 31 day of December, 2018, unless terminated earlier in accordance with this Agreement.

6. <u>Termination</u>. FPL may terminate this Agreement immediately upon notice to the Organization in the event of (i) a breach of this Agreement by the Organization or (ii) a change in applicable law, statute, regulation, rule or ordinance of any governmental authority, or interpretation of any of the foregoing, that FPL deems to adversely affect FPL in connection herewith. In the event of any termination under this Section 6, the Organization shall immediately refund to FPL any Economic Development Funds that have not yet been used pursuant to the Scope of Work.

7. <u>Yearly Report</u>; <u>Audit Rights</u>. The Organization shall submit to FPL a year-end report for each year in which Economic Development Funds paid hereunder are attributable to the Economic Development Program. Such year-end report shall document the means in which the Economic Development Funds were used for the Economic Development Program in accordance with the Scope of Work. FPL shall have the right, but not the obligation, at all times to inspect the Organization's books, records and documents of any kind which are in any way related to this Agreement for the purpose of auditing and verifying the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall preserve all such records for six years after payment under this Agreement and FPL shall have the right to audit until the end of this period. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

8. <u>Indemnification</u>. The Organization agrees that it will defend, indemnify and hold harmless FPL and its affiliates, parent companies, directors, officers, employees and agents from and against any and all liabilities, losses, claims, damages, costs or expenses, including reasonable attorneys' fees, incurred by one or more such parties arising from or related to the Economic Development Program.

9. <u>General Provisions.</u>

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(a) <u>Waiver</u>. The failure by any party to this Agreement to exercise any right, power or option given to it by this Agreement, or to insist upon strict compliance with the provisions of this Agreement, shall not constitute a waiver of the provisions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the provisions hereof. Except as otherwise specified in

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this Agreement, the rights or remedies contained herein are cumulative to any other rights or remedies which may be available at law or in equity.

(b) <u>Notice</u>. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of actual receipt or three days after the date deposited in the U.S. Mail, by certified mail, return receipt requested, addressed as follows:

The Organization:

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Jerry Mallot Executive Vice-President Jacksonville Regional Chamber of Commerce 3 Independent Drive Jacksonville, FL 32202 Phone: (904) 366-6606 E-mail: jmallot@jaxusa.org FPL: Pernela RArch, VP ExtenziAffeilos [TITLE, Office of External Affairs] Eco. Florida Power & Light Company Development 700 Universe Boulevard Development

Juno Beach, FL 33408 Phone: (561) 691-<u><u>711</u> Fax: (561) 691-E-mail: Parrele, <u>11</u> [Aych@fpl.com</u>

With Copies to:

With Copies to:

Driver, McAfee, Hawthorne and Diebenow
Att: Ray DriverFlorida Power & Light Company
Law Department (Law/JB)1 Independent Drive, Suite 1200700 Universe BoulevardJacksonville, FL 32202Juno Beach, Florida 33408Phone: (904) 301-1267Facsimile: (561) 691-7101Fax: (904) 301-1279Attention: General CounselE-Mail: rdriver@drivermcafee.comFacsimile: (561) 691-7101

(c) <u>Severability</u>. Should any provision of this Agreement be determined to be invalid for any reason, such invalidity shall not affect the validity of any other provision, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Agreement without including therein any such provisions which may for any reason be hereafter determined invalid.

(d) <u>Assignment</u>. The Organization shall not transfer or assign this Agreement without the prior express written consent of FPL.

(e) <u>Survival</u>. The provisions which, by their nature, are intended to survive termination of this Agreement, including, but not limited to, Sections 7-9 hereof, shall survive any termination of this Agreement indefinitely.

(f) Entire Agreement and Effect. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. All representations and negotiations relative to the matters contemplated by this Agreement are merged herein, and there are no contemporaneous understandings or agreements relating to the matters set forth herein other than those incorporated herein. The priority of the documents that form this Agreement is as follows: (1) the Purchase Order, (2) the body of this Agreement, (3) the Scope of Work.

(g) <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement (whether to enforce a right or obligation or obtain a remedy or otherwise) will be brought solely in the state or federal courts located in the State of Florida. Each Party hereby unconditionally and irrevocably consents to the jurisdiction of those courts and waives its rights to bring any action or proceeding against the other Party except in those courts. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed in duplicate by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY

("FPL") By: <u>Hernela Kauch</u> Name: <u>Pemela RAWCH</u> Title: <u>VP Externel Affaires & Economoic</u> Development

JACKSONVILLE REGIONAL CHAMBER **QF** COMMERCE

("Organization")

By: Jerry Mallot Name:

vame: refry Manot

Title: Executive Vice-President

EXHIBIT A

SCOPE OF WORK

ELEVATE NORTHEAST FLORIDA

Stakeholder Input

February 2018

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Internal project team meeting

Steering Committee workshop- introductions, review early research, frame issues and priorities

Attend the Regional Forum

Economic development partners meeting

Workforce development partners meeting

Focus groups and interviews as time allows (2 simultaneous tracks are possible; 20 interviews and 8 focus groups are contracted, the majority of these should occur during Trips 1 and 2)

Stakeholder Input continued

April and May 2018

Internal project team meeting

Steering Committee workshop- review research findings, discuss target validation, build strategic framework

Conduct county site visits and open houses (3 hours per county)

Complete interviews and focus groups (2 simultaneous tracks are possible) Workforce development partners meeting

Workshop Strategy

June 2018

Internal project team meeting

Steering Committee workshop- present workforce findings, review final framework, craft project concepts for strategic priorities

Attend a Regional Forum (if schedules align)

JAXUSA marketing and business development team meeting

Economic development partners meeting

Workforce development partners meeting

Present Final Strategy

August 2018

Internal team meeting

Steering Committee workshop- Implementation capacity and Year 1 project plans

Economic development partners meeting

Attend a Regional Forum (if schedules align)

Meet with other stakeholders involved in implementation

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Lake City Columbia County Chamber of Commerce, a Florida corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 15th day of June, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u> FPL agrees to pay the total amount of Two Thousand Dollars (\$2000) (the "<u>Economic</u> <u>Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in Columbia County* in connection with the Organization's *Business and Economic Development Council* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities,

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date,

FLORIDA POWER & LIGHT COMPANY

("FPL") fam Brench

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

6-13-18

Date:

Lake City Columbia County Chamber of Commerce

("Organization")

By: Dennille Decker

Name: Dennille Decker

Title: <u>Executive Director</u>

Daté: 6/6/18

ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and The Beacon Council Economic Development Foundation, a Florida Economic Development entity (hereinafter the "<u>Organization</u>"), is entered into as of the <u>Star</u> day of <u>Nuclear</u>, 20 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Five-Thousand Dollars (\$5,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *One Community One Goal program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL")

Bv:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date:

THE BEACON COUNCIL ECONOMIC DEVELOPMENT FOUNDATION

("Organization") Name: Title: President 2017 Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and St. Johns Chamber of Commerce, a Florida Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 18th day of April, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Four Thousand Dollars (\$4,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of providing business recovery assistance and disaster planning to local businesses, which can include funding used in preparation towards St. Augustine's annual "Nights of Lights". Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY

("FPL") By:

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Name: Pamela Rauch

Date:

Title: VP, External Affairs & Economic Development -18

ST. JOHNS CHAMBER OF COMMERCE

("Organization") By:

Name: Isabelle Renault

Title: President and CEO Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and **Team** Florida Partnership, LLC, a Florida not-for-profit (hereinafter the "<u>Organization</u>"), is entered into as of the 26 day of January, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein and to the terms set forth in the purchase order to which this Agreement is attached and which is incorporated herein by reference (the "<u>Purchase Order</u>").

Recitals

WHEREAS, the Organization is engaged in an economic development program pursuant to which Team Florida Marketing Partnership will further develop and execute Florida's business brand campaign and participate in related activities and events (the "Economic Development Program");

WHEREAS, FPL desires to participate in the Economic Development Program by providing financial support as more clearly described hereinafter ("<u>Economic Development</u> <u>Funds</u>") as support for marketing and research services in accordance with the terms contained in this Agreement;

WHEREAS, each party acknowledges that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission;

WHEREAS, FPL acknolwedges that, as of the Effective Date, the Organization will reasonably rely on FPL's obligation to pay the Economic Development Funds in accordance with the terms of this Agreement; and

WHEREAS, the Organization desires to accept the Economic Development Funds and to apply them to the Economic Development Program in accordance with this Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the agreements, covenants and payments hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Agreement to Pay and Receive</u>. In accordance with and subject to the terms and conditions hereof, FPL agrees to pay the Economic Development Funds, which, for purposes of this Agreement, shall consist solely of the total amount of Fifty Thousand Dollars (\$50,000.00), to the Organization to be used for the sole purpose of completing the work (the "<u>Work</u>") described in <u>Exhibit A</u> attached hereto and incorporated herein by reference (the "<u>Scope of Work</u>"). Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement.

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2. <u>Payment</u>. The Organization shall issue an invoice for the payment of the Economic Development Funds promptly following the Effective Date. FPL agrees to pay the Economic Development Funds to the Organization net forty-eight (48) days following receipt of a valid invoice therefor.

3. <u>Performance of the Services</u>. The Organization will perform and complete the Work in accordance with the terms of the Scope of Work.

4. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

5. <u>Term</u>. The term of this Agreement shall be for a period commencing on the Effective Date and terminating December 31, 2018, unless terminated earlier in accordance with this Agreement.

6. <u>Termination</u>. FPL may terminate this Agreement immediately upon notice to the Organization in the event of (i) a breach of this Agreement by the Organization or (ii) a change in applicable law, statute, regulation, rule or ordinance of any governmental authority, or interpretation of any of the foregoing, that FPL deems to adversely affect FPL in connection herewith. In the event of any termination under this Section 6, the Organization shall immediately refund to FPL any Economic Development Funds that have not yet been used pursuant to the Scope of Work.

7. <u>Yearly Report: Audit Rights</u>. The Organization shall submit to FPL a year-end report for each year in which Economic Development Funds paid hereunder are attributable to the Economic Development Program. Such year-end report shall document the means in which the Economic Development Funds were used for the Economic Development Program in accordance with the Scope of Work. FPL shall have the right, but not the obligation, at all times to inspect the Organization's books, records and documents of any kind which are in any way related to this Agreement for the purpose of auditing and verifying the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall preserve all such records for six years after payment under this Agreement and FPL shall have the right to audit until the end of this period. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

8. <u>Indemnification</u>. The Organization agrees that it will defend, indemnify and hold harmless FPL and its affiliates, parent companies, directors, officers, employees and agents from and against any and all liabilities, losses, claims, damages, costs or expenses, including reasonable attorneys' fees, incurred by one or more such parties arising from or related to the Economic Development Program.

9. <u>General Provisions.</u>

(a) <u>Waiver</u>. The failure by any party to this Agreement to exercise any right, power or option given to it by this Agreement, or to insist upon strict compliance with the provisions of this Agreement, shall not constitute a waiver of the provisions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to

require exact and strict compliance with all the provisions hereof. Except as otherwise specified in this Agreement, the rights or remedies contained herein are cumulative to any other rights or remedies which may be available at law or in equity.

(b) <u>Notice</u>. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of actual receipt or three days after the date deposited in the U.S. Mail, by certified mail, return receipt requested, addressed as follows:

The Organization:	FPL:
Tim Vanderhoof Senior Vice President Enterprise Florida, Inc.	Pamela Rauch, VP of External Affair & Economic Development Florida Power & Light Company
800 N. Magnolia Ave, Suite 110 Orlando, FL 32803 407.956.5679	700 Universe BoulevardJuno Beach, FL 33408(561) 691-4112(voice)
E-mail : tvanderhoof@enterpriseflorida.com	E-mail: crystal.stiles@fpl.com
With Copies to:	With Copies to:
Tim Vanderhoof Senior Vice President Enterprise Florida, Inc. 800 N. Magnolia Ave, Suite 110 Orlando, FL 32803 407.956.5679	Florida Power & Light Company Law Department (Law/JB) 700 Universe Boulevard Juno Beach, Florida 33408 Facsimile: (561) 691-7101 Attention: General Counsel

(c) <u>Severability</u>. Should any provision of this Agreement be determined to be invalid for any reason, such invalidity shall not affect the validity of any other provision, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Agreement without including therein any such provisions which may for any reason be hereafter determined invalid.

(d) <u>Assignment</u>. The Organization shall not transfer or assign this Agreement without the prior express written consent of FPL.

(e) <u>Survival</u>. The provisions which, by their nature, are intended to survive termination of this Agreement, including, but not limited to, Sections 7-9 hereof, shall survive any termination of this Agreement indefinitely.

(f) <u>Entire Agreement and Effect</u>. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior

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agreements and understandings. All representations and negotiations relative to the matters contemplated by this Agreement are merged herein, and there are no contemporaneous understandings or agreements relating to the matters set forth herein other than those incorporated herein. The priority of the documents that form this Agreement is as follows: (1) the Purchase Order, (2) the body of this Agreement, (3) the Scope of Work.

(g) <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement (whether to enforce a right or obligation or obtain a remedy or otherwise) will be brought solely in the state or federal courts located in the State of Florida. Each Party hereby unconditionally and irrevocably consents to the jurisdiction of those courts and waives its rights to bring any action or proceeding against the other Party except in those courts. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed in duplicate by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY
("FPL")
By: Tamela Hanch
By: Janela Manch
Name: Pendo Rougt
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Title: <u>VP, Evlend Affres & Economic</u> Der.
Our 1-20 18 Ver.
VME: 1-50-18

("Organization")
By: 1-Jan hug
Name:
Title: 1/25/18

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and *Coral Gables Chamber of Commerce*, a Florida Economic Development organization (hereinafter the "<u>Organization</u>"), is entered into as of the _____ day of __<u>Noverve</u>20_((c) (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two-Thousand, Nine-Hundred Dollars (\$2,900) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Dade-County* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY
("FPL")
By: Tam hallch
Name: PAMELIA LANCH
Title: UP, Elkinel Affrances & Economic Dev.
Date: Q-20-11,

CORAL GABLES CHAMBER OF COMMERCE ("Organization")
Brind
Name: Irrah A. Dowher. Jye
Title: Pus. Jung & CEO
Date: 9/14/14

ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and SW Florida Economic Development Alliance, a Florida charitable economic development organization (hereinafter the "<u>Organization</u>"), is entered into as of the 26th day of October, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of ten thousand Dollars (\$10,000.00) (the "<u>Bconomic Development Funds</u>") to the Organization to be used for the sole purpose of *Bconomic Development in the SW Florida region* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used as support for marketing and research services.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL")

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: ____ 11

SW Florida Economic Development Alliance ("Organization")

By: Z ERIE Name: HILDS Title: ATTON Date:

CALIFORNIA DE LA CALIFICALICALIFICALICALIFICALICALIFICALICALIFICALICALIF

ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Miramar Pembroke Pines Regional Chamber of Commerce a Florida Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 10th day of October, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of three hundred and fifty Dollars (\$350.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the South East Florida Region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used as support for marketing and research services.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY

("FPL") By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

[]-Date: ____

MIRAMAR PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE ("Organization")

By:

Name: Robert L. Goltz

Title: President/CEO

Date: October 10, 2016

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Indian River County Chamber of Commerce, Inc. a Florida Not For Profit Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 28th day of October, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Five Thousand Dollars (\$5,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Indian River County* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

("FPL" By: V/2 M

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Indian River County Chamber of Commerce, Inc. ("Organization") By: Aellie aleliue

Name: <u>Helene Case tine</u> Title: <u>Economic Dev. Din</u> Date: <u>10-28-16</u>

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Glades County Economic Development Council, Inc., a Florida economic development council (hereinafter the "<u>Organization</u>"), is entered into as of the 26th day of October, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment. FPL agrees to pay the total amount of one thousand Dollars (\$1000.00) (the "Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Glades County region* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

ûΜ By

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date:

Glades County Economic Development Council, Inc. ("Organization")

By: Tracy Name: Title: Executive director 10-27-16 Date: _

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Punta Gorda Chamber of Commerce, a local Florida Chamber of Commerce (hereinafter the "Organization"), is entered into as of the 25th day of October, 2016 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of five hundred twenty nine dollars (\$529.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in Punta Gorda* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6,0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use,

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Walver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL") R 5373

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: 1

Punta Gorda Chamber of Commerce, Inc.
("Organization")
By: By
Name: UTILIUEI OTT
Title: <u><u>President</u></u>
Date: 10-2-6-16

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Enterprise Charlotte Economic Council, a Florida economic development council (hereinafter the "<u>Organization</u>"), is entered into as of the 26th day of October, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of two thousand five hundred Dollars (\$2500.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Charlotte County region* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. IPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FPL 000212 20180143-EI

FLORIDA POWER & LIGHT COMPANY

("FPL")

Name: Pamela Rauch

Title: <u>VP, External Affairs & Economic Development</u>

Date:	6
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Enterprise Charlotte Economic Council ("Organization")

・ Digitally signed by Rob Humpel DN: cn=Rob Humpel, o, ou, : cmall=thumpelをPCBuilds.com, c=US By: _ Date: 2016.10.26 14:37:07 -04'00' Name. President Title: 10/25/2016 Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and the Greater Hollywood Chamber of Commerce, a non profit 501 c 6 organization, incorporated in the State of Florida, (hereinafter the "<u>Organization</u>"), is entered into as of the 10 day of October 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of two thousand six hundred and seventy four Dollars (\$2,674.) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in South Florida* in connection with the Organization's *membership program.* Each party acknowledges that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to assist local government in the design of strategic plans for economic development activities **and** as support for marketing and research services.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL")

h By:

Name: Pamela Rauch

Title: <u>VP, External Affairs & Economic Development</u> Date: <u>ll-l-l(e</u> The Greater Hollywood Chamber of Commerce ("Organization")

T. Hotte By:

Name: Anne T. Hotte

Title: CEO / Executive Director Date: October 10, 2016

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power* & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Latin Chamber of Commerce of USA - CAMACOL, a Florida Chamber of Commerce (hereinafter the "<u>Organization</u>"), is entered into as of the // day of // *Prev /*, 20 // (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Three-Thousand Dollars (\$3,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL")

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date:

THE LATIN CHAMBER OF
COMMERCE
("Organization")
Ву:
Name: LUCIANO CALCIA
Title: EXECUTIVE DURECTON
Date: Orelin Dals

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Latin American Business Association (LABA), a Florida Economic Development entity (hereinafter the "Organization"), is entered into as of the 24 day of September 2016 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Three Thousand Dollars (\$3000.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insiguia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL")

By:

Name: Pamela Rauch

Title: <u>VP, External Affairs & Economic Development</u> Date: <u>11-Q -((</u> LATIN AMERICAN BUSINESS ASSOCIATION (LABA) ("Organization")

By:			
Name:	An	el	Beto Smills
			otive VP
Date: _	9	21	14
			l l l l l l l l l l l l l l l l l l l

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "FPL") and [HALLANDALE BEACH GHAMBER OF COMERCE a [FLORIDA NOTFOR-PROFIT] (hereinafter the "Organization"), is entered into as of the 111 day of OCTOBER, 2016 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of <u>six hundred seventy-line</u> Dollars (5675) (the <u>"Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the (Region)* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date:	0	12	11	ρ	

INSERTCOMPLETE LEGAL NAME
("Organization")
By: Talucia Onelo
Name: Patricia Geneth
Title:
Date: 10.12.16

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Greater Sunrise Chamber of Commerce, a located in Florida, a community organization, 503c6 (hereinafter the "<u>Organization</u>"), is entered into as of the 3rd day of June, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Four Hundred Fifty Dollars (\$450.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Tri-County Region* in connection with the Organization's *membershilp program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities, to assist state and/or local government in the design of strategic plans for economic development activities and as support for marketing and research services.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL") Hamela Hours By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

6 6 2016 Date: _

THE GREATER SUNRISE CHAMBER OF COMMERCE

("Organization") hamba / Commerce By: KMatel Name: Mil Title: U Date: 11116 6, 2016

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Melbourne Regional Chamber of Commerce, Inc. a Florida Not For Profit Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 21st day of September, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Four Thousand Dollars (\$4,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the* **Brevard County** in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL") Q NV By:

Name: Pamela Rauch

:

Title: VP, External Affairs & Economic Development

Date:	10-18-	16	

Melbourne Regional Chamber of Commerce, --Inc.-.

("Organization")

By: (e Name: Christian D. Malesic Title: President / CEO Date: 27 Sup 16 ____

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Cocoa Beach Chamber of Commerce, Inc. a Florida Not For Profit Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 21st day of September, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of Two Thousand, Five Hundred Seventy-Five Dollars (\$2,575) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Brevard County* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

("FPL" a By:

Name: Pamela Rauch

Title: <u>VP, External Affairs & Economic Development</u>

10-18-14 Date:

Cocoa Beach Chamber of Commerce, Inc.]

("Organization") By: Name 9 Title: (oDate:

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Economic Development Corporation of Sarasota, a [Florida Economic Development Organization (hereinafter the "<u>Organization</u>"), is entered into as of the 16th day of September, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Ten thousand Dollars (\$10,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the (Sarasota)* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

("FPL" mela Huch EW2

Name: Pamela Rauch

Title: VP, External Affairs & Bconomic Development

9-16-16 Dato:

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Title: 11	Inkert.	A UEO	
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Date: 1	1616	•	

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THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "FPL") and [*GREATER BOCA* **RATON CHAMBER OF COMMERCE**], a [*FLORIDA 501 (C) 6 ORGANIZATION*] (hereinafter the "Organization"), is entered into as of the __15th___ day of September_, 2016... (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of <u>Three Thousand Dollars (\$ 3,000</u>) (the <u>"Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the (South Palm Beach County)* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used [To promote and sustain economic prosperity in Boca Raton and South Palm Beach County].

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL") Ľ Byggari

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

9 Date: _

[Greater Boca Raton Chamber of Commerce]
("Organization")
Ву: ////////////////////////////////////
Name: May Marcad
Title: BRES + CED
Date: 4/15/16
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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Hialeah Chamber of Commerce & Industries, a Florida Chamber of Commerce (hereinafter the "Organization"), is entered into as of the _22_ day of Septentes 20 16 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two Thousand, Five-Hundred Dollars (\$2,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY ("FPL")

Jamela Pour & By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: 9-22-16

HIALEAH CHAMBER OF
COMMERCE & INDUSTRIES
("Organization")
By: This fileres
Name: Aremmas CCM55 Jr.
Title: CHMMMM
Date: 9-22-16

FPL 000230 20180143-EI

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and *HOBE SOUND CHAMBER OF COMMERCE* (hereinafter the "<u>Organization</u>"), is entered into as of the 1st day of December 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Nineteen Hundred Dollars - \$1900.00 (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Hobe Sound Region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL")

Homela Pauch

Name: Pamela Rauch

Title: VP, External & Economic Development

9-19-2017 Date:

HOBE SOUND CHAMBER OF COMMERCE ("Organization")

By: Queple	Herman
0	
Name: Angela Hoffma	<u></u>

Title: Executive Director

Date: September 19th 2017

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Compuny*, a Florida corporation (hereinafter "<u>FPL</u>") and *GREATER SARASOTA CHAMBER OF COMMERCE*, a Florida Chamber of Commerce hereinafter the "<u>Organization</u>"), is entered into as of the 23rd day of September , 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Three Thousand Seven Hunderd and Seven Dollars (\$3706) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the (Region)* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

Greater Surasota Chamber of Commarce

("FPL") tamela Tauc By:

Name: Pamela Rauch

Title: <u>VP, External Affairs & Economic Dovelopment</u> Date: 923 16

("Organization") By: Name: Ð₽ Title: Dato:

ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Bradenton Area Economic Development Corporation, a Florida 501C6 (hereinafter the "<u>Organization</u>"), is entered into as of the 13th day of May, 2016 pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of *Five Thousand Dollars (\$5,000)* (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *enabling the Bradenton Area Economic Development Corporation to attract new high-impact businesses and assist in the retention and growth of targeted existing business in Manatee County in connection with the Organization's Mission and Business Development Programs. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used <i>to provide operational assistance for economic development activities*.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY

("FPL")

Name: Title: nie Development

Bradenton Area Economic Development Corporation

("Organization") By:

Name: Sharon Hillstrom

Title: President & CEO

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and St. Johns County Chamber of Commerce (hereinafter the "Organization"), is entered into as of the 12th day of September, 2016 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two Thousand Dollars (\$2,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in St. Johns County* in connection with the Organization's *membership program.* Bach party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. PPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of FlorIda without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY

("FPL")

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: 10-18-16

ST. JOHNS COUNTY CHAMBER OF COMMERCE ("Organization" By: Name: Isabelle Rodriguez Title: President

Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and South Dade Chamber of Commerce, Inc., a Florida Chamber of Commerce (hereinafter the "<u>Organization</u>"), is entered into as of the <u>'</u> day of <u>JUJ</u>, 20 <u>I</u> (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two-thousand, seven hundred, fifty Dollars (\$2750.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY ("FPL") By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

9.-7.D-lls

Date:

SOUTH DADE CHAMBER OF COMMERCE, INC. ("Organization") By Name Title: 07/26/16 Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Palm Bay Area Chamber of Commerce, Inc. a Florida Not For Profit Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 25th day of October, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two Thousand, Five Hundred and Seventy-Five Dollars (\$2,575) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Brevard County* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FPL 000237 20180143-EI

FLORIDA POWER & LIGHT COMPANY

("FPL") Jamela Rauch By:

Name: Pamela Rauch

Tille: <u>VP, External Affairs & Economic Development</u> Date: 10125716 Palm Bay Area Chamber of Commerce, Inc. ("Organization")

By: / Milton Name: Nancy Peltonen Title: <u>President / CEO</u> Date: <u>10/25/16</u>

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and *The Davie-Cooper City Chamber of Commerce*, a Florida corporation (hereinafter the "<u>Organization</u>"), is entered into as of the _11th_day of _October, 2016_ (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of _Eight hundred fifty Dollars (\$850.00) (the "Economic Development Funds") to the Organization to be used for the sole purpose of *Economic Development in the (Region)* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used [to provide operational assistance for economic development activities] [*OR*] [to assist state and/or local government in the design of strategic plans for economic development activities] [*OR*] [as support for marketing and research services].

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL") Yamela Hauch By: __

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

116 10111 Date: _____

THE DAVIE/COOPER CITY CHAMBER OF COMMERCE ("Organization") By: _

Name: <u>Alice Harrington</u>

Title: President

Date: October 11, 2016

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and [**The Puerto Rican Hispanic Chamber of Commerce for Palm Beach Florida, Inc.**], a [Florida domestic non-profit ORGANIZATION] (hereinafter the "<u>Organization</u>"), is entered into as of the _25__ day of __October___, 2016_ (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of __Three thousand five hundred__ Dollars (\$_3,500) (the "Economic Development Funds") to the Organization to be used for the sole purpose of *Economic Development in the (Region)* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used [to provide operational assistance for economic development activities] [OR] [to assist state and/or local government in the design of strategic plans for economic development activities] [OR] [as support for marketing and research services].

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL") Homela Kauch By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

10 (1) Date: _

[The Puerto Rican Hispanic Chamber of Commerce for Palm Beach Florida, Inc.] ("Organization"),

By:

Name: Santos Arroyo

Title: ___CEO_____

Date: <u>10/25/2016</u>

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT'I(the' "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and "The Chamber of Southwest Florida, a local Florida Chamber of Commerce (hereinafter the "<u>Organization</u>"), is entered into as of the 25th day of October, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of three thousand, two hundred dollars (\$3200.00) (the <u>"Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in SW Florida* in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will besused to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to RPL for its written approval all promotional and advertising material that uses any PPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to RPL's then-applicable guidelines for proper use.

4. <u>Performance</u>, FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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	11 IN WITNESS) WHEREOE, the parties hereby cause this Agreement to be executed by their of authorized representatives as of the Effective Date. 11.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1	
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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and **Greater Dania Beach Chamber of Commerce** (hereinafter the "<u>Organization</u>"), is entered into as of the 10 day of October, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two Thousand Dollars (\$_2,000.00_) (the <u>"Economic Development Funds"</u>) to the Organization to be used for the sole purpose of *Economic Development in the South Florida* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities and as support for marketing services.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL")

Hamela Rouch By: __

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

10/10/16 ____ Date: ____

Greater Dania Beach Chamber of Commerce ("Organization")

By: Randie Shane

Name: Randie Shane

Title: CEO/Executive Director

Date: October 10, 2016

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and **DeSoto Chamber of Commerce**, a Florida Chamber of Commerce (hereinafter the "<u>Organization</u>"), is entered into as of the 16th day of September, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of One Thousand Dollars (\$1,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the (DeSoto)* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

"Tomela Pauch

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

9/14/16 Date: _

DeSoto	Chamber	of	Commerce	
("Organizatio	ou")			
By: Jennifer Trace				
Name: _Jenr	ifer Trace			

Title: Director

09/16/16 Date:

ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and *Miami-Dade Gay & Lesbian Chamber of Commerce*, a Florida Economic Development organization (hereinafter the "<u>Organization</u>"), is entered into as of the <u>12</u> day of <u>20</u>, 20<u>1</u> (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two-Thousand Dollars (\$2,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Dade-County* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development. Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>GoverningLaw: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FOR THE PARTIES ENTERING INTO THIS AGREENLENT. IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY ("FPL") Name: + aics . econonic Der. Title: V Xternel A Date:

MIAMI-DADE GAY & LESBIAN CHAMBER OF COMMERCE ("Organization"). By: Name: Title: Hes Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and South Florida Hispanic Chamber of Commerce, a Florida Chamber of Commerce (hereinafter the "Organization"), is entered into as of the 18 day of 100157, 2010 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. Payment. FPL agrees to pay the total amount of One-thousand, five-hundred Dollars (\$1,500) (the "Economic Development Funds") to the Organization to be used for the sole purpose of Economic Development in the Miami-Dade Region in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. Limitation of Liability. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

Publicity. The Organization agrees to submit to FPL for its written approval all promotional and 3. advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. Performance. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement,

5. Governing Law; Walver. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY ("FPL")

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development -13-16

Date:

SOUTH FLORIDA HISPANIC
CHAMBER OF COMMERCE
("Organization")
By: Altin MARA Name - iliom 14. LOpez
Title: President / CEO

Date: 81814

FPL 000250 20180143-EI

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") Dan Lindblade, a Greater Fort Lauderdale Chamber of Commerce (hereinafter the "<u>Organization</u>"), is entered into as of the 12th day of September, 2016, pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of ten thousand-four hundred thirty-five Dollars (\$10,435) (the "Economic Development Funds") to the Organization to be used for the sole purpose of *Economic Development in the (Broward County)* in connection with the Organization's *Chairman Circle Membership*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY
("FPL")
Pam hauls

Name: Pamela Rauch

Title: VP, External Affairs & Bconomic Development

C -20-110 Date:

Greater Fort Lauderdale Chamber of Commerce ("Organization")
By: Alama A Turblack
Name: DANIEL H. LINDBLIND
Title: <u>CEO</u>
Date: <u>9-14-16</u>

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Daytona Regional Chamber of Commerce, (hereinafter the "<u>Organization</u>"), is entered into as of the 14th day of September, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of Six thousand one hundred eighty-eight Dollars (\$6,188) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in Volusia County* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORD	A POV	VER & LIGHT (COMPANY
("FPL")	\cap	0	Λ

tam has

Name: Pamela Rauch

Title: VP	External Affairs & Economic Development
	9-2016
Date:	1 00 10

Daytona Regional Chamber of Commerce
("Organization")
By: Un
Name: A/AAICY P- Geeter
Tille: Passiclant & CEO
Date: 9/14/16

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and *Nassau County Economic Development Board* (hereinafter the "<u>Organization</u>"), is entered into as of the 12th day of September, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Five Thousand Dollars (\$5,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in Nassau County* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY

("FPL")

Name: Pamela Rauch

Title: <u>VP, External Affairs & Economic Development</u>

Date:

NASSAU COUNTY ECONOMIC
DEVELOPMENT BOARD (NCEDB)
("Organization")
By:
Q ·
Name: <u>Laura DiBella</u>

Title: <u>Executive Director</u>

Date: 9.7.16

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and <u>Lake City, Columbia</u> <u>County Chamber of Commerce, Inc.</u> (hereinafter the "<u>Organization</u>"), is entered into as of the <u>7th day of</u> <u>September, 2016</u> (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of <u>One Thousand Seven Hundred Fifty Dollars</u> (\$1,750) (the "Economic Development Funds") to the Organization to be used for the sole purpose of <u>Economic Development in Lake City and Columbia County</u> in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6,0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

1

FLORIDA POWER & LIGHT COMPANY

("FPL Me Dr

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Dato: <u>9-15-14</u>

Lake City, Columbia County Chamber of Commerce, Inc.

("Organization")

By: Dennille Decker

Name: Dennille Decker

Title: Executive Director

Date: 9/7/16

ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Venice Arca Chamber of Commerce (hereinafter the "<u>Organization</u>"), is entered into as of the <u>lo</u> day of <u>flugur</u>, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of One Thousand and Ninety Five Dollars (\$1,095) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of Economic Development in the Venice Arca in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic and community development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

	POWER & LIGHT COMPANY
("FPL")	D Duna
EN/2	Jan Kauch
Name: P	MEKA RAUCH
Title: UL	Externel Affrances + Eco. Der.
Date:	9-16-14

President/CEO 8/10/16 Title: Date:

C:Documents/External affairs/Chamber agreement/Venice 2015

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and the Economic Development Commission, Florida's Space Coast, a Florida business and economic development group (hereinafter the "<u>Organization</u>"), is entered into as of the 8th day of August, 2016 (the "<u>Effective</u> Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of ten thousand dollars (\$10,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Breward County* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3, <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON. OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL") MA By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

8-15-16 Date: _____

Economic Development Commission, Florida's Space Coast

("Organization") By: C Name: Lynda Weatherman

Tille President & CEO ___

Date: august 8,2016____

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Lauderdale By the Sea Chamber of Commerce, Inc., a State of FlorIda 501(c)(6) Corporation (hereinafter the "Organization"), is entered into as of the 1st day of June, 2016 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of <u>Five Hundred and Twenty Five</u> Dollars (\$525.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Lauderdale By the Sea, FL* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6,0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL,'s then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

> FPL 000259 20180143-EI

FLORIDA POWER & LIGHT COMPANY
("FPL")
By: Jam Kau Ca
By: Jam Vul
Name: Pamela Rauch
· · · · · · · · · · · · · · · · · · ·
Title: VP. External Affairs & Economic Development
Date: 8-15-16

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Lauderdale By th	e sea Chamber of	Commance.
("Organization")		Sector

By; _ end Name: Title: ** esider

Date: (0-1-2016

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Ploridu Power* & Light Company, a Florida corporation (hereinafter "FPL") and North Florida Economic Development Partnership, a Florida Not for Profit Corporation (hereinafter the "Organization"), is entered into as of the 15th day of August, 2016 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of <u>Ten Thousand Dollars (\$10,000.00</u>) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in North Florida Regiony* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY

("FPL") By:

8-15-

Name: Pamela Rauch

Title: VP. External Affairs & Bconomic Development

Date:

North Florida Economic Development Partnership

("Organization") Βv Name: Title: Date

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and the Indian River Chamber of Commerce Development, a Florida business and economic development group (hereinafter the "<u>Organization</u>"), is entered into as of the 15th day of August, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of three hundred forty-five dollars (\$345.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Indian River County* in connection with the Organization's *membership program*. Bach party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL" 104 BX 次

Name: Pamela Rauch

Economic Development, Indian River County Chamber of Commerce (Designated IR County BDO)

By:

Name: Penny Chandler

Title: President Date: ____

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power* & *Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Baker County Chamber of Commerce, Inc., a Private, not for profit corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 4th day of August 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of <u>Two Thousand Dollars (\$2000.00</u>) (the "Economic <u>Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in Baker County* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY

Fam Kauch

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: 1

Baker County Chamber of Commerce, Inc. ("Organization")

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "FPL") and *Clay County Economic Development Corporation* (hereinafter the "<u>Organization</u>"), is entered into as of the 22 day of August, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of One Thousand Dollars (\$1,000.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of Economic Development in Clay County in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA	POWER	L & I	LIGH	r company
("FPL")) (١	0	a ()

Hamola Pall By:

Name: Pamela Rauch

Title: VP, External Affair	s & Economic Development
Date: 8-18-11	1
Date: O_{10} U_{10}	/

CLAY COUNTY EDC ("Organization") By: Bill Marrison
Name: BILL GARRISON
Title: <u>President</u> Date: <u>Aug. 16, 2016</u>

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and [Chamber of Commerce of Coral Springs], a [Florida, We are a 501(c)3] (hereinafter the "<u>Organization</u>"), is entered into as of the 17 day of May, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u> FPL agrees to pay the total amount of One Thousand Seven hundred and fifty Dollars (\$1750) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the (Region)* in connection with the Organization's *membership program. Economic Development in the (Region)* in connection with the Organization's *membership program. Economic Development in the (Region)* in connection with the Organization's *membership program. Economic Development Punds are reasonable economic development expenses pursuant to Rule 25*the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25the Solution of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used [to provide operational assistance for Agreement and that the Economic Development Funds will be used [to provide operational assistance for Agreement and that the Economic Development Funds will be used [to provide operational assistance for Agreement and that the Economic Development Funds will be used [to provide operational assistance for Agreement activities] [OR] [to assist state and/or local government in the design of strategio plans for economic development activities] [OR] [as support for marketing and research services].

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. BACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES 'THE RIGHT BITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HERHON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL") By:

Name: Pamela Rauch

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Title: VP, External Affairs & Economic Development 7-11-16 Date: _

[Chamber of Commerce of Coral Springs] ("CS Chamber")

By: And Name: Cindy Brief

Title: President/CEO

Date: <u>5/17/2016</u>

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Greater North Miami Florida Power & Light Company, a Florida Chamber of Commerce (hereinafter the "<u>Organization</u>"), is entered into Chamber of Commerce, a Florida Chamber of Commerce (hereinafter the "<u>Organization</u>"), is entered into as of the <u>13</u> day of $M \neq Y$, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of One Thousand, Five-Hundred Dollars (\$1,500) (the <u>"Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program. Development in the Miami-Dade Region* in connection with the Organization's *membership program. Development in the Miami-Dade Region* in connection with the Organization's *membership program. Development in the Miami-Dade Region* is connection with the Organization's *membership program. Development in the Miami-Dade Region* is connection with the Organization's *membership program. Development* in the Miami-Dade Region in connection with the Organization to understanding that Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that 6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for Agreement activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY

("FPL")

Name: Pamela Rauch

Title: VP.	External Affairs	& Economic Development
Date:	le-1-1	l

GREATER NORTH MIAMI CHAMBER OF COMMERCE ("Organization")

Name: Germain Bebe

Title:	President a	and CEO
Date:	5/13	//6

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between **Florida Power & Light Company**, a Florida corporation (hereinafter "<u>FPL</u>") and **Pahokee Chamber of Commerce**, a **Florida-based Chamber of Commerce** (hereinafter the "<u>Organization</u>"), is entered into as of the 23rd day of May, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of three hundred fifty (\$350) (the "<u>Economic Development in the Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Palm Beach County region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the 6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL") By: W

Name: Pamela Rauch

Title: VP. External Affairs & Economic Development

5-25-Date: _

[INSERT COMPLETE LEGAL NAME] ("Organization") PAHO Kee CHAMber Of Commerce Bv .eN Doh Name: 100 ecuti Title: <u>LX</u> Date: 5-23-ک

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Jacksonville Regional Chamber of Commerce, a Florida Not for Profit Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the <u>01</u> day of January, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of <u>Fifteen Thousand</u> Dollars (<u>\$15,000.00</u>) (the <u>"Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Northeast Florida* in connection with the Organization's *membership program. Development in the Northeast Florida* in connection with the Organization's *membership program. Development* in *the Northeast Florida* in connection with the Organization's *membership program. Development* Evolution (25-6) (2007) (2

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Northern Palm Beach County Chamber of Commerce, a Florida-based Chamber of Commerce (hereinafter the "<u>Organization</u>"), is entered into as of the 23rd day of May, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of two thousand four hundred fifty dollars (\$2,450) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Northern Palm Beach County region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL") Par Kauch By:

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Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: 5-26-16

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# ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Putnam County Chamber of Commerce, Inc., a Florida Corporation (hereinafter the "Organization"), is entered into as of the _14 day of Mmert, 2016 (the "Effective Date"), pursuant to the terms and conditions stated

herein.

Payment. FPL agrees to pay the total amount of One Thousand Dollars (\$1000.00) (the "Economic Development Funds") to the Organization to be used for the sole purpose of Economic Development in the Putnam County Region in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for

economic development activities.

Limitation of Liability. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

Publicity. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

Performance. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

Governing Law; Waiver. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. BACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT BITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date. FLORIDA POWER & LIGHT COMPANY

iles PAR ("FPL") By: Name: Crystal Stiles

Title; Bconomic Development Manager

3-28-16 Date:

COUNTY PUTNAM COMMERCE, INC. ("Organization") Jones Name: Title: Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Palm City Chamber of Commerce, a non-profit organization (hereinafter the "Organization"), is entered into as of the 21st day of March, 2016, (the "Effective Date"), pursuant to the terms and conditions stated herein.

Payment. FPL agrees to pay the total amount of Three Hundred and Seventy Five Dollars (\$375) (the "Economic Development Funds") to the Organization to be used for the sole purpose of Economic Development in the Martin County in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistant or

economic development activities.

Limitation of Liability. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection

Publicity. The Organization agrees to submit to FPL for its written approval all promotional and with this Agreement. advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

Performance. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

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Governing Law; Waiver. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

tamela Rauch By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

3-28-16 Date:

PALM CITY CHAMBER OF COMMERCE

By: Marshyn Manis Name: Carolyn Davi

Title: Executive Director

Date: 03/21/2016

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and [Hispanic Chamber of Commerce of Palm Beach County], a [Florida - not for profit (hereinafter the "Organization"), is entered into as of the 23rd day of February 20 16 (the "Effective Date"), pursuant to the terms and conditions stated herein.

Payment. FPL agrees to pay the total amount of five thousand. Dollars (\$5000:00) (the "Economic Development Funds") to the Organization to be used for the sole purpose of Economic Development in the (Region) in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used Ito provide operationali assistance for economic development activities]i[OR]/[economic development activities]i[OR]/[economic development] and the second succession of succession of the second and the second and the second succession of su

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Limitation of Liability. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

Publicity. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

Performance. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

Governing Law; Waiver. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

____

FLORIDA POWER & LIGHT COMPANY

("FPL") uptal 8x Bya_

Name: Crystal Stiles

Title: Economic Development Manager

Date: 3-10-16

[INSERT COMPLETE LEGAL NAME]
("Organization")
("Organization") By: Malia S. antuña
Name:Maria S. Antuña
Title:Executive Director

Date: February 23, 2016

# ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Ormond Beach Chamber of Commerce, a Florida Not For Profit Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the <u>11</u> day of <u>Feb</u>, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Four Hundred Twenty-Five dollars (\$425.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of Economic Development in Manatee County in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic and community development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL")

Name: Crystal Stiles

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Title: Economic Development Manager

Date: 3-10-16

Ormond Beach Chamber of Commerce ("Organization")

By: Richard G. Fraser Name: Richard Fraser Name: K Title: Executive Divector 2-17-2016 Date:

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ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between 1HIS ECONOMIC DEVELOPMENT ACTIVITY ACINERVIENT (the <u>Apprennent</u>) by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Central Palm Beach Charles of Company a Florida Net for Durit Companying the "Companying") is entered **FIORUM Power & Light Company**, a Florida corporation (nerematter <u>FIL</u>) and <u>Central Faim Beach</u> Chamber of Commerce, a Florida Not for Profit Corporation (hereinafter the <u>Organization</u>"), is entered

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**Champer of Commerce**, a FIORIDA NOT FORT Corporation (nerematter the <u>Organization</u>), is entered into as of the <u>29th</u> day of <u>January, 2016</u> (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated Payment. FPL agrees to pay the total amount of <u>Two Thousand Dollars (\$2,000.00)</u> (the 1. <u>rayment</u>. FFL agrees to pay the total amount of <u>**1w0 1 nousand Donars (\$4,000.00)**</u> (the <u>"Economic Development Funds</u>") to the Organization to be used for the sole purpose of Economic <u>Economic Development runus</u>) to the Organization to be used for the sole purpose of Economic Development in Palm Beach County) in connection with the Organization's *membership program*. Each Development in raim beach County) in connection with the Organization's *memoersnip program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the herein. party acknowledges that that FFL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this 0.0420 of the FIORDA FUORD Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for Limitation of Liability. Payment of the Economic Development Funds shall be FPL's sole 2. <u>Limitation of Liaounty</u>. rayment of the Economic Development runds shall be rrLs sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event economic development activities. ooligation and haomity, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection Publicity. The Organization agrees to submit to FPL for its written approval all promotional and 2. <u>ruonenty</u>. The Organization agrees to submit to FFL for its written approval an promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use with this Agreement. of any such information shall be subject to FPL's then-applicable guidelines for proper use. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and t. <u>remainance</u>. Frit shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement. Governing Law; Waiver. This Agreement shall be governed by, and construed in accordance 2. <u>Governing Law; waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or with the laws of the State of Fiorida without regard to its contribution raws provisions. All actions of proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida, PAOU OF THE PARTIES TERRITY TO THE PARTY TO THE PARTY AND THE PAR proceedings relating to this Agreement will be brought solely in the state or rederal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY NARE OF FIORIDA. EACH OF THE FARTIES HERETO HEREDY KNOWINGLY, VOLUNIARLY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY AND INTENTIONALLY WAIVES THE KIGHT EITHER OF THEM WAY HAVE TO A INIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IUKI IN KESPELI OF ANI LIIIGAIION BASED HEREON, OK ARISING OUI OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY ("FPL") By: . Name: Crystal Stiles Title: Economic Development Manager 1-29-Date: ____

**IN WITNESS WHEREOF,** the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date. 50 α By:  $\gamma \gamma$ Name: CEO Title: 29-16 _ Date:

ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between IFILO ECUNOIVIIC DEVELOPIVIENI AUTIVILI AUREEIVIENI (Ine <u>Agreement</u>) by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and <u>Miami Beach Chamber of</u> Plorida Power & Light Company, a Florida corporation (nereinatter <u>FFL</u>) and Miami Beach Chamber of Commerce, a Florida Chamber of Commerce (hereinafter the <u>"Organization</u>"), is entered into as of the Summerce, a FIORIUM Champer of Commerce (nerematter the "<u>Qrganization</u>"), is entered into as of the  $\frac{26}{4}$  day of  $\frac{1}{14}$  and  $\frac{1}{2}$  (the "Effective Date"), pursuant to the terms and conditions stated herein. Payment. FPL agrees to pay the total amount of Ten Thousand Dollars (\$10,00.00) (the "Economic

 $\frac{rayment.}{Development Funds''}$  to the Organization to be used for the sole purpose of *Economic Development in the* <u>Uevelopment rungs</u>) to the Organization to be used for the sole purpose of *Economic Development in the* City of Miami Beach in connection with the Organization's membership program. Each party Luy of Mumi Beach in connection with the Organization's memoersnip program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the acknowledges that that FFL is entering into this Agreement oased upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25 CAADC of the Floride Dublic Floride Constitution and in constitution with the terms of the floride Dublic Floride Dublic Floride Constitution and in constitution of the floride Dublic Floride Dublic Floride Constitution and in constitution of the floride Dublic Floride Constitution and in constitution of the floride Dublic Floride Constitution and in constitution of the floride Dublic Floride Dublic Floride Constitution of the floride Constitution of the floride Constitution of the floride Dublic Floride Constitution of the floride Con ECONOMIC Development runus are reasonable economic development expenses pursuant to Kule 253 6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this

0.0420 Of the Florida Fublic Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for Payment of the Economic Development Funds shall be FPL's sole 2. <u>Limitation or Liability</u>, rayment or the Economic Development runos snall be rrus sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event economic development activities.

obligation and hability, and the Organization's sole remedy, in connection with this Agreement, in no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection Publicity. The Organization agrees to submit to FPL for its written approval all promotional and

with this Agreement.

5. <u>FUDICITY</u>. The Organization agrees to submit to FFL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use. Performance. FPL shall have the right to verify the Organization's performance of and t. <u>renormance</u>. Fre shan have the right to verify the Organization shall immediately refund any compliance with the provisions of this Agreement. The Organization shall immediately refund any and the rest berg berg and the constant the terms of the second seco

amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

Governing Law: Waiver. This Agreement shall be governed by, and construed in accordance a laws of the State of Florida without record to its conflict of laws provisions. All actions or 2. <u>Unoverning Law: Walver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or With the laws of the State of Florida without regard to its conflict of laws provisions. All actions of proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Ploride BACIL OR THE DADGUES TERRET COURTS TO THE DADGUES TERRET. proceedings relating to this Agreement will be brought solely in the state or rederal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY STATE OF FIORIDA. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNIARLY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY AND INTENTIONALLY WAIVES THE KIGHT EITHER OF THEM MAY HAVE TO A INAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR JUKY IN KESPECT OF ANY LITIGATION BASED HERBON, OK AKISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT

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FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL") By:

Name: Crystal Stiles

Title: Economic Development Manager___ 2-9-16 Date:

CHAMBER OF COMMERCE ("Organization") Name: Jerry Autolian Title: <u>Alescoent + CEO</u> 1/26/16 Date:

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and **Chamber of Commerce** *of the Palm Beaches*, a Florida not-for-profit corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 1st day of June, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two Thousand Two Hundred Dollars (\$2,200.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Paim Beach County* in connection with the Organization's *membership program. Development in the Paim Beach County* in connection with the Organization's *membership program. Development in the Paim Beach County* in connection with the Organization's *membership program. Development in the Paim Beach County* in connection with the Organization's *membership program. Development in the Paim Beach County* in connection with the Organization's *membership program. Development in the Paim Beach County* in connection with the Organization's *membership program. Development in the Paim Beach County* in connection with the Organization's *membership program. Development in the Paim Beach County* in connection with the Organization's *membership program. Development in the Paim Beach County* in connection with the organization of the understanding that *Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that 6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities* 

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL") a trauch amet By: Name: PATIELA LAVEH Title: VP, Externel Affaire & Eco. Dev. Date: 5-2-11-Date: _

Chamber of Commerce	of the Palm Beaches
("Organization")	$\bigcirc$ $\land$
By:eu	Mady
Name: <u>Dennis Grady</u>	$\bigwedge$
Title: <u>Chief Executive Of</u> Date: <b>4/14/</b>	fficer

# ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and *FLORIDA DELEGATION* – *SOUTHEAST U.S. JAPAN ASSOCIATION INC*], a [*A FLORIDA NOT FOR PROFIT CORPORATION* (501 C6) (hereinafter the "<u>Organization</u>"), is entered into as of the 10th day of December, 2015 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Five Thousand Dollars (\$5,000) (the "<u>Economic</u> <u>Development Funds</u>") to the Organization to be used for the sole purpose of the organization's primary exempt purpose of promoting Florida-Japan trade, investment, tourism and business ties in partnership with the public and private sector in connection with the Organization's sustaining membership program and activities such as the SEUS/Japan Annual Joint Meeting; Florida-Japan Summit; Annual Meeting of Members and other Florida-Japan related programs statewide and Japan. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

# FLORIDA POWER & LIGHT COMPANY

("FPL")

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By: Name: CRYStz NG(· Title: U Date:

FLORIDA DELEGATION - SOUTHEAST U.S. JAPAN ASSOCIATION INC ("Organization")

By:

Name: <u>DAVE WOODWARD</u> Title: <u>EXECUTIVE DIRECTOR</u> Date: <u>DECEMBER 10, 2015</u>

ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between HIS ECONOMIC DEVELOPMENT ACTIVITY ACREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Hendry County Recomming Development Council of Florida charitable accounts development construction (hereinafter rioriaa rower & Light Company, & Florida corporation (nereinatter <u>FFL</u>) and nenury County Economic Development Council, a Florida charitable economic development organization (hereinafter the "Conselection") is extend into a soft the 26th day of Ostaker 2016 (the WEffective Date") and the second **Economic Development Council, a Fiorida charitable economic development organization** (nereinanter the "<u>Organization</u>"), is entered into as of the 26th day of October, 2016 (the "<u>Effective Date</u>"), pursuant to Payment. FPL agrees to pay the total amount of two thousand five hundred Dollars (\$2500.00) (the Learning <u>Fayment</u>, FFL agrees to pay the total amount of two thousand five numbered Dollars (\$4200.00) (the "Economic <u>Development Funds</u>") to the Organization to be used for the sole purpose of Economic Development in the Handrin County region in connection with the Organization's membership and the function of the sole purpose of the sole the terms and conditions stated herein. Economic Development runus ) to the Organization to be used for the sole purpose of Economic Development in the Hendry County region in connection with the Organization's membership program. Development in the Henary County region in connection with the Organization's memoership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that tach party acknowledges that that FFL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25the Economic Development runds are reasonable economic development expenses pursuant to Kule 43-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this 0.0420 or the Florida Fuelic Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for Limitation of Liability. Payment of the Economic Development Funds shall be FPL's sole 2. <u>Limitation of Liability</u>, rayment of the Economic Development runds shall be reliable for indirect insidental or connection with this Agreement. In no event oougauon and naonny, and me Organization s sole remedy, in connection with this Agreement, in no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection economic development activities. Publicity. The Organization agrees to submit to FPL for its written approval all promotional and 3. <u>FRONCILY</u>. The Organization agrees to submit to FFL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use auventising material mat uses any Pro-manic, minals, margina, sear, or togotype prior to put of any such information shall be subject to FPL's then-applicable guidelines for proper use. with this Agreement. Performance. FPL shall have the right to verify the Organization's performance of and 4. <u>Performance</u>. rPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any compnance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement. Governing Law; Waiver. This Agreement shall be governed by, and construed in accordance 2. <u>Governing Law: Walver</u>, this Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or foregoing to this Agreement will be brought calculate to the state of Florida without regard to its conflict of laws provisions. With the laws of the State of Fiorida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Plaside FACULOR THE DARTIES (IERETO LERED) (ALL REPORT OF THE DARTIES (IERETO LERED)) proceedings relating to this Agreement will be brought solely in the state or rederal courts located in the State of Florida, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY STATE OF FIORIDA, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY AND INTENTIONALLY WAIVES THE KIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ACCREEMENT. THIS DROUGLON IS A MANUSPIAL DISTORTED FOR JUKY IN KESPECI OF ANY LITUATION BASED HEREON, OK AKISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE DADTIES ENTED ING INTO THIS A ODDEMONT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

("FPL") 6 By: _

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development 12-6-Date: _

**IN WITNESS WHEREOF**, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date. ("Organization") By: _ Brett Name: _ Presider Title:

Date:



THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and the Economic Council of Okeechobee, a Florida-based economic development organization (hereinafter the "Organization"), is entered into as of the 1st day of December, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions

stated herein.

Payment. FPL agrees to pay the total amount of two thousand one hundred Dollars (\$2,100) (the "Economic Development Funds") to the Organization to be used for the sole purpose of Economic Development in the Okeechobee County region in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the program. Lach party acknowledges that that FLD is entering into this Agroentent based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide

Limitation of Liability. Payment of the Economic Development Funds shall be FPL's sole operational assistance for economic development activities. 2. <u>Dimination of Dability</u>. Laymon of the Domonic Development runus share of TEDS sold obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event

shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection Publicity. The Organization agrees to submit to FPL for its written approval all promotional and with this Agreement.

3. <u>runnen</u>, me Organization agrees to suonin to rice to no written approval an promotion and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use. Performance. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

Governing Law; Waiver. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

## FLORIDA POWER & LIGHT COMPANY

("FPL") aw By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

12-2-14 Date:

Economic Council of Okeechobee

("Organization") roldøv By: Name: JennHer Maddos Title: EXECUTIVE Director hle 12 Date: _

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreemont</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and *Greater Miami & The Beaches Hotel Association*, a Florida Economic Development entity (hereinafter the "<u>Organization</u>"), is entered into as of the <u>3</u>) day of <u>MALCH</u>, 20 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of One-Thousand, Five-Hundred Dollars (\$_____) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL")

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date:

GREATER MIAMI & THE BEACHES HOTEL ASSOCIATION

("Organization") By: Name: Title: Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Computer*, a Plorida corporation (hereinafter "<u>FPL</u>") and Horizon Foundation, Inc., a Florida charitable economic development organization (hereinafter the "<u>Organization</u>"), is entered into as of the 26th day of October, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u> FPL agrees to pay the total amount of two thousand five hundred Dollars (\$2500.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Lee County/SW Florida region* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities,

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall PPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to PPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT BITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY ("FPL")  $\land$ 胞应

Namo: <u>Pamela Rauch</u>_____

Title: VP, External Affairs & Bconomic Development

11 -01 Date: __

Horizon Foundation, Inc. "Organization")
By: Parale Balata(
Name: John PATRICK Boland
Date: 31 OCTO AN LOLL

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between <u>Florida Power & Light Company</u>, a Florida corporation (hereinafter "<u>FPL</u>") and Titusville Area Chamber of Commerce, Inc. a Florida Not For Profit Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 21st day of September, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of One Thousand, Five Hundred Dollars (\$1,500) (the <u>Beconomic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Brevard County* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL" a 11 () By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

10 - 18 - 10Date:

Titusville Area Chamber of Commerce,

Inc. ("Organization" By: Gaedeke Marcia Name! Title: Presiden 9-27-16 Date: ___

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Port Orange South Daytona Chamber of Commerce, (hereinafter the "Organization"), is entered into as of the 144 day of 1/1, 2016 (the "Effective Date"), pursuant to the terms and conditions stated herein.

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Payment. FPL agrees to pay the total amount of Four Hundred Fifty Dollars (\$450.00) (the "Economic Development Funds") to the Organization to be used for the sole purpose of Economic Development in Volusia County in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide assistance for economic and community development activities.

Limitation of Liability. Payment of the Economic Development Funds shall be FPL's sole 2. obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

Publicity. The Organization agrees to submit to FPL for its written approval all promotional and 3. advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

Performance. FPL shall have the right to verify the Organization's performance of and 4. compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

Governing Law; Waiver. This Agreement shall be governed by, and construed in accordance 5. with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY

By: Yam Brill

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: 1-15-16

Port Orange South Daytona Chamber of

Commerce 'onno Name:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and **Pahokee Chamber of Commerce**, a Florida-based Chamber of Commerce (hereinafter the "<u>Organization</u>"), is entered into as of the 23rd day of May, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of three hundred fifty (\$350) (the "<u>Economic</u> <u>Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Palm Beach County region* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL") /) // //

ъW 7 **By:** 17

Name: Pamela Rauch

Title: VP. External Affairs & Economic Development

5-25-16 Date: _

[INSERT COMPLETE LEGAL NAME]
("Organization") PANO KEE CHAMDER OF COMMERCE
By term Dolla
Name: Regi NA Bohlen
Title: Executive Director
Date: 5-23-16

. .. ,

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Compuny*, a Florida corporation (hereinafter "<u>TPL</u>") and [Deerfield Beach Chamber of Commerce], a [STATE OF FL] CHAMBER OF COMMERCE] (hereinafter the "<u>Organization</u>"), is entered into as of the 1 day of October 20.16 (the "<u>Effective</u>") <u>Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of <u>Seven Hundred Fifty</u> Dollars (\$ 750.00 (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of <u>Economic Development in the (Region)</u> in connection with the Organization's <u>membership</u> program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used [to provide operational assistance for economic development activities] [OR] [to assist state and/or local government in the design of strategic plans for economic development activities] [OR] [as support for marketing and research services].

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL") Kuch Yame By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

1-11-16 Date: _

[Deerfletd Beach Chumber of Commerce ("Organization")

RIMDE By:

Name: _Daisja Marie Brinson_____

Title: _Office Manager____

Date: 05/24/2016

## ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and The Broward Alliance, Inc. d/b/a Greater Fort Lauderdale Alliance, a Florida economic development (hereinafter the "Organization"), is entered into as of the 25 day of February, 2016 (the "Effective Date"), pursuant to the terms and conditions stated herein.

Payment. FPL agrees to pay the total amount of Fifty-Thousand Dollars (\$50,000.00) (the "Economic Development Funds") to the Organization to be used for the sole purpose of Economic 1. Development in the Broward Region in connection with the Organization's economic development projects for FY 2016. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used toward 2016 Annual Investment to support Broward County's Economic Development Program - CEO Council Member.

Limitation of Liability. Payment of the Economic Development Funds shall be FPL's sole 2. obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

Publicity. The Organization agrees to submit to FPL for its written approval all promotional and 3. advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

Performance. FPL shall have the right to verify the Organization's performance of and 4, compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

Governing Law: Waiver. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

### FLORIDA POWER & LIGHT COMPANY ("FPL")

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Name: PAMELIA <u>PAUCH</u> Title: NP, EXEMPLA Affmics + ECO. Date: 225 110

THE BROWARD ALLIANCE, INC. d/b/a GREATER FORT LAUDERDALE ALLIANCE ("Organization

Name: Bob Swindell

Title: President & CEO

Date: 2/25/16

## ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and *The Miami-Dade Beacon Council, Inc.*, a Florida economic development entity (hereinafter the "<u>Organization</u>"), is entered into as of the <u>`A</u> day of <u>March</u>, 20 (6 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of *Twenty-five Thousand Dollars* (\$25,000.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY

("FPL") By: Name: Cry

Title: Economic Development Manager

Date:

THE MIAMI-DADE BEACON COUNCIL, INC.

("Organization" Name: Title: \ Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and [*THE BUSINESS DEVELOPMENT BOARD OF PALM BEACH COUNTY*], a [*FLORIDA*] (hereinafter the "<u>Organization</u>"), is entered into as of the ____1 day of _September___, 2016__ (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Twenty five thousand_Dollars ( $$_25,000_$ ) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in (Palm Beach County)* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used [to provide operational assistance for economic development activities] [*OR*] [to assist state and/or local government in the design of strategic plans for economic development activities] [*OR*] [as support for marketing and research services].

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL") By

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development 9.-20-16 Date:

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VSE <del>RT COM</del> Drganization"		LE <u>GAI</u>	<u>, NAME</u>	F	Cry
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Date:	(	2/16	2014	2	<u> </u>

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and [*THE BUSINESS DEVELOPMENT BOARD OF PALM BEACH COUNTY*], a [*FLORIDA NOT FOR PROFIT 3C6*] (hereinafter the "<u>Organization</u>"), is entered into as of the 1st day of September, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Twenty Five Thousand Dollars (\$25,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in (Palm Beach County )* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY ("FPL") me By: _ ta

Name: Pamela Rauch

Ϊ,

Title: VP, External Affairs & Economic Development

8-4-17 Date:

The Business Development Board of PBC

("Organization") By:

Name: Lisa M Anderson

Title: VP, Private Funding

Date: 8/4/2017

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and [*GREATER BOCA RATON CHAMBER OF COMMERCE*], a [*FLORIDA 501 (C) 6 ORGANIZATION*] (hereinafter the "<u>Organization</u>"), is entered into as of the 10th day of October , 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Three Thousand One Hundred <u>Dollars (\$3,100,00)</u> (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the (South Palm Beach County Region)* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used [*To promote and sustain economic prosperity in Boca Raton and South Palm Beach County*].

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

Fam Kourd By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: 10-10-10

Greater Boca Raton Chamber of Commerce ("Organization")
By:
Name: _TroyOrcLellan
Title:President & CEO
Date: Oct. 5, 2017

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and **SW Florida Economic Development Alliance** (hereinafter the "<u>Organization</u>"), is entered into as of the 30 day of October, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Ten Thousand Dollars (\$10,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in SouthwestFlorida* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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#### FLORIDA POWER & LIGHT COMPANY

("FPL") By:

Name: Pamela Rauch

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Title: VP, External Affairs & Economic Development

	11-	1-17		
Date:	11	1 1 7	1	

### SOUTHWEST FLORIDA ECONOMIC DEVELOPMENT ALLIANCE, INC ("Organization")

By:

Name: <u>ERIC E BERGLUND</u>

Title: <u>PRESIDENT</u>____

Date: October 30, 2017

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and *Coral Gables Chamber of Commerce*, a Florida Chamber of Commerce (hereinafter the "<u>Organization</u>"), is entered into as of the <u>day of <u>My SL</u>, 20 <u>The "Effective Date</u>"), pursuant to the terms and conditions stated herein.</u>

1. <u>Payment.</u> FPL agrees to pay the total amount of Two-Thousand, Nine-Hundred Dollars (\$2,900) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construct in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL")

By:

Name: Pamela Rauch

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Title: VP, External Affairs & Economic Development

Date:

CORAL GABLES CHAMBER OF COMMERCE ("Organization")

Bv: Name: Title: Date:

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THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Horizon Foundation Inc. (hereinafter the "<u>Organization</u>"), is entered into as of the 30 day of October, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two Thousand Five Hundred Dollars (\$2,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in SouthwestFlorida* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

**IN WITNESS WHEREOF**, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA PO	WER & L	IGHT CO	MPANY
("FPL")	$\cap$	٨	
By: TGAM	Kaul	1).	
DY: UV/VL	·un	¥	

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: ______

HORIZON FOUNDATION, INC.
By:
Name: John P. Boland
Title: <u>Executive Director</u>
Date: 31 OUT 2017

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and **Glades County Economic Development** (hereinafter the "<u>Organization</u>"), is entered into as of the 30 day of October, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of One Thousand Dollars (\$1,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the SouthwestFlorida* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY ("FPL")	[INSERT COMPLETEDEGATENAME] ("Organization")
By:	By: Glades County Econoxic Developed
Name: Pamela Rauch	Name: Magaal Asland
Title: VP, External Affairs & Economic Development	Title: <u>Executve director</u>
Date:	Date: $11/117$

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and [*DEERFIELD BEACH CHAMBER OF COMMERCE*], a [FLORIDA AND CHAMBER OF COMMERCE] (hereinafter the "<u>Organization</u>"), is entered into as of the __20th_ day of _September_, 2017_ (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of _Seven hundred and fifty Dollars (\$750.00<u>)</u> (the <u>"Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the (Broward Region)* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used [to provide operational assistance for economic development activities] [OR] [to assist state and/or local government in the design of strategic plans for economic development activities] [OR] [as support for marketing and research services].

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

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FLORIDA POWER & LIGHT COMPANY
("FPL") () ()
By: fam Bauch
Name: PATIELA CANCH
Title: UP, External Afferes & Economic Der.
Date: 11-15-11

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Deerfield Beach Chamber of Commerce

"M By: _ ß

Name: _Daisja Brinson_____

Title: _Executive Director_____

Date: <u>August 20, 2017</u>

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and **Charlotte County Economic Development Partnership (EDP) formerly known as Enterprise Charlotte Economic Council** (hereinafter the "<u>Organization</u>"), is entered into as of the 30 day of October, 2017 (the "<u>Effective</u> Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two Thousand Five Hundred Dollars (\$2,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the SouthwestFlorida* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

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FLORIDA POWER & LIGHT COMPANY ("FPL") U By: _

Name: Pamela Rauch

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Title: VP, External Affairs & Economic Development

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lDate:

("Organization") jal. Unill By M Coalwell Name: mes Field Title: 3-1 Date: _/_

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THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT!(the "Agreement") by and between! Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Chamber of Southwest. Florida (hereinafter the "Organization"), is entered into as of the 30 dayrof.Octobern 2017 (the "Effective. Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Three Thousand two Hundred Dollars (\$3,200) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in SouthwestFlorida* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. .i

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**"FLORIDA POWER & LIGHT COMPANY** ::("FPL") Ľ By: C)

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

11-1 Date: _____ •

🕕 Chamber of Southwest Florida) 👎 🕛 🗴 🚸 🕴 5621 Banner Dr., Ft. Myers FL

لمر By:

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Name: David K. Miller

Title: Executive Director

Date: _____11/1/17

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and **Punta Gorda Chamber of Commerce** (hereinafter the "<u>Organization</u>"), is entered into as of the 30 day of October, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Five Hundred Twenty-nine Dollars (\$509) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the SouthwestFlorida* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FPL 000322 20180143-EI

FLORIDA POWER & LIGHT COMPANY

("FPL") UCA By:

Name: Pamela Rauch

. •

Title: VP, External Affairs & Economic Development

11-1-1-Date:

[INSERT COMPLETE LEGAL NAME] ("Punta Gorda Chamber of Commerce")

Pad Oliva By:

Name: Pat Oliva

Title: Marketing & Recruitment Manager

Date: 10-31-2017

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Hendry County Economic Development Council (hereinafter the "<u>Organization</u>"), is entered into as of the 30 day of October, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two Thousand Five Hundred Dollars (\$2,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the SouthwestFlorida* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

> FPL 000324 20180143-EI

FLORIDA POWER & LIGHT COMPANY

("FPL") By: 'VI

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date:

HENDRY COUNTY ECONOMIC DEVELOPMENT COUNCIL
("Organization")
By: Junbuy K Jut
Name: Tuenby R Treit
Title: <u>Shair man</u>
Date: 110217

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Industrial Asset Management Council (hereinafter the "<u>Organization</u>"), is entered into as of the 14 day of November, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of one thousand six hundred forty five Dollars (\$1,645.00) (the "Economic Development Funds") to the Organization to be used for the sole purpose of *Economic Development* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

> FPL 000326 20180143-EI

FLORIDA POWER & LIGHT COMPANY

("FPL")/ Pauch form By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: 11-15-17

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Industrial Asset Management Council ("IAMC") /
By: Mr.M.
Name: Gabrielle Nicolini
Title: Director of Membuship
Date: 11.14.2017

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and [Coral Springs Regional Chamber of Commerce], a [*FLORIDA NON-PROFIT ORGANIZATION*] (hereinafter the "<u>Organization</u>"), is entered into as of the __21___ day of August, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of one thousand seven hundred fifty dollars (\$1750.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the (Broward County)* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used as support for marketing services.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL")

By:

Name: Pamela Rauch

Title: <u>VP, External Affairs & Economic Development</u>

Date:

Coral Springs Regional Chamber of Commerce (Coral Springs Regional Chamber)

Cindy Bix By:

Name: Cindy Brief_____

Title: President/CEO_____

Date: <u>August 21, 2017</u>

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between *Flortda Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and [*DAVIE-COOPER CITY CHAMBER OF COMMERCE*], a [*NOT FOR PROFIT*] (hereinafter the "<u>Organization</u>"), is entered into as of the 26 day of _September ; 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u> FPL agrees to pay the total amount of EIGHT HUNDRED FOURTY DOLLARS. Dollars (\$ 840.00) (the "Economic Development Funds") to the Organization to be used for the sole purpose of *Economic Development in the DAVIE-COOPER CITY* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to assist state and/or local government in the design of strategic plans for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>, FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

F	("FPL.") By: Pan Rauch	<i>DAVIE-COOP</i> ("Orga	PER CITY CHAMB	ER OF COMMERCE
<b>r</b> •	Name: Pamela Rauch Title: VP. External Affairs & Economic Develop	ment	Name: NiKK Title: <u>CLC</u>	i Hanna itive DIPPCTUR
	Date: 10-18-17		Date: $0^{4}$	DIDUL

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THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Economic Council of Martin County, Inc., a Florida 501 c6 Organization (hereinafter the "<u>Organization</u>"), is entered into as of the 3rd day of October, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Thirty-Five Hundred Dollars (\$3,500.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Martin County* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to assist state and/or local government in the design of strategic plans for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY ("FPL")

Bruch By:

Name: Pamela Rauch

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Title: VP, External Affairs & Economic Development

Date: 10-13-11

Economic Council of Martin County, Inc. ("Organization")

arto 1. By: Tell

Name: Ted Astolfi

Title: <u>CEO</u>_____

Date: _____October 3, 2017 ____

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and the Economic Council of Okeechobee, a Florida-based economic development organization (hereinafter the "<u>Organization</u>"), is entered into as of the 28th day of September, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of two thousand one hundred Dollars (\$2,100) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Okeechobee County region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

toen By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Economic Council of Okeechobee ("Organization")

Β¥ Name: Jennifer Tewksbu

Title: Executive Director 9/29/17 Date: _

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and North Florida Economic Development Partnership (hereinafter the "<u>Organization</u>"), is entered into as of the 18th day of October, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Ten Thousand Dollars (\$10,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the North Florida Region* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

### FLORIDA POWER & LIGHT COMPANY

("FPL")

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

North Florida Economic Development Partnership ("Organization")

Name: Title: EVecutive

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Date:	10/25/17-	

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Date: October 25,2017

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between **Florida Power & Light Company**, a Florida corporation (hereinafter "<u>FPL</u>") and Indian River County Chamber of Commerce, Inc. a Florida Not For Profit Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 16th day of October, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Three Hundred, Forty-Five Dollars (\$345) (the <u>"Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in Indian River County* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA	POWER &	& LIGH	T COMPANY
("FPL")	$\bigcap$		Λ
Ву:	am	hu	ich
Name: Pame	la Rauch		

Title: VP, External Affairs & Economic Development

Date: 10-23-10

Indian River County Chamber of Commerce, Inc. ("Organization")

ganization")
By: tonn handle
Name: Pendy Chandler
Title: President
Date: 10-18-17

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Nassau County Economic Development Board, (hereinafter the "Organization"), is entered into as of the 5th day of October, 2017 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Five Thousand Dollars (\$5,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in Nassau County* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

### FLORIDA POWER & LIGHT COMPANY

("FPL") By:

Name: <u>Pamela Rauch</u> Title: <u>VP, External Affairs & Economic Development</u> Date: <u>10-13-10</u>

NASSA DEVEL	U COUNTY ECONOMIC OPMENT BOARD (NCEDB)	
("Organ	zation")	وسن
Ву:	MIR K	
Name:	Jamen DiBalla	
Title:	EXPLUTIVE DIVICTOR	
Date:	10.5.17	

FPL 000340 20180143-EI

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THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and the Hallandale Beach Chamber of Commerce a FL NON- PROFIT (501 C 6) (hereinafter the "<u>Organization</u>"), is entered into as of the 26 day of September, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of Six hundred and ninety-five dollars. (\$_695_) (the <u>"Beonomic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the (Hallandale Beach area)* in connection with the Organization's *membership program*. Bach party acknowledges that that FPL is entering into this Agreement based upon the purpose of the Reconomic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY URY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL") l a By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

10-18 Date:

Hallandale Beach Chamber o ("Organization")	f Commerce
By:	
Name: Norma Jules	· · · · · · · · · · · · · · · · · · ·

Name; Norma Jules

Title: Executive Director and CEO

Date: September 26, 2017

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and [*GREATER* HOLLYWOOD CHAMBER OF COMMERCE], a [FLORDA NONPROFIT 501C(6)] (hereinafter the "<u>Organization</u>"), is entered into as of the <u>6th</u> day of <u>June</u>, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of <u>Two thousand six hundred seventy four Dollars</u> (\$2674) (the "Economic Development Funds") to the Organization to be used for the sole purpose of *Economic Development in the (Region)* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used [to provide operational assistance for economic development activities] [OR] [to assist state and/or local government in the design of strategic plans for economic development activities] [OR] [as support for marketing and research services].

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

("FPL") By:

Name: <u>Pamela Rauch</u>

Ì

Title: VP. External Affairs & Bconomic Development

0 7 Date:

[GREATER HOLLYWOOD CHAMBER OF
COMMERCE
("Organization")/
By Ch - Tetterthe.
Name: ATNUE T. HOTTE
Title: CEO/Executive Divector
Date: 12 6, 2017

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and <u>Baker County</u> <u>Chamber of Commerce, Inc., a private not for profit corporation</u>. (hereinafter the "<u>Organization</u>"), is entered into as of the <u>2nd day of October, 2017</u> (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of <u>Two Thousand Dollars (\$2000.00)</u> (the <u>"Economic Development Funds</u>") to the Organization to be used for the sole purpose of <u>Economic</u> <u>Development in Baker County</u> in connection with the Organization's "Choose Baker" membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL") Vell By:

Name: Pamela Rauch

Title: <u>VP, External Affairs & Economic Development</u> Date: lO - l3 - l'A Baker County Chamber of Commerce, Inc. ("Organization")

and

 Name:
 Darryl Register

 Title:
 Executive Director

 Date:
 October 2, 2017

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Melbourne Regional Chamber of Commerce, Inc. a Florida Not For Profit Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 10rd day of October, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Four Thousand Dollars (\$4,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Brevard County* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

> FPL 000346 20180143-EI

## FLORIDA POWER & LIGHT COMPANY

("FPL") By:

Name: Pamela Rauch

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Title: VP, External Affairs & Economic Development

-17-19 Date: __

Melbourne Regional Chamber of Commerce,
Inc. ("Organization")
By: M M
Name: / Justin Androw
Titles_ Prisiduty Ce D
Date: 10/16/17

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and St. Johns County Chamber of Commerce (hereinafter the "<u>Organization</u>"), is entered into as of the 5th day of October, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two Thousand Dollars (\$2,000) (the "Economic <u>Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in St. Johns County* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Llability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

#### FLORIDA POWER & LIGHT COMPANY

("FPL") By: Name: Pamela Rauch Title: VP, External Affairs & Economic Development Date:

ST. JOHNS COUNTY CHAMBER OF COMMERCE ("Organization")

By: Name  ${\mathcal{E}}$ Title: Date;

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Latin American Business Assoication, a Florida Chamber of Commerce (hereinafter the "<u>Organization</u>"), is entered into as of the <u>W</u> day of <u>August</u>, 20 ((the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Three Thousand Dollars (\$3,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program.* Each party *Miami-Dade Region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-Economic Development and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL")

By:

Name: Pamela Rauch

Title: <u>VP, External Affairs & Economic Development</u> Date: Q - QQ - ()

LATIN AMERICAN BUSINESS
ASSOCIATION
("Organization")
ByShut
Name: Anel Betto
Title: Executive Vice President
Date: 820/17
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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Titusville Area Chamber of Commerce, Inc. a Florida Not For Profit Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 16th day of August, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of One Thousand, Five Hundred Dollars (\$1,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Brevard County* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL") uch By:

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Name: Pamela Rauch

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Title: VP. External Affairs & Economic Development

-29 9 -1 Date:

Titusville Area Chamber of Commerce,

Inc. ("Organizati	on")
By:	Marcia Vaedeke
- <b>J</b> J.	no: Marcia Gaedeke
	$\frown$ $\Box$
Tit	
Da	te: 82817

FPL 000351 20180143-EI

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") Dan Lindblade, a Greater Fort Lauderdale Chamber of Commerce (hereinafter the "<u>Organization</u>"), is entered into as of the 31st day of July, 2017, pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of ten thousand-four hundred thirty-five Dollars (\$10,435) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the (Broward County)* in connection with the Organization's *Chairman Circle Membership*. Each party acknowledges that that FPL is entering into this Agreement based <u>upon</u> the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date. Greater Fort Lawlerdale Churber of Com

FLORIDA	POWER &	& LIGHT COMPAN	Y
("FPL")	$\mathcal{D}$		
By:	Jam	hauch	

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: 10-18-17 ____

Greater Fort Lawlerdale Chunker of Commerce
[INSERT COMPLETE LEGAL NAME]
("Organization") By: Umil H. Junul
Name: DANIEL H. LINDBLADE
Title: President
Date: <u>8/3//17</u>

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and [LAUDERDALE BY THE SEA CHAMBER OF COMMERCE], a [FLORIDA, CHAMBER OF COMMERCE] (hereinafter the "<u>Organization</u>"), is entered into as of the _18th_ day of _October_, 2017_ (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of _Five hundred and twenty five _ Dollars (\$_525_) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the (Broward Region)* in connection with the Organization's *membership program. Development in the (Broward Region)* in connection with the Organization's *membership program. Development in the (Broward Region)* in connection with the Organization's *membership program. Development in the (Broward Region)* in connection with the Organization's *membership program. Development in the (Broward Region)* in connection with the Organization's *membership program. Development in the (Broward Region)* in connection with the Organization's *membership program. Development in the (Broward Region)* in connection with the Organization's *membership program. Development in the (Broward Region)* in connection with the Seconomic development European to Rule 25the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25the Economic Development Funds will be used [to provide operational assistance for Agreement and that the Economic Development Funds will be used [to provide operational assistance for Agreement activities] [*OR*] [to assist state and/or local government in the design of strategic plans for economic development activities] [*OR*] [as support for marketing and research services].

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FPL 000354 20180143-EI

FLORIDA POWER & LIGHT COMPANY ("FPL") M By: MΔ

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

10-27 Date: _

[Lauderdale by the Sea Chamber of Commerce] ("Organization")

By:_Courtney, Stanford Name: Title: President

Date: 10/18/2017

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and **DESOTO CHAMBER** OF COMMERCE, a Florida Chamber of Commerce (hereinafter the "<u>Organization</u>"), is entered into as of the ______ day of ______, 20 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of One Thousand Dollars (\$1,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of Economic Development in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY

("FPL") Im By:

Name: Pamela Rauch

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Title: <u>VP, External Affairs & Economic Development</u> Date: <u>9-29-1</u> DeSoto Chamber of Commerce ("Organization") By: Delification Name: Debra Wartz

Title Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and THE GREATER SARASOTA CHAMBER OF COMMERCE, a Florida Chamber of Commerce (hereinafter the "Organization"), is entered into as of the day of <u>OUTUM</u>, 20 17 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment. FPL agrees to pay the total amount of Three Thousand Seven Hundred and Fifty Dollars</u> (\$3,750) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of Economic Development in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-Economic Development and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY

("FPL") Kruch By:

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Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: <u>9-29-17</u>

Greater SarasotaChamber of Commerce ("Organization")

Bv: 1

Name: BettAny LAMont Title: Vice President 8/30/17 Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Pahn Bay Area Chamber of Commerce, Inc. a Florida Not For Profit Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 16th day of August, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two Thousand, Five Hundred and Seventy-Five Dollars (\$2,575) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Brevard County* in connection with the Organization's *membership* of *Economic Development in the Brevard County* in connection with the Organization based upon the program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF ARISING OUT OF, UNDER OR JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

> FPL 000358 20180143-EI

FLORIDA POWER & LIGHT COMPANY

("FPL") am Bench

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: _____1D-11-17

Palm Bay Area Chamber of Commerce, Inc.

("Organization") By: <u>Metton</u> Name: <u>Nancy Peltonen</u> Title: <u>President É CEO</u> Date: <u>8/18/2017</u>

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and the Economic **Development Commission**, Florida's Space Coast, a Florida business and economic development group (hereinafter the "<u>Organization</u>"), is entered into as of the 16th day of August, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of ten thousand dollars (\$10,000) (the "<u>Economic Development in the Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Brevard County* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Development Funds will be used to provide operational assistance for economic that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FPL 000360 20180143-EI

FLORIDA POWER & LIGHT COMPANY

("FPL") ame By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date:	9-23	-11	_
Date:			

Economic Development Commission, Florida's Space Const ("Organization")

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Name: Brenda Plocharczyk

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and VENICE CHAMBER OF COMMERCE, a Florida Chamber of Commerce (hereinafter the "<u>Organization</u>"), is entered into as of the <u>8TH</u> day of <u>August</u>, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of One Thousand and Ninety Five Dollars (\$1,095) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of Economic Development in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insiguia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY

("FPL") um Kaus By:

Name: Pamela Rauch

Title:  $\frac{VP, External Affairs & Economic Development}{9 - J9 - 19}$ 

Venice Chamber of Commerce ("Organization")

By: Name: John G. Ryan President/CEO 8/8/17 Title: ___ Date: ___

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Clay County Economic Development Corporation, (hereinafter the "Organization"), is entered into as of the 5th day of October, 2017 (the "Effective Date"), pursuant to the terms and conditions stated herein.

Payment. FPL agrees to pay the total amount of One Thousand Dollars (\$1,000) (the "Economic Development Funds") to the Organization to be used for the sole purpose of Economic Development in Clay County in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

Limitation of Liability. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

Publicity. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

Performance. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

Governing Law; Waiver. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida "without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly

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authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL") By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date:

CLAY COUNTY EDC ("Organization")

Name: Lawa J Pavlus

Title: Interin Executive Director

Date: 10-4-17

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THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Miramar Pembroke Pines Regional Chamber of Commerce, a Florida non-profit organization (hereinafter the "<u>Organization</u>"), is entered into as of the 7 day of July, 2017 (the "<u>Effective Date</u>"), pursuant to the terms

and conditions stated herein.

 <u>Payment.</u> FPL agrees to pay the total amount of Three Hundred Fifty Dollars (\$350) (the <u>"Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Southwest Broward Region* in connection with the Organization's *membership Development in the Southwest Broward Region* in connection with the Organization's *membership understanding* that the Economic Development Funds are reasonable economic development expenses understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms pursuant to Rule 25-6.0426 of the Florida Public Service I (to assist state and/or local government operational assistance for economic development activities] [OR] [to assist state and/or local government in the design of strategic plans for economic development activities] [OR] [as support for marketing and in the design of strategic plans for economic development activities] [OR] [as support for marketing and in the design.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, iusignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FPL 000364 20180143-EI

FLORIDA POWER & LIGHT COMPANY

("FPL") By: NC

Name: Pamela Rauch

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Title: VP, External Affairs & Economic Development

10-18-17 Date: _____

Miramar Pembroke Pines Regional Chamber of Commerce

("Organization")
Name: Robert Goltz, CED.
Title: CEO President
Date: 10/13/17.

...

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and *ECONOMIC DEVELOPMENT CORPORATION OF SARASOTA*, a Florida Economic Development Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the _____ day of <u>August</u>, 20 17 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Ten Thousand Dollars (\$10,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of Economic Development in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY

("FPL") By:

Name: Pamela Rauch

Title: <u>VP, External Affairs & Economic Development</u> Date:  $\underline{Q - 29 - 17}$ 

EDC of Sarasota ("Organization] By: Name: Title: Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Miami-Dade Gay & Lesblan Chamber of Commerce, a Florida Economic Development entity (hereinafter the <u>Organization</u>"), is entered into as of the <u>STR</u> day of <u>Quees</u>, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two Thousand Dollars (\$2,000) (the "<u>Economic Development in the Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program*. Each party Miami-Dade Region in connection with the Organization's *membership program*. Each party Economic Development Funds are reasonable conomic development expenses pursuant to Rule 25-Economic Development Funds are reasonable conomic development expenses pursuant to Rule 25double of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection

with this Agreement. 3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Wniver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the state of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF ARISING OUT OF, UNDER OR JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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- 101/MA		
: Pamela Rau	ich Affairs & Economic Devel	`

Date:

MIAMI-DADE GAY & LESBIAN CHAMBER OF COMMERCE	:
("Organization")	
Ву:	
Name: Steven AdKins	
Tille: Prosident/CEU	4
Date: 8/15/17	
( /	:
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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Indian River County Chamber of Commerce, Inc. a Florida Not For Profit Corporation (hereinafter the "Organization"), is entered into as of the 16th day of August, 2017 (the "Effective Date"), pursuant to the terms and conditions stated herein.

Payment. FPL agrees to pay the total amount of Five Thousand Dollars (\$5,000) (the "Economic Development Funds") to the Organization to be used for the sole purpose of Economic Development in the Indian River County in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for

economic development activities.

Limitation of Liability. Payment of the Economic Development Funds shall be FPL's sole obligation and liability; and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection 2. with this Agreement.

Publicity. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

Performance. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

Governing Law; Waiver. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

("FPL") · In CA  $\overline{a}$ By:

Name: Pamela Rauch

Title: VP. External Affairs & Economic Development 1 -23 -1 R

Date: ___

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Indian River County Chamber of Commerce,

<b>T</b> 11 (11)		<u> </u>		
Inc. ("Organization")			Al	
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Name:	tele		seltine	
Title:	2. Cono	mic D	ev. Dir.	
Date:	8-	16.17		

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Cocoa Beach Chamber of Commerce, Inc. a Florida Not For Profit Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 16th day of August, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two Thousand, Five Hundred Seventy-Five Dollars (\$2,575) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Brevard County* in connection with the Organization's *membership* understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL" auch M By: <u>+</u>

Name: <u>Pamela Rauch</u>

Title: VP, External Affairs & Economic Development

Date: <u><u>8-23-17</u></u> ____

Cocoa Beach Chamber of Commerce, Inc.,
("Organization")
Allow Apple
By fine Company
Name: CONTA SUPPLY OUT
Dan a (FT)
Title: FICO. OCC
Date: 8/10/11
Daw.

# ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and [*THE GREATER SUNRISE CHAMBER OF COMMERCE*, a *FLORIDA STATE ORGANIZATION AND A 5013C(6)* (hereinafter the "<u>Organization</u>"), is entered into as of the 14 day of August, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of three hundred and fifty Dollars (\$350) (the <u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *promoting* <u>businesses</u> in connection with the Organization's *Greater Sunrise Chamber of Commerce* Each party <u>businesses</u> in connection with the Organization's *Greater Sunrise Chamber of Commerce* Each party <u>businesses</u> in connection with the Organization of this Agreement based upon the understanding that the acknowledges that that FPL is entering into this Agreement based upon the understanding that the <u>acknowledges</u> that that FPL is entering into this Agreement expenses pursuant to Rule 25-Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-Agreement and that the Economic Development Funds will be used to provide operational assistance for Agreement and that the Economic Development Funds will be used to provide operational assistance for Agreement activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL") Jamela Rauch By:

Name: Pamela Rauch

The Greater Sunrise Chamber of Commerce

("Organization") 13~~ Ву: ___

Name: Brian Feuer

Title: Executive Director Date: August 14, 2017

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>HPL</u>") and South Dade Chamber of Commerce, a Florida Economic Development entity (hereinafter the "<u>Organization</u>"), is entered into as of the <u>11</u> day of <u>Auy</u>, 20<u>17</u> (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

Payment. FPL agrees to pay the total amount of Two Thousand, Seven Hundred, Fifth Dollars, (\$2,750) (the "Economic Development Funds") to the Organization to be used for the sole purpose of Economic Development in the Miami-Dade Region in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable cconomic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

Limitation of Liability. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

Publicity. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

Performance. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

Governing Law; Waiver. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

authorized reprosentation of	SOUTH DADE CHAMBER OF
FLORIDA POWER & LIGHT COMPANY	COMMERCE
("FPL")	("Organization")
Amela Roull	By: Shallese
By:	Name: SHOTLON L. Wilson
Name: Pamela Rauch	Title: CHAILMAN
Title: VP, External Affairs & Economic Development	
A-1877	Date: 8- 11-177
Date:	

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Hialeah Chamber of Commerce & Industries, a Florida Chamber of Commerce (hereinafter the "Organization"), is entered into as of the _8_ day of _August__, 2017_ (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two-Thousand, Five-Hundred Dollars (\$2,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program*. *Development in the Miami-Dade Region* in connection with the Organization's *membership program*. *Development in the Miami-Dade Region* is connection with the Organization's *membership program*. *Development in the Miami-Dade Region* is connection with the Organization's *membership program*. *Development in the Miami-Dade Region* is connection with the Organization's *membership program*. *Development in the Miami-Dade Region* is connection with the Organization's *membership program*. *Development in the Miami-Dade Region* is connected with the terms contained in this 6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR FOR THE PARTIES ENTERING INTO THIS AGREEMENT. IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA PO	WER & LIGHT COMPANY
("FPL")	$\cap$

Mola Kain

Name: Pamela Rauch

Title: VP,	External Affairs & Economic Development
	8-18-17
Date:	0 0 1

HIALEAH CHAMBER OF COMMERCE & INDUSTRIES ("Organization") By:
Name:Mandy Llanes
Title:Chairman
Date: August 8, 2017

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Daytona Regional Chamber of Commerce, a Florida Chamber (hereinafter the "Organization"), is entered into as of the 1st day of August, 2017 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Six Thousand One Hundred and Eighty-eight Dollars (\$6,188) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in Northeast Floridla* in connection with the Organization's *membership* of *Economic Development in Northeast Floridla* is connection with the Organization's *membership* of *economic Development in Northeast Floridla* is connection with the Organization's *membership* of *economic Development in Northeast Floridla* is entering into this Agreement based upon the *program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expanses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to assist state and/or local government in the design of strategic plans for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logolype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY UIRY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

	FLORIDA POWER & LIGHT COMPANY
	("FPL") By norm hull
ani di s	Name: Pamela Rauch
	Title: VP, External Affairs & Economic Development
	Date: 8-8-17

Daytona Regional Chamber of Commerce
("Organization")
By: Michold Spiaque
Name: Nichole Sprague
Title: BUSINESS MADDER
Title: DUSILESS Passage
Date: 8-1-17

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Jacksonville Regional Chamber of Commerce, a Florida Not for Profit Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 5th day of July, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of <u>Fifteen Thousand Dollars (\$15,000</u>) (the <u>"Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Northeast Florida Region* in connection with the Organization's *membership Dovelopment*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL") By: Name: AMGUA M- KAUC Title: VP Externel Affaires : Econome Der. -17 7 Date: _

Jacksonville Regional Chamber of Commerce
("Organization")
By: Collection
Name: DANE DAVIS
Title: President? CEO
Date: 7-7.17

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Bradenton Area Economic Development Corporation, a Florida 501C6 (hereinafter the "<u>Organization</u>"), is entered into as of the 14th day of June, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Five Thousand Dollars (\$7,300.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Bradenton Area* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY

("FPL" torm By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

7-21-1 Date:

Bradenton Area Economic Development Corporation

("Organization") Bv: naron Namex Title: President + CEO Date:

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Port Orange South Daytona Chamber of Commerce, a Florida Chamber (hereinafter the "<u>Organization</u>"), is entered into as of the 12th day of July, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u> FPL agrees to pay the total amount of four-hundred fifty Dollars (\$450) (the "Economic <u>Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in Northeast Florida* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

> FPL 000381 20180143-EI

FLORIDA POWER & LIGHT COMPANY ("FPL") By: a

Name: Pamela Rauch

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Title: VP, External Affairs & Economic Development

• Д Ų Date:

Port Orange South Daytona Chamber of Commerce ("Organization")

Ву: Д Name ennol P Title: Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Florida Economic Development Council (hereinafter the "Organization"), is entered into as of the 28th day of June, 2017 (the "Effective Date"), pursuant to the terms and conditions stated herein.

Payment. FPL agrees to pay the total amount of five thousand dollars (\$5,000) (the "Economic Development Funds") to the Organization to be used for the sole purpose of Economic Development in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6,0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

Limitation of Liability. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

Publicity. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

Performance. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

Governing Law; Waiver. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

#### FLORIDA POWER & LIGHT COMPANY

LORU. "FPL") By: <u>Pam Paula</u> Name: <u>PAMEUA LARUA</u> Name: <u>PAMEUA LARUA</u> Title: <u>Vice President External</u> Date: <u>7-17-17</u> <u>Affin +</u> <u>2</u>COMOMIN Derrept.

# FLORIDA ECONOMIC DEVELOPMENT

COUNCIL ("Organization")

Blackman, FOR By: U

Name: Beth Kirkland

Title: Executive Director

Date: June 28, 2017

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THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and *Dania Beach Chamber of Commerce*, a Florida Economic Development entity (hereinafter the "<u>Organization</u>"), is entered into as of the <u>8th</u> day of June, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of *two thousand Dollars (\$2,000)* (the "<u>Economic Development in the Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Groward Region*) in connection with the Organization's *membership program.* Each party (*Broward Region*) in connection with the Organization's *membership program.* Each party (*Broward Region*) is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL") 11 CG ς By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

1 Date: ____

**Greater Dania Beach Chamber of Commerce** ("Organization")

By: _Randie Shane_____

Name: _ Randie Shane_____

Title:CEO/Executive Director_____

Date: June 8, 2017

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and **South Florida Hispanic Chamber of Commerce**, a Florida Economic Development entity (hereinafter the "<u>Organization</u>"), is entered into as of the <u>5</u> day of <u>5</u> 20 17 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of One-Thousand, Five-Hundred Dollars (\$1,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program*. *Development in the Miami-Dade Region* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY ("FPL")

Name: Pamela Rauch

Title: VP, External Affairs & Bconomic Development

Date:

SOUTH	FLORI	)A	HISPANIC
CHAMBER	OF COM	MERC]	£
("Organization	")	1. A	D'
By:	in	SW	LAPPY
Name: UI	lam	M. U	Opez_
	Bide	n+1	CED
Date:	10/17	}	

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Greater Miami & the Beaches Hotel Association, a Florida Economic Development entity (hereinafter the "Organization"), is entered into as of the 10 day of 100, 2011 (the "<u>Bffective Date</u>"), pursuant to the terms and conditions stated herein.

Payment. FPL agrees to pay the total amount of One Thousand, Five Hundred Dollars (\$1,500) (the "Economic Development Funds") to the Organization to be used for the sole purpose of Economic Development in the Miami-Dade Region in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

Limitation of Liability. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

Publicity. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

Performance. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

Governing Law; Waiver. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORIDA	POWER & LI	GHT CO	MPANY	
("FPL")	N	Λ	0	
к <u>Ву:</u>	amela	Pal	ell_	
Name: Pam				
Title: <u>VP, F</u>	External Affairs	& Econon	nic Developn	<u>nent</u>
Date:	le - l - l -	1		

Date:

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Pahokee Chamber of Commerce, a Florida-based Chamber of Commerce (hereinafter the "Organization"), is entered into as of the 2nd day of June, 2017 (the "Effective Date"), pursuant to the terms and conditions stated herein.

Payment. FPL agrees to pay the total amount of three hundred fifty Dollars (\$3.50) (the "Economic Development Funds") to the Organization to be used for the sole purpose of Economic Development in the Palm Beach County Region in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for

economic development activities.

Limitation of Liability. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection

Publicity. The Organization agrees to submit to FPL for its written approval all promotional and with this Agreement. advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

Performance. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

Governing Law; Waiver. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FPL 000389 20180143-EI

FLORIDA POWER & LIGHT COMPANY ("FPL") And Ø am By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

6/2/17 Date: ____

Pahokee Chamber of Commerce
("Organization")
AND AND AND
( By A
The Bahlen
Name: REGINA DAPILON
ECI' Doortok
Title: EXECUTIVE DIRECTOR
1100. <u>CAN (907 - (</u>
Carth
Date:
6-2-1940)

# ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and [Hispanic Chamber of Commerce of Palm Beach County], a [Florida Not For Profit Corporation] (hereinafter the "<u>Organization</u>"), is entered into as of the 24th day of March (1997) (the "<u>Effective</u> <u>Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of <u>Five thousand</u> <u>Dollars</u> <u>\$5000</u> (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of [*Economic Development in the community*] in connection with the Organization's [*membership*] program.] Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used [to provide operational assistance for economic development activities][OR][to assist state and/or local government in the design of strategic plans for economic development activities][OR][as support for marketing and research services].

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

## FLORIDA POWER & LIGHT COMPANY

("FPL"/ By: ____

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

4-1 -1 Date: ____

HISPANIC CHAMBER OF COMMERCE OF PALM BEACH COUNTY

By: Maria S. antuña

Name: Maria S. Antuña

Title: CEO

Date: March 24, 2017

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and the GREATER FORT LAUDERDALE ALLIANCE, an Economic Development Organization, (hereinafter the "<u>Organization</u>"), is entered into as of the 16th day of February, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Fifty Thousand Dollars (\$50,000.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in Broward County* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities and as support for marketing and research services.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

("FPL" By: M 44

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

4-13-17

Date: ____

GREATER FT LAUDERDALE ALLIANCE ("Organization")/ men. By:

Name: Bob Swindell

Title: President & CEO

Date: 2/16/19-

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Miami Beach Chamber of Commerce, a Florida Economic Development entity (hereinafter the "<u>Organization</u>"), is entered into as of the <u>12 A</u> day of <u>APR 1</u>, 20<u>7</u> (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Ten Thousand Dollars (\$10,000) (the "<u>Economic</u> <u>Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the* <u>Miami-Dade Region</u> in connection with the Organization's <u>membership program</u>. Each party <u>Miami-Dade Region</u> in connection with the Organization's <u>membership program</u>. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-Economic Development Funds are reasonable economic development with the terms contained in this 6,0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL")

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: _________, 9,-17

MIAMI BEACH CHAMBER OF COMMERCE ("Organization")

By: Name: Jenny Libbin

Title: <u>PRESiDENTYCEO</u> Date:

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Putnam County Chamber of Commerce, a Florida Not for Profit Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 3rd day of March, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of One Thousand Dollars (\$1,000) (the "<u>Economic</u> <u>Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in Northeast Florida* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY ("FPL") By: Fam hand

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

3-27-1 ή Date: ____

PUTNAM COUNTY CHAMBER OF COMMERCE ("Organization")
By: Kim hnip
Name: Dana C Jones
Title: President
Date: 3317

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Greater North Miami Chamber of Commerce, a Florida Chamber of Commerce (hereinafter the "Organization"), is entered into as of the 2 day of  $\underline{F(b)}$ , 20  $\underline{F}$  (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of One Thousand, Five-Hundred Dollars (\$1,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY ("FPL")

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date:

#### GREATER NORTH MIAMI CHAMBER OF COMMERCE ("Organization")

Name: ent đ Date:

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and **Palm Beach North Chamber of Commerce**, a **Florida-based Chamber of Commerce** (hereinafter the "<u>Organization</u>"), is entered into as of the 6th day of March, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of two thousand four hundred fifty dollars (\$2,450) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Northern Palm Beach County region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY

("FPL' CQ By: 17 X

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

4-17-17 Date:

Palm Beach North Chamber of Commerce ("Organization")

By: BITRE Name: <u>Beth R. Kig-ll</u>. Title: <u>President + CED</u> Date: 3/10/2017-

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "FPL") and Central Palm Beach County Chamber of Commerce, a Florida Non Profit Corporation (hereinafter the "Organization"), is entered into as of the 19 day of December, 2016 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of three thousand five hundred dollars (\$3,500.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Palm Beach County region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

**IN WITNESS WHEREOF**, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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#### FLORIDA POWER & LIGHT COMPANY

("FPL'

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: ___

CENTRAL PALM BEACH COUNTRY CHAMBER OF COMMERCE ("Organization")

Name: Mary Lou Bedford

Title: CEO Date:

## ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and *FLORIDA DELEGATION* – SOUTHEAST U.S. JAPAN ASSOCIATION INC], a [A FLORIDA NOT FOR PROFIT CORPORATION (501 C6) (hereinafter the "<u>Organization</u>"), is entered into as of the 10th day of December, 2016 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Five Thousand Dollars (\$5,000) (the "<u>Economic</u> <u>Development Funds</u>") to the Organization to be used for the sole purpose of *the organization's primary exempt purpose of promoting Florida-Japan trade, investment, tourism and business ties in partnership with the public and private sector* in connection with the Organization's sustaining membership program *and activities such as the SEUS/Japan Annual Joint Meeting; Florida-Japan Summit; Annual Meeting of Members and other Florida-Japan related programs statewide and Japan.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

By:

### FLORIDA POWER & LIGHT COMPANY

("FPL")

Title:

Date: _

NP

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By: Pan Barel Name: PAMELA M. RAVCH

neel Ce

frence

FLORIDA DELEGATION - SOUTHEAST U.S. JAPAN ASSOCIATION INC ("Organization")

Name: <u>DAVE WOODWARD</u> Title: <u>EXECUTIVE DIRECTOR</u> Date: <u>DECEMBER 10, 2016</u>

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "FPL") and Team Volusia Economic Development Corporation, an Economic Development Corporation (hereinafter the "Organization"), is entered into as of the 24th day of January, 2017 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of Ten Thousand Dollars (\$10,000) (the "<u>Economic</u> <u>Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in Volusia County* in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activilies.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY ("FPL") By:

Name: Pamela Rauch

Title: <u>VP, External Affairs & Economic Development</u>
Date: <u>1-30-17</u>

Team Volusia Economic Development Corp. ("Organization")

By: Keit a. M Name: KEITH A NORDEN Title: President + CEU Date: JANULOY 24, 2017

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and Ormond Beach Chamber of Commerce, a Florida Not for Profit Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 24th day of January, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of Four Hundred Twenty-Five Dollars (\$425.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in Northeast Florida* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Miami-Dade Beacon Council, Inc., a Florida Economic Development entity (hereinafter the "<u>Organization</u>"), is entered into as of the <u>4</u>m day of <u>INVIAL</u>, 20<u>17</u> (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Twenty-five Thousand Dollars (\$25,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

	FLORIDA POWER & LIGHT COMPANY ("FPL")
ŧ	By: Parn Rauch
	Name: Pamela Rauch
	Title: <u>VP, External Affairs &amp; Economic Development</u> $1 = 2(\sqrt{-12})$
	Date Q1-1

## MIAMI-DADE BEACON COUNCIL, INC.

("Organization")

Name: Sheldon Anderson

Title: <u>Interim President & CEO</u>

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and *Latin Chamber of Commerce of USA*, a Florida Economic Development entity (hereinafter the "<u>Organization</u>"), is entered into as of the <u>the day of the state</u>, 20 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment. FPL agrees to pay the total amount of Three Thousand Dollars, (\$3,000) (the "Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL")	LATIN CHAMBER OF COMMERCE OF USA
By: Pam Rauch	("Organization") By: <u>face</u>
Name: Pamela Rauch	Name: Pateicis Seibs
Title: VP, External Affairs & Economic Development	Title: <u>Monaging</u> Jiredon
Date: 8-18-17	Date: august 7, 2017

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and **THE CHAMBER OF** COMMERCE OF THE PALM BEACHES, a FLORIDA NOT-FOR-PROFIT CORPORATION (hereinafter the "<u>Organization</u>"), is entered into as of the 1st (day of June, 2017) (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of <u>Two Thousaud Two hundred & Fifty Dollars</u> (\$2,250,00) (the "Economic Development Funds") to the Organization to be used for the sole purpose of *Economic Development in the Palm Beach County* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

("FPL") ŧ By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

10-27-19 Date: ____

THE CHAMBER	OF COMMERCE OF THE
PALM BEACHES	

("Organization")

(By:__ Name: Dennis Grady Title: Chief Executive Officer Date: _ 10

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and **Utility Economic Development Association, Inc.** (hereinafter the "<u>Organization</u>"), is entered into as of the 16 day of March, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of six hundred forty-five dollars (\$645) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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## FLORIDA POWER & LIGHT COMPANY

("FPL")

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Name: Pamela M. Rauch

Title: VP, External Affairs & Economic Dev

Date: 3-23-17

UTILITY ECONOMIC DEVELOPMENT ASSOCIATION, INC. ("Organization")

Christina Aques

By: _____

Name: Christina Agnew

Title: Managing Director

Date: March 16, 2017

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Greater North Miami Chamber of Commerce, a Florida Chamber of Commerce (hereinafter the "Organization"), is entered into as of the _____ day of  $\underline{Fdb}$ , 20  $\underline{Ff}$  (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of One Thousand, Five-Hundred Dollars (\$1,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY ("FPL")

Name: Pamela Rauch

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Title: VP, External Affairs & Economic Development

Date:

CHAMBER OF COMMERCE ("Organization") ebe Name: esid Date:

GREATER NORTH MIAMI

FPL 000413 20180143-EI í

Puerto Rican/Hispanic Chamber of Commerce

## ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and [*INSERT LEGAL NAME* **OF RECIPIENT**], a [*INSERT STATE OF ORGANIZATION AND TYPE OF ENTITY*] (hereinafter the "<u>Organization</u>"), is entered into as of the <u>C</u> day of <u>Ochoon</u>, 20<u>17</u> (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of <u>Provident and Constitution</u> <u>Dollars</u> (\$ <u>1000</u>.) (the <u>"Economic Development Funds</u>") to the Organization to be used for the sole purpose of <u>Economic Development in the (Region)</u> in connection with the Organization's <u>membership program</u>. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used [to provide operational assistance for economic development activities] [OR] [to assist state and/or local government in the design of strategic plans for economic development activities] [OR] [as support for marketing and research services].

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL") by: <u>Pam Rauch</u>

Name: Pamela Rauch

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Title: VP, External Affairs & Economic Development

Date: 10-10-19

INSERT COMPLETE	LEGAL NAME]
("Organization")	~

By:
Name: SAntos Arroyo
Title: $\underline{CEO}$
Date: 10 15/2017

Hobe Sound Chamber of Commerce

## ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and [*INSERT LEGAL NAME OF RECIPIENT*], a [*INSERT STATE OF ORGANIZATION AND TYPE OF ENTITY*] (hereinafter the "<u>Organization</u>"), is entered into as of the  $\frac{7a/11}{20}$  day of  $\frac{11/30}{20}$ , 20/8 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of <u>Pinetone Hundbollars</u> ( $\$1900^-$ ) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the (Region)* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used [to provide operational assistance for economic development activities] [*OR*] [to assist state and/or local government in the design of strategic plans for economic development activities] [*OR*] [as support for marketing and research services].

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL") YOLL By: _____ M

Name: Pamela Rauch

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Title: VP, External Affairs & Economic Development

-12-19

[INSERT COMPLETE LEGAL NAME]
("Organization")
By: (Lugelaloppman
Name: Angela Hoffman
Title: ED
Date: 10-4-17

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Florida Economic Development Council (hereinafter the "<u>Organization</u>"), is entered into as of the 5th day of June, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of five thousand dollars (\$5,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FPL 000418 20180143-EI

COUNCIL

FLORIDA ECONOMIC DEVELOPMENT

FLORIDA POWER & LIGHT COMPANY

("FPL")	("Organization")
By: Pam Puuch	By: Beth Kiklan
Name: Pemela PAUCH	Name: <u>Beth Kirkland</u>
Title: VP, External Affaires i Eco. Development	Title: Executive Director
Date: 6-12-18	Date: June 5, 2018

TEIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and [DAVIE-COOPER CITY CHAMBER OF COMMERCE, a [FLORIDA SOLC6 (hereinafter the "Organization"), is entered into as of the _05 day of _____06____2018_ (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of <u>Beight hundred forty</u> <u>Dollars</u> <u>Dollars</u> (\$ <u>840:00</u>) (the <u>Beonomic Development Funds</u>) to the Organization to be used for the sole purpose of <u>Ecanonic Development in the (West Browned)</u> in connection with the Organization's <u>membership program</u>. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used [to provide opportional assistance for economic development activities

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shell FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Walver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or preceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FCR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY ("FPL")

\$ am By:

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Name: Pamela Rauch

T-tie: VP, External Affairs & Economie Development

Date: 7-23-18

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1	Vame: NIKKI Manna
	ritle: <u>executive pirectur</u>
	Date: 04/05/18

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and **GREATER FORT LAUDERDALE ALLIANCE** a BROWARD COUNTY ECONOMIC DEVELOPMENT ORGANIZATION (hereinafter the "<u>Organization</u>"), is entered into as of the 1ST day of <u>March</u>, 2018______ (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Fifty Thousand Dollars (\$50,000) (the "<u>Economic</u> <u>Development Funds</u>") to the Organization to be used for the sole purpose of *Marketing and recruiting efforts to attract and to relocate headquarters of specific industry segments into the County* in connection with the Organization's *CEO Council Program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities; to assist state and/or local government in the design of strategic plans for economic development activities; and as support for marketing and research services.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA POWER & LIGHT COMPANY

By: M

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: <u>Le - 6 - 18</u>

GREATER FT. LAUDERDALE ALLIANCE

и By:/

Name: Bob Swindell

Title:_President and CEO_ Date: March 1, 2018

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power* & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and **The Greater Fort Lauderdale Chamber of** Commerce, a business and economic development entity (hereinafter the "<u>Organization</u>"), is entered into as of the <u>1</u> day of August, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Ten Thousand Four Hundred and Thirty Five Dollars (\$10,435.00)(the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Greater Ft. Lauderdale and Broward County region* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL")

Em Rauch By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: 8-24-18 

GREATER FT. LAUDERDALE CHAMBER
Name: Daniel H. Lm blabo
Title: <u>President</u>
Date: 8/7/18

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Business Development Board of Palm Beach County, a (hereinafter the "<u>Organization</u>"), is entered into as of the 21 day of August, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of twenty-five thousand Dollars (\$25,000.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FPL 000426 20180143-EI

FLORIDA POWER & LIGHT COMPANY

("FPL" By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

9 11 Date: _

Business Development Board of Palm Beach

County ("BDB of Palm Beagh Çou By: Name: Title: Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Sarasota Chamber of Commerce, a *STATE OF FLORIDA ORGANIZATION* (hereinafter the "<u>Organization</u>"), is entered into as of the 1st day of September, 2018_____ (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of Three Thousand, Five hundred dollars (\$3,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the purpose of *Economic Development in Sarasota Florida* in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORDA POWER & LIGHT COMPANY ("FPL") Bv:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: _____G -1) -18

Sarasota Chamber/98 Commerce ("Organization") By: Name: HEVIN COOPER Title: PEEDINEN Date: 10 SEP 70113

FPL 000428 20180143-EI

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and **Venice Chamber of Commerce**, a *STATE OF FLORIDA ORGANIZATION* (hereinafter the "<u>Organization</u>"), is entered into as of the 1st day of October, 2018____ (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of One Thousand, One hundred and twenty five dollars (\$1,125) (the "<u>Economic Development Funds</u>") to the Organization to be used for the purpose of *Economic Development in Venice Florida* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY	Venice Chamber of Commerce
("FPL")	("Organization")
By:	By: Jack Q
Name: Pamela Rauch	Name: KAthleen A. Lehner. Title: President - CEO
Title: <u>VP, External Affairs &amp; Economic Development</u>	Title: <u>President 2000</u>
Date: $9 - 17 - 18$	Date: <u>9-11-18</u>

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and DeSoto Chamber of Commerce, a *STATE OF FLORIDA ORGANIZATION* (hereinafter the "<u>Organization</u>"), is entered into as of the __1st day of August, 2018_(the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of One Thousand Dollars (\$1,000) (the "Economic <u>Development Funds</u>") to the Organization to be used for the purpose of *Economic Development in DeSoto County Florida* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignla, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY By:

Name: Pamela Rauch

Title: <u>VP. External Affairs & Economic Development</u> Date: 9 - 17 - 18

**DeSoto Chamber of Commerce** ("Organization"

By? Name: Title: Date

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Port Orange South Daytona Chamber of Commerce, a Florida Chamber (hereinafter the "<u>Organization</u>"), is entered into as of the 17th day of July, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Four-hundred Fifty Dollars (\$450.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in Northeast Florida* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development acitivities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FPL 000431 20180143-EI

FLORIDA POWER & LIGHT COMPANY

("FPL") 10 By:_

Nome: <u>Pamela Rauch</u>_____

Title: VP, External Affairs & Economic Development

8 Date:

Port Orange South Daytona Chamber of Commerce

("Organization") By: ₄ Concors Name: Title: Fresterr 7-18 7-Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Bradenton Area Economic Development Corporation, a Florida 501C6 (hereinafter the "<u>Organization</u>"), is entered into as of the 28th day of March, 2018, pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Five Thousand Dollars (\$7,300.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Bradenton Area* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY'IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

#### FLORIDA POWER & LIGHT COMPANY

("FPL")

Name: Pamela Rauch

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Title: <u>VP, External Affairs & Economic Development</u> Date:  $\gamma - (q - (\chi))$  Bradenton Area Economic Development Corporation

("Organization") Name: St naron resident + (FD) Title:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Coral Gables Chamber of Commerce, a Florida Chamber of Commerce (hereinafter the "Organization"), is entered into as of the 13 day of Johg, 20/8 (the "Effective Date"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two-Thousand, Seven-Hundred, Fifty Dollars (\$2,750) (the "Economic Development Funds") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL")

By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

7-23-18 Date:

CORAL GABLES CHAMBER OF COMMERCE ("Organization") By: Name: 2cTitle: 13 Date:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and *St. Johns County Chamber of Commerce* (hereinafter the "<u>Organization</u>"), is entered into as of the 18th day of April, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Two Thousand Dollars (\$2,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in St. Johns County* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

#### FLORIDA POWER & LIGHT COMPANY

("FPL") By:

Name: Pamela Rauch

 Title: VP, External Affairs & Economic Development

 Date;
 5 - 8 - 18

ST. JOHNS COUNTY CHAMBER OF COMMERCE ("Organization")

By: _____

Name: _<u>Isabelle Renault</u>____

Title: President Date:

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Chamber of Commerce of the Palm Beaches (hereinafter the "<u>Organization</u>"), is entered into as of the 1 day of March, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of two thousand three hundred Dollars (\$2,300.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL")

By:

Name: Pamela Rauch

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Title: VP, External Affairs & Economic Development

Date: 4-16-18

Chamber of Commerce of the Palm Beaches ("Organization") By: Module Name: Dennis Grady Title: <u>CEO</u> Date: <u>April 16, 2018</u>

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between **Florida Power & Light Company**, a Florida corporation (hereinafter "<u>FPL</u>") and Palm City Chamber of Commerce, a Florida corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 8th day of January, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment. FPL agrees to pay the total amount of three hundred eighty-five Dollars (\$385.00) (the</u> "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER'OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL") have MA By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

· .

4-24-18 Date:

[Palm City Chamber of Commerce] ("Organization")

By: <u>Andy Davin</u> Name: <u>CAROLY DAFT</u>

Title: Executive Olecator Date: 4-25-2018

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between Florida Power & Light Company, a Florida corporation (hereinafter "FPL") and Latin American Business Assoication, a Florida Chamber of Commerce (hereinafter the "Organization"), is entered into as of the stated herein.

1. Payment, FPL agrees to pay the total amount of Five Thousand Dollars (\$5,000) (the "Economic Development Funds") to the Organization to be used for the sole purpose of *Economic Development in* the Miami-Dade Region in connection with the Organization's membership program. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. Limitation of Liability. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. Publicity. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. Governing Law; Waiver. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT BITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

#### FLORIDA POWER & LIGHT COMPANY

### LATIN AMERICAN BUSINESS ASSOCIATION

("Organization")

("FPL")

By:

Name: Pamela Rauci

Name:

Title:	<u>VP. External</u>	<u>Affairs &amp;</u>	Economic	Development	Title:
Date: _	1/1/18			1/1/18	Dat <del>e</del> :
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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Greater Miami & the Beaches Hotel Association, a Florida Economic Development entity (hereinafter the "<u>Organization</u>"), is entered into as of the <u>15</u> day of <u>Maych</u>, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment</u>, FPL agrees to pay the total amount of One Thousand, Five Hundred Dollars (\$1,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL")

By:

Name: Pamela Rauch

Date:

Title: <u>VP, External Affairs & Economic Development</u>

HOTE	FER MIAMI L'ASSOCIAT	& THE B	EACHES	
("Organi	zation")	1	1	
By:	lend	EL	allore	, ×
Name:	Wende	Kall	ensis	5
Title:	Preside	ut &	CEO	
Date:	3.15.20	018		-

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THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Ormond Beach Chamber of Commerce, a Florida Chamber of Commerce (hereinafter the "<u>Organization</u>"), is entered into as of the 1st day of January, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Four-hundred twenty-five Dollars (\$425.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in Northeast Florida* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to assist state and/or local government in the design of strategic plans for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any EPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refind any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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FLORIDA ROWER & LIGHT COMPANY ("FPL") Cen By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

J Dale:

Ormond Beach Chamber of Commerce ("Organization")

By Name: Title: Date: _

FPL 000444 20180143-EI

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and **Miami-Dade Beacon Council, Inc.**, a Florida Economic Development entity (hereinafter the "<u>Organization</u>"), is entered into as of the <u>5</u> day of <u>Javvan</u>, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Twenty-five Thousand Dollars (\$25,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL")

Name: Pamela Rauch

Title: VP.	External Affairs & Economic Development
<u></u>	
	2-19-10
Date:	

MIAMI-DADE BEACON COUNCIL,

INC. ("Organization By: 110 Name:

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and the Putnam County Chamber of Commerce (hereinafter the "<u>Organization</u>"), is entered into as of the 23rd day of January, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of One Thousand Dollars (\$1,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Putnam County Economic Development Council* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

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FLORIDA POWER & LIGHT COMPANY

("FPL") By:

Name: Pamela Rauch

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Title: VP	, External Affairs & Economic Development
	1-30-18
Date:	1 00 10

Putnam County Chamber of Commerce ("Organization")

( Olguninanion )
By: Dana Gana
Name: Dana C Junes
Name: Jana Comes
Title: Prevident
Date: 123/18

FPL 000446 20180143-EI

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THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and **[Hispanic Chamber of Commerce of Palm Beach County]**, a **[Florida – not for profit]** (hereinafter the "<u>Organization</u>"), is entered into as of the <u>05</u> day of <u>February</u>, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of <u>five thousand</u> <u>Dollars</u> (\$ 5000.00 (the "Economic Development Funds") to the Organization to be used for the sole purpose of *Economic Development in the (Palm Beach County)* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used [to provide operational assistance for economic development activities] [*OR*] [to assist state and/or local government in the design of strategic plans for economic development activities] [*OR*] [as support for marketing and research services].

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FPL 000447 20180143-EI

FLORIDA POWER & LIGHT COMPANY

("FPL") By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

2-13-18 Date: ____

INSERT COMPLETE LEGAL NAME
("Hispanic Chamber of Commerce of PBC")
By: maria Antuna
Name: Maria Antuna
Title: <u><i>QEO</i></u>
Date: $\frac{02}{05}/18$

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and *Jacksonville Regional Chamber of Commerce*, a Florida Not for Profit Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 14th day of February, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of <u>Fifteen Thousand Dollars (\$15,000</u>) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Northeast Florida Region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY	Jacksonville Regional Chamber of Commerce ("Organization")
By: Acim Balle	Ву:
Name: Pamela CAUCH	Name: Derry Mallot
Title: VP, Euleined Affaires & Economic Dev	· Title: Executive Vice President
Date: <u>2:21-8</u>	Date: 2 15 2018

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and **South Florida Hispanic** Chamber of Commerce, a Florida Economic Development entity (hereinafter the "<u>Organization</u>"), is entered into as of the <u>16</u> day of <u>February</u>, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of One-Thousand, Five-Hundred Dollars (\$1,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program*. Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

1

FLORIDA POWER & LIGHT COMPANY ("FPL")

By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: : 2-21-18

SOUTH FLORIDA HISPANIC CHAMBER OF COMMERCE ("Organization")

By: opez Name: Liliam M

Title: President/CEO

Date: 2/16/18

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and *Greater North Miami Chamber of Commerce*, a Florida Chamber of Commerce (hereinafter the "<u>Organization</u>"), is entered into as of the <u>12</u> day of <u>Februar</u>, 20 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of One Thousand, Five-Hundred Dollars (\$1,500) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY
("FPL")
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BU TO MA FRANCO
by. <u>Aller Charge</u>

Name: Pamela Rauch

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Title: VP, External Affairs & Economic Development

Date: 2-21-18

GREATER NORTH MIAMI CHAMBER OF COMMERCE ("Organization") Name: Title: ( 2018

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and **Palm Beach North Chamber of Commerce**, a **Florida-based Chamber of Commerce** (hereinafter the "<u>Organization</u>"), is entered into as of the 9th day of February, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of two thousand five hundred fifty dollars (\$2,550) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Palm Beach North region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law; Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

FLORIDA POWER & LIGHT COMPANY ("FPL") L By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: 3-1-18

Palm Beach North Chamber of Commerce ("Organization")

By: Bur R.K.P. Name: BUAN R. Kigel
Name: BUSH R Kigel
Title: President : CEO
Date: 2/18/2018

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and **Pahokee Chamber of Commerce**, a **Florida-based Chamber of Commerce** (hereinafter the "<u>Organization</u>"), is entered into as of the 9th day of February, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of three hundred fifty (\$350) (the "Economic <u>Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Palm Beach County region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

4. <u>Performance</u>. FPL shall have the right to verify the Organization's performance of and compliance with the provisions of this Agreement. The Organization shall immediately refund any amounts determined by FPL to not have been used in accordance with the terms of this Agreement.

5. <u>Governing Law: Waiver</u>. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. All actions or proceedings relating to this Agreement will be brought solely in the state or federal courts located in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

1

FLORIDA POWER & LIGHT COMPANY ("FPL") By:

Name: Pamela Rauch

.

Title: <u>VP, External Affairs & Economic Development</u> Date: 3 - 1 - 18

Pahokee Chamber of Commerce
("Organization")
Byternetter
Name: RegINA Bohlen
Title: Executive Director
Date: $2 - 9 - 18$

2

# Hembership economic development Activity Agreement

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between Florida Power & Light Company, a Florida corporation (hereinafter "<u>FPL</u>") and *FLORIDA DELEGATION* – SOUTHEAST U.S. JAPAN ASSOCIATION INC], a [A FLORIDA NOT FOR PROFIT CORPORATION (501 C6) (hereinafter the "<u>Organization</u>"), is entered into as of the 18th day of December 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Ten Thousand Dollars (\$10,000) (the "<u>Economic</u> <u>Development Funds</u>") to the Organization to be used for the sole purpose of *the organization's primary exempt purpose of promoting Florida-Japan trade, investment, tourism and business ties in partnership with the public and private sector* in connection with the Organization's sustaining *membership program and activities such as the SEUS/Japan Annual Joint Meeting; Florida-Japan Summit; and other Florida-Japan related programs statewide and in Japan.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

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By:

#### FLORIDA POWER & LIGHT COMPANY

("FPL")

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Pruc By: m Name: Penela luivest PHARS-ECONIMIC Dev. Date:

FLORIDA DELEGATION - SOUTHEAST U.S. JAPAN ASSOCIATION INC ("Organization")

Name: <u>DAVE WOODWARD</u> Title: <u>EXECUTIVE DIRECTOR</u> Date: <u>DECEMBER 18, 2017</u>

# ECONOMIC DEVELOPMENT MEMBERSHIPAGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Utility Economic Development Association, a not-for-profit organization under 501(c)6 (hereinafter the "<u>Organization</u>"), is entered into as of the 11th day of January, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of sevenhundredfortyfive Dollars (\$ 745.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the continental United States of America* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide educational and networking assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

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#### FLORIDA POWER & LIGHT COMPANY

("FPL")

By: Camela Bauch Name: Pamela RAUCH

Title: WEXternel Affaires & Economic Dev.

Date: , 1-22-18

UTILITY ECONOMIC DEVELOPMENT ASSOCIATION ("Organization")

Christina Aquers

By:

Name: Christina Agnew

Title: Managing Director

Date: January 11, 2018

### ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "Agreement") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and TEAM VOLUSIA ECONOMIC DEVELOPMENT CORPORATION, a Florida Economic Development Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 31st day of January, 2018 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Ten-thousand Dollars (\$10,000) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in Northeast Florida* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

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> FPL 000460 20180143-EI

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

2

FLORIDA POWER & LIGHT COMPANY

("'FPL") By:

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

TeamVolusia Economic Development
Corporation
("Organization")
By: Keith 9- Mordes
Name: KEITH A. NORDEN
Title: President + CEÖ
Date: JANUARY 23, 2018

FPL 000461 20180143-EI

#### ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT

THIS ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Central Palm Beach County Chamber of Commerce, a Florida Non Profit (Tax Exempt) Corporation (hereinafter the "<u>Organization</u>"), is entered into as of the 29 day of December, 2017 (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of three thousand five hundred dollars (\$3,500.00) (the "<u>Economic Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Palm Beach County region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

3. <u>Publicity</u>. The Organization agrees to submit to FPL for its written approval all promotional and advertising material that uses any FPL name, initials, insignia, seal, or logotype prior to publication. All use of any such information shall be subject to FPL's then-applicable guidelines for proper use.

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IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

# FLORIDA POWER & LIGHT COMPANY

("FPL")

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mf 1109 • By:

Name: Pamela Rauch Title: VP, External Affairs & Economic Development Date: l - g - T **CENTRAL PALM BEACH COUNTY CHAMBER OF COMMERCE** ("Organization")

d OTful By: Name: Carol O'Neil

Name: Carol O'Neil Title: Finance Manager Date: 12/29/2017

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#### ECONOMIC DEVELOPMENT MEMBERSHIP AGREEMENT

THIS ECONOMIC DEVELOPMENT ACTIVITY AGREEMENT (the "<u>Agreement</u>") by and between *Florida Power & Light Company*, a Florida corporation (hereinafter "<u>FPL</u>") and Miami Beach Chamber of Commerce, a Florida Economic Development entity (hereinafter the "<u>Organization</u>"), is entered into as of the <u>4</u> day of <u>January</u>, 20 <u>K</u> (the "<u>Effective Date</u>"), pursuant to the terms and conditions stated herein.

1. <u>Payment.</u> FPL agrees to pay the total amount of Ten Thousand Dollars (\$10,000) (the "Economic <u>Development Funds</u>") to the Organization to be used for the sole purpose of *Economic Development in the Miami-Dade Region* in connection with the Organization's *membership program.* Each party acknowledges that that FPL is entering into this Agreement based upon the understanding that the Economic Development Funds are reasonable economic development expenses pursuant to Rule 25-6.0426 of the Florida Public Service Commission and in accordance with the terms contained in this Agreement and that the Economic Development Funds will be used to provide operational assistance for economic development activities.

2. <u>Limitation of Liability</u>. Payment of the Economic Development Funds shall be FPL's sole obligation and liability, and the Organization's sole remedy, in connection with this Agreement. In no event shall FPL or any of its affiliates be liable for indirect, incidental or consequential damages in connection with this Agreement.

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IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY ("FPL")

M By

Name: Pamela Rauch

Title: VP, External Affairs & Economic Development

Date: 1 - 22

MIAMI BEACH CHAMBER OF COMMERCE ("Organization")

Name: Jenny LiBBir

Title: <u>flest OenT + CEO</u> Date: 1/1/14

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**C. Shane Boyett** Regulatory and Cost Recovery Manager

One Energy Place Pensacola, FL 32520-0780 850 444 6209 tel 850 444 6026 fax csboyett@southernco.com

October 8, 2018

Ms. Patricia A. Christensen Associate Public Counsel Office of Public Counsel c/o The Florida Legislature 111 West Madison Street, Room 812 Tallahassee, FL 32399-1400

Re: Docket No. 20180143-EI

Dear Ms. Christensen:

Attached are Gulf Power Company's responses to Citizens' First Request to Produce Documents (Nos. 1-2) and Citizens' First Set of Interrogatories (Nos. 1-7) in the above-referenced docket.

Sincerely,

C. Share Boyet

C. Shane Boyett Regulatory and Cost Recovery Manager

md

Attachments

cc: Gulf Power Company Jeffrey A. Stone, Esq., General Counsel Beggs & Lane Russell Badders, Esq.

# BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to initiate rulemaking to revise and amend portions of Rule 25-6.0426, F.A.C., by Florida Power & Light Company, Gulf Power Company, and Tampa Electric Company

Docket No. 20180143-EI

GULF POWER COMPANY'S RESPONSES TO CITIZENS' FIRST REQUEST TO PRODUCE DOCUMENTS (NOS. 1-2) AND CITIZENS' FIRST SET OF INTERROGATORIES (NOS. 1-7)

GULF POWER COMPANY ("Gulf Power", "Gulf", or "the Company"), by and

through its undersigned counsel, hereby submits the Company's responses to Citizens'

First Request to Produce Documents (Nos. 1-2) and Citizens' First Set of Interrogatories

(Nos. 1-7) on the following pages.

Respectfully submitted by electronic mail the 8th day of October, 2018.

RUSSELL A. BADDERS

RUSSELL A. BADDERS Florida Bar No. 007455 STEVEN R. GRIFFIN Florida Bar No. 0627569 BEGGS & LANE P. O. Box 12950 Pensacola FL 32591-2950 (850) 432-2451 Attorneys for Gulf Power Company

Citizens' First Request to Produce Documents GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 1 Page 1 of 1

1. Please provide all written agreements entered into in 2016, 2017 and 2018 as required by 25-6.0426(7), F.A.C.

## ANSWER:

Written agreements executed in 2018 and invoices reflecting financial support provided by Gulf Power in 2016, 2017 and 2018 are included in the file titled Gulf ED Agreements.pdf and bates numbered 20180143_OPC_POD_1_1 through 20180143_OPC_POD_1_140. Gulf has not been able to locate copies of formal written agreements from 2016 or 2017 in its files. However, the agreements executed in 2018 clearly reaffirm the parties' prior agreement and understanding that all financial support provided by Gulf Power to economic development organizations has been utilized for purposes consistent with Rule 25-6.0426, F.A.C.

Citizens' First Request to Produce Documents GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 2 Page 1 of 1

2. Please provide an excel spreadsheet showing, by year 2016, 2017, and 2018, the monies spent for each rule subsection of 26-6.0426(7)(a)1. through 8., (b)1. through 2. and (c)1. through 11.

#### ANSWER:

See excel file labeled OPC POD 2.xlsx which summarizes the annual amounts by category of expense for 2016, 2017 and 2018 (year-to-date through July) associated with Gulf's economic develop efforts.

Citizens' First Set of Interrogatories GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 1 Page 1 of 1

1. What economic development programs does the Company's offer now?

## ANSWER:

Gulf Power's economic development initiatives are wide ranging and continually evolving. Presently, Gulf supports the following initiatives:

- 1. Site Location Consultant Engagement
- 2. Geographical Trade Missions
- 3. Trade Show Participation
- 4. Business Lead Generation
- 5. State Level Engagement
- 6. Request for Information Assistance
- 7. Site Tour Coordination
- 8. Product Development
- 9. Commercial Development
- 10. Regional Strategy Development
- 11. Marketing and Promotion
- 12. Business Retention and Expansion
- 13. Economic Symposium
- 14. Quarterly Newsletter
- 15. Targeted Industry Workforce Development
- 16. Business Incentive Riders

Citizens' First Set of Interrogatories GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 2 Page 1 of 3

2. Please explain the details of the economic development programs currently offered The Company?

#### ANSWER:

Site Location Consultant Engagement – Gulf Power engages directly with site location consultants in an effort to influence the location and expansion of large companies in the Northwest Florida region. This includes annual geographic missions to specific markets across the country where consultants have a large presence and maintain offices. Gulf also engages with site consultants at national conferences and other industry events. These efforts serve to educate site consultants regarding the region and the opportunities Northwest Florida can offer for their clients.

Geographical Trade Missions – Gulf Power coordinates direct contact on behalf of the region with companies considering relocation or expansion by organizing trips to visit targeted companies and by visiting areas of the country with challenging business climates. These visits have resulted in many substantive leads for our region.

Trade Show Participation – Gulf Power recruits companies that are compatible with our region by attending trade shows associated with targeted industries. These targeted industries include aerospace aviation, advanced manufacturing, cybersecurity/IT, distribution/logistics, financial/shared services and transportation manufacturing.

Business Lead Generation – Gulf Power utilizes a third-party consultant to identify targeted companies to recruit to Northwest Florida. This consulting firm supplies Gulf Power with 25 targeted business leads per month. The firm has a proven track record of providing a substantial number of leads that have resulted in active economic development projects over a three-year period.

State Level Engagement – Gulf Power recognizes that business recruitment is a collaborative effort and as a result, engages with various partners at the state level. Company leadership holds positions on both the Enterprise Florida board and with the Florida Chamber of Commerce. In addition, Gulf's economic development team participates in the Team Florida national recruitment activities. The Company also works regularly with Enterprise Florida leadership and project managers.

Citizens' First Set of Interrogatories GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 2 Page 2 of 3

Request for Information Assistance – Gulf Power often takes the lead on responding to requests for information that come from prospective companies or site location consultants to our communities. Many of our smaller and rural communities do not have the resources to adequately compete at a national level; therefore, Gulf Power plays a vital role in assisting these communities with these services.

Site Tour Coordination – Gulf Power often takes the lead on behalf of the region in coordinating industry visits to Northwest Florida.

Product Development – Gulf Power helps ensure that there are sites within the region that are suitable for industrial development and that are appealing to prospective companies and site location consultants. Gulf Power has implemented a site certification program that greatly enhances a property's preparedness for development and thus reduces concerns and costs for prospective companies. This program was the first certified site program introduced in Florida.

Commercial Development – Recognizing that much of the Company's service area covers town centers, Gulf Power facilitates a commercial development program through consultant NextSite 360. NextSite helps communities prepare corridors and retail space for growth opportunities. NextSite also promotes these communities to large retailers and represents them at major conferences.

Regional Strategy Development – Gulf Power has a history of being a facilitator of economic development strategy. Gulf Power recently helped facilitate the development of a regional growth strategy for Northwest Florida. Gulf Power partnered with Florida's great Northwest and the University of West Florida to obtain an Economic Development Administration (EDA) grant to fund a significant portion of the strategy. The strategy included input from over 640 business leaders and partners in Northwest Florida. This strategy serves as a blueprint for transformational economic change for Northwest Florida.

Marketing and Promotion – Gulf Power works with regional governments and economic development organizations to identify avenues and venues for marketing the region to business and industry. The Company assists with advertising expenses and campaign expenses for trade shows, magazines and local economic development marketing collateral to promote business development and growth in Northwest Florida.

Citizens' First Set of Interrogatories GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 2 Page 3 of 3

Business Retention & Expansion – Gulf Power recognizes the importance of maintaining and identifying growth opportunities through existing industry. As a result, Gulf Power coordinates existing industry visits with established customers and business throughout Northwest Florida in partnership with our local economic development partners. Through these visits, Gulf and its economic development partners gather information on challenges, opportunities, and trends facing existing industry in the region. This information, in turn, assists the parties in developing strategies for the retention and potential expansion of these existing businesses. All of the information that is collected is stored in a contact management system for the benefit of the region to help ensure proper tracking and monitoring of this process.

Economic Symposium – Gulf Power annually convenes over 600 community and economic development partners to learn about and discuss national, state, and regional economic trends and to provide an opportunity to collaborate on methods to implement activities in the region to capitalize on information and lessons learned.

Quarterly Newsletter – Gulf Power develops and sends a quarterly newsletter to more than 2000 regional partners and stakeholders. This newsletter serves as the only regional community and economic development-focused newsletter and provides learning and collaboration opportunities throughout the region.

Targeted Industry Workforce Development – Gulf Power serves as the regional lead and support organization for the creation and management of external talent development partnerships to grow talent for key target infrastructure industry occupations. Gulf Power works closely with economic development organizations, school districts, post-secondary education institutions, industry associations (Central Gulf Industrial Alliance, Northwest Florida Manufacturers Council), and CareerSource throughout region. Key programming includes National Center for Construction Education and Research (NCCER) industrial skills programming (at 27 schools throughout region); STEM programming such as BEST Robotics, cyber programming, and regional middle and high school manufacturing academies.

Business Incentive Riders – Gulf Power offers a range of Business Incentive Riders for qualifying customers adding incremental load of 200 kW and above and associated employment requirements. Additionally, there are capital investment requirements for customers qualifying for the largest riders.

Citizens' First Set of Interrogatories GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 3 Page 1 of 2

3. How much economic development money is spent for the Company's current economic development programs, how many participants are in each program, how many jobs have been added by these new customers, and what is the annual revenues for each economic development participant customer for 2016, 2017, and 2018 to date.

## ANSWER:

Gulf Power's total expenditures for its economic development initiatives total \$1,001,867 in 2016, \$1,243,557 in 2017, and \$684,062 as of July 2018*. The charts below reflect annual announcements of business expansions and creations and anticipated numbers of jobs associated with each project. These projects are in various stages of development and anticipated load for some is still unknown. For projects currently online, annual revenues are approximately \$300,000. For projects under development with identified load, annual revenues are anticipated to be over \$4.2 million once operational.

*Expenditures for 2016, 2017, and 2018 represent 95% of total system Economic Development expenses for the Company.

Company Name	City	New/ Expansion	Jobs
ST Engineering - Expansion	Pensacola	Expansion	100
Jansen	Lynn Haven	Expansion	42
Eastern Shipbuilding – Coast Guard	Panama City	Expansion	1000
Raytheon	Pensacola	New	100
Torch Technologies	Okaloosa County	New	170
Gulf Cable – Phase 2	Santa Rosa County	Expansion	20
Transcore	Bonifay	New	25
Paradigm Plastics	Bonifay	New	50
Props Craft Brewery	Ft. Walton Beach	New	11
Jupiter Composites – Project 2	Pensacola	Expansion	50
Capehorn Boats	Santa Rosa County	Expansion	10
Jellyfish Health	Panama City	Expansion	100

# <u>Year 2016</u>

Citizens' First Set of Interrogatories GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 3 Page 2 of 2

# Year 2017

Company Name	City	New/ Expansion	Jobs
GKN Aerospace	Panama City	New	170
Catalyst Fabrics	Marianna	New	150
Redline Engineering	Pensacola	New	10
Gulf Cable – Phase 3	Santa Rosa	Expansion	75
JCK Enterprises	Santa Rosa	New	10
IRIS	Pensacola	Expansion	30
Trane	Panama City	Expansion	250
Coca-Cola Bottling	Valparaiso	Expansion	80
Tyndall MQ-9 Reaper	Panama City	Expansion	1,600
VetFed Resources	Pensacola	New	20

# <u>Year 2018</u>

Company Name	City	New/ Expansion	Jobs
Allegiant Air	Destin	New	65
Superior Granite	Pensacola	New	26
Air Temp	Panama City	New	50
Berg Steel	Panama City	Expansion	140
Revint Solutions	Panama City	New	150
Advanced Composites Materials	Panama City	New	105
Beast Code	Fort Walton Beach	New	40

Citizens' First Set of Interrogatories GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 4 Page 1 of 1

4. What percentage of the Company's gross annual income was \$3 million in 1995?

ANSWER:

In 1995, Gulf Power's gross operating revenues were \$619 million. \$3 million as a percentage to the 1995 gross operating revenues is 0.48%.

Citizens' First Set of Interrogatories GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 5 Page 1 of 1

- 5. Please provide the dollar amounts based on gross annual income associated with the following percentages:
  - a) 0.175% in 2020;
  - b) 0.2% in 2021;
  - c) 0.225% in 2022; and
  - d) 0.25 in 2023.

# ANSWER:

The following represents the respective percentages of projected gross annual revenues for years 2020-2023:

- a) \$2.7 million
- b) \$3.2 million
- c) \$3.6 million
- d) \$3.8 million

Citizens' First Set of Interrogatories GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 6 Page 1 of 1

6. For 2016, 2017, and 2018 to date, what is the percentage of shareholder contribution for economic development under the current rule for the Company?

## ANSWER:

For 2016, 2017 and 2018 to date, the percentage of shareholder contribution for economic development under the current rule is 5%.

Citizens' First Set of Interrogatories GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 7 Page 1 of 1

7. Please provide the dollar amount of economic development expenses approved in the Company's last rate case. Please also include the order number that approved the economic development expense.

ANSWER:

In Gulf's most recent litigated base rate case, economic development expenses of \$992,851 were approved in Order PSC-12-0179-F0F-EI.

Stipulation and settlement agreements in 2013 and 2017 resolved Gulf's subsequent base rate proceedings and were approved in Order PSC-13-0670-S-EI and Order PSC-17-0178-S-EI, respectively. Economic development expenses were projected to be \$1,198,648 in the 2014 Test Year and \$1,186,427 in the 2017 Test Year.

#### AFFIDAVIT

STATE OF FLORIDA COUNTY OF ESCAMBIA Docket No. 20180143-EI

Before me the undersigned authority, personally appeared Tracy G. Clark, Assistant Corporate Secretary of Gulf Power Company, and who on behalf of said corporation, being first duly sworn, deposes, and says that pursuant to Rule 1.340(a), Florida Rules of Civil Procedure, she verifies that the foregoing answers to the interrogatories are submitted on behalf of said corporation, and that the foregoing constitute true and correct answers to the best of her knowledge, information, and belief based on the information provided by others in the course of business. She is personally known to me.

WYM. Clave

Tracy G. Cla

Sworn to and subscribed before me this  $\Delta^{+}$ day of () Otober 2018.

Notary Public, State of Florida at Large



MY COMMISSION # FF 912698 EXPIRES: December 17, 2019 Bonded Thru Budget Notary Services

#### BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Petition to initiate rulemaking to revise and ) amend portions of Rule 25-6.0426, F.A.C., by ) Florida Power & Light Company, Gulf Power ) Company, and Tampa Electric Company )

Docket No.: 20180143-EI

#### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by electronic mail this 8th day of October, 2018 to the following:

Office of Public Counsel J. R. Kelly Patricia A. Christensen Public Counsel c/o The Florida Legislature 111 W. Madison Street, Room 812 Tallahassee, FL 32399-1400 kelly.jr@leg.state.fl.us christensen.patty@leg.state.fl.us Office of the General Counsel Rosanne Gervasi 2540 Shumard Oak Blvd Tallahassee, FL 32399-0850 <u>RGervasi@PSC.STATE.FL.US</u>

Florida Power & Light Company Kenneth Hoffman 215 South Monroe Street, Suite 810 Tallahassee, FL 32301-1858 Ken.Hoffman@fpl.com

Florida Power & Light Company James S. King 700 Universe Boulevard Juno Beach, FL 33408 James.King@fpl.com Ausley Law Firm James D. Beasley J. Jeffry Wahlen Post Office Box 391 Tallahassee, FL 32302 ibeasley@ausley.com iwahlen@ausley.com

Tampa Electric Company Ms. Paula K. Brown, Manager Regulatory Coordination P. O. Box 111 Tampa, FL 33601-0111 <u>Regdept@teccenergy.com</u>

Joint Administrative Procedures Committee Ken Plante, Coordinator 680 Pepper Building 111 W. Madison Street Tallahassee, FL 32399 Joint.admin.procedures@leg.state.fl.us

RUSSELL A. BADDERS

RUSSELL A. BADDERS Florida Bar No. 007455 rab@beggslane.com STEVEN R. GRIFFIN Florida Bar No. 0627569 srg@beggslane.com Beggs & Lane P. O. Box 12950 Pensacola FL 32591-2950 (850) 432-2451 Attorneys for Gulf Power



**C. Shane Boyett** Regulatory and Cost Recovery Manager

One Energy Place Pensacola, FL 32520-0780 850 444 6209 tel 850 444 6026 fax csboyett@southernco.com

October 8, 2018

Ms. Patricia A. Christensen Associate Public Counsel Office of Public Counsel c/o The Florida Legislature 111 West Madison Street, Room 812 Tallahassee, FL 32399-1400

Re: Docket No. 20180143-EI

Dear Ms. Christensen:

Attached are Gulf Power Company's responses to Citizens' First Request to Produce Documents (Nos. 1-2) and Citizens' First Set of Interrogatories (Nos. 1-7) in the above-referenced docket.

Sincerely,

C. Share Boyet

C. Shane Boyett Regulatory and Cost Recovery Manager

md

Attachments

cc: Gulf Power Company Jeffrey A. Stone, Esq., General Counsel Beggs & Lane Russell Badders, Esq.

# BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to initiate rulemaking to revise and amend portions of Rule 25-6.0426, F.A.C., by Florida Power & Light Company, Gulf Power Company, and Tampa Electric Company

Docket No. 20180143-EI

GULF POWER COMPANY'S RESPONSES TO CITIZENS' FIRST REQUEST TO PRODUCE DOCUMENTS (NOS. 1-2) AND CITIZENS' FIRST SET OF INTERROGATORIES (NOS. 1-7)

GULF POWER COMPANY ("Gulf Power", "Gulf", or "the Company"), by and

through its undersigned counsel, hereby submits the Company's responses to Citizens'

First Request to Produce Documents (Nos. 1-2) and Citizens' First Set of Interrogatories

(Nos. 1-7) on the following pages.

Respectfully submitted by electronic mail the 8th day of October, 2018.

RUSSELL A. BADDERS

RUSSELL A. BADDERS Florida Bar No. 007455 STEVEN R. GRIFFIN Florida Bar No. 0627569 BEGGS & LANE P. O. Box 12950 Pensacola FL 32591-2950 (850) 432-2451 Attorneys for Gulf Power Company

Citizens' First Request to Produce Documents GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 1 Page 1 of 1

1. Please provide all written agreements entered into in 2016, 2017 and 2018 as required by 25-6.0426(7), F.A.C.

## ANSWER:

Written agreements executed in 2018 and invoices reflecting financial support provided by Gulf Power in 2016, 2017 and 2018 are included in the file titled Gulf ED Agreements.pdf and bates numbered 20180143_OPC_POD_1_1 through 20180143_OPC_POD_1_140. Gulf has not been able to locate copies of formal written agreements from 2016 or 2017 in its files. However, the agreements executed in 2018 clearly reaffirm the parties' prior agreement and understanding that all financial support provided by Gulf Power to economic development organizations has been utilized for purposes consistent with Rule 25-6.0426, F.A.C.

Citizens' First Request to Produce Documents GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 2 Page 1 of 1

2. Please provide an excel spreadsheet showing, by year 2016, 2017, and 2018, the monies spent for each rule subsection of 26-6.0426(7)(a)1. through 8., (b)1. through 2. and (c)1. through 11.

#### ANSWER:

See excel file labeled OPC POD 2.xlsx which summarizes the annual amounts by category of expense for 2016, 2017 and 2018 (year-to-date through July) associated with Gulf's economic develop efforts.

Citizens' First Set of Interrogatories GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 1 Page 1 of 1

1. What economic development programs does the Company's offer now?

## ANSWER:

Gulf Power's economic development initiatives are wide ranging and continually evolving. Presently, Gulf supports the following initiatives:

- 1. Site Location Consultant Engagement
- 2. Geographical Trade Missions
- 3. Trade Show Participation
- 4. Business Lead Generation
- 5. State Level Engagement
- 6. Request for Information Assistance
- 7. Site Tour Coordination
- 8. Product Development
- 9. Commercial Development
- 10. Regional Strategy Development
- 11. Marketing and Promotion
- 12. Business Retention and Expansion
- 13. Economic Symposium
- 14. Quarterly Newsletter
- 15. Targeted Industry Workforce Development
- 16. Business Incentive Riders

Citizens' First Set of Interrogatories GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 2 Page 1 of 3

2. Please explain the details of the economic development programs currently offered The Company?

#### ANSWER:

Site Location Consultant Engagement – Gulf Power engages directly with site location consultants in an effort to influence the location and expansion of large companies in the Northwest Florida region. This includes annual geographic missions to specific markets across the country where consultants have a large presence and maintain offices. Gulf also engages with site consultants at national conferences and other industry events. These efforts serve to educate site consultants regarding the region and the opportunities Northwest Florida can offer for their clients.

Geographical Trade Missions – Gulf Power coordinates direct contact on behalf of the region with companies considering relocation or expansion by organizing trips to visit targeted companies and by visiting areas of the country with challenging business climates. These visits have resulted in many substantive leads for our region.

Trade Show Participation – Gulf Power recruits companies that are compatible with our region by attending trade shows associated with targeted industries. These targeted industries include aerospace aviation, advanced manufacturing, cybersecurity/IT, distribution/logistics, financial/shared services and transportation manufacturing.

Business Lead Generation – Gulf Power utilizes a third-party consultant to identify targeted companies to recruit to Northwest Florida. This consulting firm supplies Gulf Power with 25 targeted business leads per month. The firm has a proven track record of providing a substantial number of leads that have resulted in active economic development projects over a three-year period.

State Level Engagement – Gulf Power recognizes that business recruitment is a collaborative effort and as a result, engages with various partners at the state level. Company leadership holds positions on both the Enterprise Florida board and with the Florida Chamber of Commerce. In addition, Gulf's economic development team participates in the Team Florida national recruitment activities. The Company also works regularly with Enterprise Florida leadership and project managers.

Citizens' First Set of Interrogatories GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 2 Page 2 of 3

Request for Information Assistance – Gulf Power often takes the lead on responding to requests for information that come from prospective companies or site location consultants to our communities. Many of our smaller and rural communities do not have the resources to adequately compete at a national level; therefore, Gulf Power plays a vital role in assisting these communities with these services.

Site Tour Coordination – Gulf Power often takes the lead on behalf of the region in coordinating industry visits to Northwest Florida.

Product Development – Gulf Power helps ensure that there are sites within the region that are suitable for industrial development and that are appealing to prospective companies and site location consultants. Gulf Power has implemented a site certification program that greatly enhances a property's preparedness for development and thus reduces concerns and costs for prospective companies. This program was the first certified site program introduced in Florida.

Commercial Development – Recognizing that much of the Company's service area covers town centers, Gulf Power facilitates a commercial development program through consultant NextSite 360. NextSite helps communities prepare corridors and retail space for growth opportunities. NextSite also promotes these communities to large retailers and represents them at major conferences.

Regional Strategy Development – Gulf Power has a history of being a facilitator of economic development strategy. Gulf Power recently helped facilitate the development of a regional growth strategy for Northwest Florida. Gulf Power partnered with Florida's great Northwest and the University of West Florida to obtain an Economic Development Administration (EDA) grant to fund a significant portion of the strategy. The strategy included input from over 640 business leaders and partners in Northwest Florida. This strategy serves as a blueprint for transformational economic change for Northwest Florida.

Marketing and Promotion – Gulf Power works with regional governments and economic development organizations to identify avenues and venues for marketing the region to business and industry. The Company assists with advertising expenses and campaign expenses for trade shows, magazines and local economic development marketing collateral to promote business development and growth in Northwest Florida.

Citizens' First Set of Interrogatories GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 2 Page 3 of 3

Business Retention & Expansion – Gulf Power recognizes the importance of maintaining and identifying growth opportunities through existing industry. As a result, Gulf Power coordinates existing industry visits with established customers and business throughout Northwest Florida in partnership with our local economic development partners. Through these visits, Gulf and its economic development partners gather information on challenges, opportunities, and trends facing existing industry in the region. This information, in turn, assists the parties in developing strategies for the retention and potential expansion of these existing businesses. All of the information that is collected is stored in a contact management system for the benefit of the region to help ensure proper tracking and monitoring of this process.

Economic Symposium – Gulf Power annually convenes over 600 community and economic development partners to learn about and discuss national, state, and regional economic trends and to provide an opportunity to collaborate on methods to implement activities in the region to capitalize on information and lessons learned.

Quarterly Newsletter – Gulf Power develops and sends a quarterly newsletter to more than 2000 regional partners and stakeholders. This newsletter serves as the only regional community and economic development-focused newsletter and provides learning and collaboration opportunities throughout the region.

Targeted Industry Workforce Development – Gulf Power serves as the regional lead and support organization for the creation and management of external talent development partnerships to grow talent for key target infrastructure industry occupations. Gulf Power works closely with economic development organizations, school districts, post-secondary education institutions, industry associations (Central Gulf Industrial Alliance, Northwest Florida Manufacturers Council), and CareerSource throughout region. Key programming includes National Center for Construction Education and Research (NCCER) industrial skills programming (at 27 schools throughout region); STEM programming such as BEST Robotics, cyber programming, and regional middle and high school manufacturing academies.

Business Incentive Riders – Gulf Power offers a range of Business Incentive Riders for qualifying customers adding incremental load of 200 kW and above and associated employment requirements. Additionally, there are capital investment requirements for customers qualifying for the largest riders.

Citizens' First Set of Interrogatories GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 3 Page 1 of 2

3. How much economic development money is spent for the Company's current economic development programs, how many participants are in each program, how many jobs have been added by these new customers, and what is the annual revenues for each economic development participant customer for 2016, 2017, and 2018 to date.

## ANSWER:

Gulf Power's total expenditures for its economic development initiatives total \$1,001,867 in 2016, \$1,243,557 in 2017, and \$684,062 as of July 2018*. The charts below reflect annual announcements of business expansions and creations and anticipated numbers of jobs associated with each project. These projects are in various stages of development and anticipated load for some is still unknown. For projects currently online, annual revenues are approximately \$300,000. For projects under development with identified load, annual revenues are anticipated to be over \$4.2 million once operational.

*Expenditures for 2016, 2017, and 2018 represent 95% of total system Economic Development expenses for the Company.

Company Name	City	New/ Expansion	Jobs
ST Engineering - Expansion	Pensacola	Expansion	100
Jansen	Lynn Haven	Expansion	42
Eastern Shipbuilding – Coast Guard	Panama City	Expansion	1000
Raytheon	Pensacola	New	100
Torch Technologies	Okaloosa County	New	170
Gulf Cable – Phase 2	Santa Rosa County	Expansion	20
Transcore	Bonifay	New	25
Paradigm Plastics	Bonifay	New	50
Props Craft Brewery	Ft. Walton Beach	New	11
Jupiter Composites – Project 2	Pensacola	Expansion	50
Capehorn Boats	Santa Rosa County	Expansion	10
Jellyfish Health	Panama City	Expansion	100

# <u>Year 2016</u>

Citizens' First Set of Interrogatories GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 3 Page 2 of 2

# Year 2017

Company Name	City	New/ Expansion	Jobs
GKN Aerospace	Panama City	New	170
Catalyst Fabrics	Marianna	New	150
Redline Engineering	Pensacola	New	10
Gulf Cable – Phase 3	Santa Rosa	Expansion	75
JCK Enterprises	Santa Rosa	New	10
IRIS	Pensacola	Expansion	30
Trane	Panama City	Expansion	250
Coca-Cola Bottling	Valparaiso	Expansion	80
Tyndall MQ-9 Reaper	Panama City	Expansion	1,600
VetFed Resources	Pensacola	New	20

# <u>Year 2018</u>

Company Name	City	New/ Expansion	Jobs
Allegiant Air	Destin	New	65
Superior Granite	Pensacola	New	26
Air Temp	Panama City	New	50
Berg Steel	Panama City	Expansion	140
Revint Solutions	Panama City	New	150
Advanced Composites Materials	Panama City	New	105
Beast Code	Fort Walton Beach	New	40

Citizens' First Set of Interrogatories GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 4 Page 1 of 1

4. What percentage of the Company's gross annual income was \$3 million in 1995?

ANSWER:

In 1995, Gulf Power's gross operating revenues were \$619 million. \$3 million as a percentage to the 1995 gross operating revenues is 0.48%.

Citizens' First Set of Interrogatories GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 5 Page 1 of 1

- 5. Please provide the dollar amounts based on gross annual income associated with the following percentages:
  - a) 0.175% in 2020;
  - b) 0.2% in 2021;
  - c) 0.225% in 2022; and
  - d) 0.25 in 2023.

# ANSWER:

The following represents the respective percentages of projected gross annual revenues for years 2020-2023:

- a) \$2.7 million
- b) \$3.2 million
- c) \$3.6 million
- d) \$3.8 million

Citizens' First Set of Interrogatories GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 6 Page 1 of 1

6. For 2016, 2017, and 2018 to date, what is the percentage of shareholder contribution for economic development under the current rule for the Company?

## ANSWER:

For 2016, 2017 and 2018 to date, the percentage of shareholder contribution for economic development under the current rule is 5%.

Citizens' First Set of Interrogatories GULF POWER COMPANY Docket No. 20180143-EI October 8, 2018 Item No. 7 Page 1 of 1

7. Please provide the dollar amount of economic development expenses approved in the Company's last rate case. Please also include the order number that approved the economic development expense.

ANSWER:

In Gulf's most recent litigated base rate case, economic development expenses of \$992,851 were approved in Order PSC-12-0179-F0F-EI.

Stipulation and settlement agreements in 2013 and 2017 resolved Gulf's subsequent base rate proceedings and were approved in Order PSC-13-0670-S-EI and Order PSC-17-0178-S-EI, respectively. Economic development expenses were projected to be \$1,198,648 in the 2014 Test Year and \$1,186,427 in the 2017 Test Year.

## AFFIDAVIT

STATE OF FLORIDA COUNTY OF ESCAMBIA Docket No. 20180143-EI

Before me the undersigned authority, personally appeared Tracy G. Clark, Assistant Corporate Secretary of Gulf Power Company, and who on behalf of said corporation, being first duly sworn, deposes, and says that pursuant to Rule 1.340(a), Florida Rules of Civil Procedure, she verifies that the foregoing answers to the interrogatories are submitted on behalf of said corporation, and that the foregoing constitute true and correct answers to the best of her knowledge, information, and belief based on the information provided by others in the course of business. She is personally known to me.

WYM. Clave

Tracy G. Cla

Sworn to and subscribed before me this  $\Delta^{+}$ day of () Otober 2018.

Notary Public, State of Florida at Large



MY COMMISSION # FF 912698 EXPIRES: December 17, 2019 Bonded Thru Budget Notary Services

## BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Petition to initiate rulemaking to revise and ) amend portions of Rule 25-6.0426, F.A.C., by ) Florida Power & Light Company, Gulf Power ) Company, and Tampa Electric Company )

Docket No.: 20180143-EI

#### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by electronic mail this 8th day of October, 2018 to the following:

Office of Public Counsel J. R. Kelly Patricia A. Christensen Public Counsel c/o The Florida Legislature 111 W. Madison Street, Room 812 Tallahassee, FL 32399-1400 kelly.jr@leg.state.fl.us christensen.patty@leg.state.fl.us Office of the General Counsel Rosanne Gervasi 2540 Shumard Oak Blvd Tallahassee, FL 32399-0850 RGervasi@PSC.STATE.FL.US

Florida Power & Light Company Kenneth Hoffman 215 South Monroe Street, Suite 810 Tallahassee, FL 32301-1858 Ken.Hoffman@fpl.com

Florida Power & Light Company James S. King 700 Universe Boulevard Juno Beach, FL 33408 James.King@fpl.com Ausley Law Firm James D. Beasley J. Jeffry Wahlen Post Office Box 391 Tallahassee, FL 32302 ibeasley@ausley.com iwahlen@ausley.com

Tampa Electric Company Ms. Paula K. Brown, Manager Regulatory Coordination P. O. Box 111 Tampa, FL 33601-0111 <u>Regdept@teccenergy.com</u>

Joint Administrative Procedures Committee Ken Plante, Coordinator 680 Pepper Building 111 W. Madison Street Tallahassee, FL 32399 Joint.admin.procedures@leg.state.fl.us

RUSSELL A. BADDERS

RUSSELL A. BADDERS Florida Bar No. 007455 rab@beggslane.com STEVEN R. GRIFFIN Florida Bar No. 0627569 srg@beggslane.com Beggs & Lane P. O. Box 12950 Pensacola FL 32591-2950 (850) 432-2451 Attorneys for Gulf Power

# **BEFORE THE**

## FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to initiate rulemaking to revise ) and amend portions of Rule 25-6.0426, ) F.A.C., by Florida Power & Light Company, ) Gulf Power Company, and Tampa Electric ) Company. ) DOCKET NO. 20180143-EI FILED: OCTOBER 1, 2018

## TAMPA ELECTRIC COMPANY'S

## ANSWERS TO FIRST SET OF INTERROGATORIES (NOS. 1-7)

OF

## **OFFICE OF PUBIC COUNSEL**

Tampa Electric files this its Answers to Interrogatories (Nos. 1 - 7) propounded and served on August 31, 2018 by the Office of Public Counsel.

## TAMPA ELECTRIC COMPANY DOCKET NO. 20180143-EI INDEX TO OPC'S FIRST SET OF INTERROGATORIES (NOS. 1-7)

Number	Subject	<u>Bates</u> <u>Stamped</u> <u>Page</u>
1	What economic development programs does the Company's offer now?	1
2	Please explain the details of the economic development programs currently offered by the Company?	2
3	How much economic development money is spent for the Company's current economic development programs, how many participants are in each program, how many jobs have been added by these new customers, and what is the annual revenues for each economic development participant customer for 2016, 2017, and 2018 to date.	8
4	What percentage of the Company's gross annual income was \$3 million in 1995?	10
5	<ul> <li>Please provide the dollar amounts based on gross annual income associated with the following percentages:</li> <li>a) 0.175% in 2020;</li> <li>b) 0.2% in 2021;</li> <li>c) 0.225% in 2022; and</li> <li>d) 0.25% in 2023.</li> </ul>	11
6	For 2016, 2017, and 2018 to date, what is the percentage of shareholder contribution for economic development under the current rule for the Company?	12
7	Please provide the dollar amount of economic development expenses approved in the Company's last rate case. Please also include the order number that approved the economic development expense.	13

Tampa Electric Company 702 N. Franklin Street Tampa, Florida 33602 TAMPA ELECTRIC COMPANY DOCKET NO. 20180143-EI OPC'S FIRST SET OF INTERROGATORIES INTERROGATORY NO. 1 PAGE 1 OF 1 FILED: OCTOBER 1, 2018

- 1. What economic development programs does the Company's offer now?
- A. Tampa Electric does not have an economic development program, per se, but the company supports economic development in Florida in several ways, including through tariff offerings that provide rate discounts for certain customers and through participation in various individual municipalities, community development groups, chambers of commerce, and economic development organizations.

With respect to tariff offerings, Tampa Electric offers three types of economic development incentives. Two of these incentives are tariff riders approved by the FPSC, referred to as the Economic Development Rider (EDR) Tariff, and the Commercial Industrial Service Rider Tariff, or CISR. Both tariffs are riders to existing commercial rates. The third type of incentive is a special contract, which unlike the other two tariff incentives, requires preapproval from the FPSC.

TAMPA ELECTRIC COMPANY DOCKET NO. 20180143-EI OPC'S FIRST SET OF INTERROGATORIES INTERROGATORY NO. 2 PAGE 1 OF 6 FILED: OCTOBER 1, 2018

- 2. Please explain the details of the economic development programs currently offered by the Company?
- A. Please see attached EDR and CISR Tariff documents for economic development rider details.

The EDR Tariff is a program which requires the customer to meet specific criteria and eligibility requirements. In return, the customer will receive base revenue discounts over a 5-year period. To qualify for service under this rider, the customer must employ an additional work force of at least 25-full time equivalent (FTE) employees, while meeting a minimum peak billing demand of 350-KW.

The CISR is less prescriptive than the EDR and targets larger customers. The CISR offers discounts to new customers and customers expanding their operations, or to retain existing customer loads. The CISR is less prescriptive on discounts, but still has some customer criteria to be met in order to be eligible for discounts. The CISR does not have a full-time job equivalent requirement. However, there is a minimum 500 kw connected load criteria for new customers, and 500 kw connected load or 20% of the highest metered demand in the past 12-months for loads less than 10,000 kw. Customers must meet a minimum of 2,000 kw of connected load if they are seeking a retention incentive under CISR and their load has a metered demand higher than 10,000 kw in the past 12-months.

In addition to the riders described above, Tampa Electric (as well as other investor-owned utilities) have the ability, through special contracts, to negotiate discounts with specific customers for the purpose of attracting or retaining at-risk commercial/industrial customers. Special contracts offer customized rates, terms and conditions to meet unique circumstances and require FPSC approval. Tampa Electric does not currently have any customers on a special contract rate.

In addition to these riders and special contracts, Tampa Electric works closely with individual municipalities and community development groups, as well as chambers of commerce and economic development organizations at the state, regional and local levels to assist their efforts in working with growing businesses. Some of our employees also hold leadership positions on the board of directors of many of these organizations, as well as on-going collaboration with economic development staff to help them in their efforts to bring new companies to our community or promote expansion of existing businesses.

TAMPA E CTRIC COMPANY DOCKET NO. 20180143-EI OPC'S FIRST SET OF INTERROGATORIES INTERROGATORY NO. 2 PAGE 2 OF 6 FILED: OCTOBER 1, 2018 ORIGINAL SHEET NO. 6,740



TAMPA ELECTRIC

#### COMMERCIAL/ INDUSTRIAL SERVICE RIDER

SCHEDULE: CISR-2

**AVAILABLE:** Entire Service Area. Available, at the Company's option, to non-residential customers currently taking firm service or qualified to take firm service under the Company's Tariff Schedules GSD or GSDT. Customers desiring to take service under this rider must make a written request for service. Such request shall be subject to the Company's approval with the Company under no obligation to grant service under this rider. Resale not permitted.

This rider will be closed to further subscription by eligible customers when one of the two conditions has occurred: (1) The total capacity subject to executed Contract Service Arrangements ("CSAs") reaches 500 megawatts of connected load or (2) The Company has executed twenty-five (25) CSAs with eligible customers under this rider. These limitations on subscription can be removed or revised by the Commission at any time upon good cause having been shown by the Company.

The Company is not authorized by the Florida Public Service Commission to offer a CSA under this rate schedule in order to shift existing load currently being served by a Florida electric utility pursuant to a tariff rate schedule on file with the Florida Public Service Commission away from that utility to Tampa Electric Company.

**<u>APPLICABLE</u>**: Service provided under this optional rider shall be applicable to all, or a portion of the customer's existing or projected electric service requirements which the customer and the Company have determined, but for the application of this rider, would not be served by the Company and which otherwise qualifies for such service under the terms and conditions set forth herein ("Applicable Load"). Two categories of Applicable Load shall be recognized: Retained Load (existing load at an existing location) and New Load (all other Applicable Load).

Applicable Load must be served behind a single meter and must exceed a minimum level of demand determined from the following provisions:

Retained Load: For Customers whose highest metered demand in the past 12 months was less than 10,000 KW, the minimum Qualifying Load would be the greater of 500 KW or 20% of the highest metered demand in the past 12 months; or

For Customers whose highest metered demand in the past 12 months was greater than or equal to 10,000 KW, the minimum Qualifying Load would be 2,000 KW.

New Load: 500 KW of installed, connected demand.

Continued to Sheet No. 6.745

**ISSUED BY:** G. L. Gillette, President

DATE EFFECTIVE: November 1, 2013

TAMPA E CTRIC COMPANY DOCKET NO. 20180143-EI OPC'S FIRST SET OF INTERROGATORIES INTERROGATORY NO. 2 PAGE 3 OF 6 FILED: OCTOBER 1, 2018

FIRST REVISED SHEET NO. 6.745 CANCELS ORIGINAL SHEET NO. 6.745



AN EMERA COMPANY

## Continued from Sheet No. 6.740

Any customer receiving service under this Rider must provide the following documentation, the sufficiency of which shall be determined by the Company:

- 1. Legal attestation by the customer (through an affidavit signed by an authorized representative of the customer) to the effect that, but for the application of this rider to the New or Retained Load, such load would not be served by the Company;
- Such documentation as the Company may request demonstrating to the Company's satisfaction that there is a viable lower cost alternative (excluding alternatives in which the Company has an ownership or operating interest) to the customer's taking electric service from the Company; and
- 3. In the case of existing customer, an agreement to provide the Company with a recent energy audit of the customer's physical facility (the customer may have the audit performed by the Company at no expense to the customer) which provides sufficient detail to provide reliable cost and benefit information on energy efficiency improvements which could be made to reduce the customer's cost of energy in addition to any discounted pricing provided under this rider.

## CHARACTER OF SERVICE:

This optional rider is offered in conjunction with the rates, terms and conditions of the tariff under which the customer takes service and affects the total bill only to the extent that negotiated rates, terms and conditions differ from the rates, terms and conditions of the otherwise applicable rate schedules as provided for under this rider.

## MONTHLY CHARGES:

Unless specifically noted in this rider or within the CSA, the charges assessed for service shall be those found within the otherwise applicable rate schedules.

## ADDITIONAL BASIC SERVICE CHARGE:

\$276.97

## DEMAND/ENERGY CHARGES

The negotiable charges under this rider may include the Demand and/or Energy Charges as set forth in the otherwise applicable tariff schedule. The specific charges or procedure for calculating the charges under this rider shall be set forth in the negotiated CSA and shall recover all incremental costs the Company incurs in serving the customer plus a contribution to the Company's fixed costs.

Continued to Sheet No. 6.750

TAMPA E CTRIC COMPANY DOCKET NO. 20180143-EI OPC'S FIRST SET OF INTERROGATORIES INTERROGATORY NO. 2 PAGE 4 OF 6 FILED: OCTOBER 1, 2018 ORIGINAL SHEET NO. 6.750



#### Continued from Sheet No. 6.745

## PROVISIONS AND/OR CONDITIONS ASSOCIATED WITH MONTHLY CHARGES:

Any negotiated provisions and/or conditions associated with the Monthly Charges shall be set forth in the CSA and may be applied during all or a portion of the term of the CSA. These negotiated provisions and/or conditions may include, but are not limited to, a guarantee by the Company to maintain the level of either the Demand and/or Energy charges negotiated under this rider for a specified period, such period not to exceed the term of the CSA.

#### SERVICE AGREEMENT:

Each customer shall enter into a sole supplier CSA with the Company to purchase the customer's entire requirements for electric service at the service locations set forth in the CSA. For purposes of the CSA "the requirements for electric service" may exclude certain electric service requirements served by the customer's own generation as of the date shown on the CSA. The CSA shall be considered a confidential document. The pricing levels and procedures described within the CSA, as well as any information supplied by the customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith, shall be treated by the Company as confidential, proprietary information. If the Commission or its staff seeks to review any such information that the parties wish to protect from public disclosure, the information shall be provided with a request for confidential classification under the confidentiality rules of the Commission.

The service agreement, its terms and conditions, and the applicability of this rider to any particular customer or specific load shall be subject to the regulations and orders of the Commission.

**ISSUED BY:** G. L. Gillette, President

DATE EFFECTIVE: November 1, 2013

TAMPA E CTRIC COMPANY DOCKET NO. 20180143-EI OPC'S FIRST SET OF INTERROGATORIES INTERROGATORY NO. 2 PAGE 5 OF 6 FILED: OCTOBER 1, 2018 SECOND REVISED SHEET NO. 6.720 CANCELS FIRST SHEET NO. 6.720



#### ECONOMIC DEVELOPMENT RATE - EDR

SCHEDULE: EDR

**AVAILABLE:** Entire service area.

This Rider is available for load associated with initial permanent service to new establishments or the expansion of existing establishments. Service under the Rider is limited to Customers who make application to the Company for service under this Rider, and for whom the Company approves such application. The New Load applicable under this Rider must be a minimum of 350 kW at a single delivery point. To qualify for service under this Rider, the Customer must employ an additional work force of at least 25 full-time equivalent (FTE) employees at the location of the single point of delivery.

Initial application for this Rider is not available to existing load. However, if a change in ownership occurs after the Customer contracts for service under this Rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider EDR and continue the schedule of credits outlined below. This Rider is also not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. This Rider is also not available for load shifted from one establishment or delivery point on the Tampa Electric system to another on the Tampa Electric system.

The load and employment requirements under the Rider must be achieved at the same delivery point. Additional metering equipment may be required to qualify for this Rider. The Customer Service Agreement under this Rider must include a description of the amount and nature of the load being provided, the number of FTE's resulting, and documentation verifying that the availability of the Economic Development Rider is a significant factor in the Customer's location/expansion decision.

**<u>LIMITATION OF SERVICE</u>**: The Company reserves the right to limit applications for this Rider when the Company's Economic Development expenses from this Rider and other sources exceed the amount set for the Company under Rule 25-6.0426 FAC.

Service under this Rider may not be combined with service under the Commercial/Industrial Service Rider.

**DEFINITION**: New Load: New Load is that which is added to the Company's system by a new establishment. For existing establishments, New Load is the net incremental load above that which existed prior to approval for service under this Rider.

Continued to Sheet No. 6.725

TAMPA E CTRIC COMPANY DOCKET NO. 20180143-EI OPC'S FIRST SET OF INTERROGATORIES INTERROGATORY NO. 2 PAGE 6 OF 6 FILED: OCTOBER 1, 2018 FIRST REVISED SHEET NO. 6.725

**CANCELS ORIGINAL SHEET NO. 6.725** 

TECO

TAMPA ELECTRIC

Continued from Sheet No. 6.720

**DESCRIPTION:** A credit based on the percentages below will be applied to the base demand charges and base energy charges of the Customer's otherwise applicable rate schedule associated with the Customer's New Load:

Year 1 – 20% reduction in base demand and energy charges*

Year 2 – 15%	**
Year 3 – 10%	"
Year 4 – 5%	24
Year 5 – 0%	4č

* All other charges including basic service, fuel cost recovery, capacity cost recovery, conservation cost recovery, and environmental cost recovery will also be based on the Customer's otherwise applicable rate. The otherwise applicable rates may be any of the following: GSD, GSDT. Any Customer taking service under the CISR Rider is ineligible to take service under this EDR Rider.

The credit will begin once the Customer has achieved the minimum load and job requirements.

**TERM OF SERVICE:** The Customer agrees to a five-year contract term. Service under this Rider will terminate at the end of the fifth year.

The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: 1) maintain the level of employment specified in the Customer's Service Agreement and/or 2) purchase from the Company the amount of load specified in the Customer's Service Agreement may be considered grounds for termination.

**PROVISIONS FOR EARLY TERMINATION:** If the Company terminates service under this Rider for the Customer's failure to comply with its provisions, the Customer will be required to reimburse the Company for any discounts received under this Rider plus interest.

If the Customer opts to terminate service under this Rider before the term of service specified in the Service Agreement the Customer will be required to reimburse the Company for any discounts received under this Rider plus interest.

The Service Agreement will automatically terminate if the minimum load and job requirements has not been achieved within 120 days of the effective date of the Service Agreement.

**RULES AND REGULATIONS:** Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

ISSUED BY: G. L. Gillette, President

TAMPA ELECTRIC COMPANY DOCKET NO. 20180143-EI OPC'S FIRST SET OF INTERROGATORIES INTERROGATORY NO. 3 PAGE 1 OF 2 FILED: OCTOBER 1, 2018

- 3. How much economic development money is spent for the Company's current economic development programs, how many participants are in each program, how many jobs have been added by these new customers, and what is the annual revenues for each economic development participant customer for 2016, 2017, and 2018 to date.
- **A.** The incentive discounts from EDR and CISR tariffs are a credit against base revenues and, therefore, not an expense of the company.

From 2016 – 2018, Tampa Electric Company delivered the following incentives to customers participating in the EDR and CISR: \$92,668 in 2016, \$115,801 in 2017 and \$67,136 in 2018 through August.

In 2016, there were eight contract accounts on the EDR and one on the CISR. Of the nine contract accounts, one took service under General Service Demand (GSD) rate. All others took service under the General Service Demand – Time of Day (GSDT) rate. The incentive payout for these customers totaled \$92,668. Total revenues derived from these customers, net of incentives, was \$677,229.

In 2017, there were 11 contract accounts on the EDR and two on the CISR. Four of the thirteen contract accounts took service under the GSD rate. All others took service under the GSDT rate. The incentive payout for these customers totaled \$115,801. Total revenues derived from these customers, net of incentives, was \$1,020,250.

In 2018, there are 10 contract accounts on EDR and two on CISR. Of the 12 accounts, two take service under the GSD rate and all others are on GSDT. (note: One CISR participant was moved from GSD to GSDT mid-year). The incentive payout year to date for these customers totaled \$67,136. Total year-to-date revenues as of August 2018 derived from these customers, net of incentives, is \$735,039.

Customers participating in our EDR added at least 169 FTE employees. As indicated in Tampa Electric's response to OPC's Interrogatory No. 2, the CISR does not have a minimum employment requirement.

For the economic development activities referenced in the last paragraph of Tampa Electric's response to OPC's Interrogatory No. 2, the company spent

TAMPA ELECTRIC COMPANY DOCKET NO. 20180143-EI OPC'S FIRST SET OF INTERROGATORIES INTERROGATORY NO. 3 PAGE 2 OF 2 FILED: OCTOBER 1, 2018

\$257,490 for 2016; \$274,601 for 2017 and \$128,209 year-to-date through August 2018.

TAMPA ELECTRIC COMPANY DOCKET NO. 20180143-EI OPC'S FIRST SET OF INTERROGATORIES INTERROGATORY NO. 4 PAGE 1 OF 1 FILED: OCTOBER 1, 2018

- 4. What percentage of the Company's gross annual income was \$3 million in 1995?
- **A.** \$3 million of the Tampa Electric's gross annual operating revenues of \$1,092.3M in 1995 is 0.275%.

TAMPA ELECTRIC COMPANY DOCKET NO. 20180143-EI OPC'S FIRST SET OF INTERROGATORIES INTERROGATORY NO. 5 PAGE 1 OF 1 FILED: OCTOBER 1, 2018

- 5. Please provide the dollar amounts based on gross annual income associated with the following percentages:
  - a) 0.175% in 2020;
  - b) 0.2% in 2021;
  - c) 0.225% in 2022; and
  - d) 0.25% in 2023.
- A. a) 0.175% of 2020 projected gross operating revenue of \$2,127.8M is \$3.72M.
  - b) 0.2% of 2021 projected gross operating revenue of \$2,157.6M is \$4.32M.
  - c) 0.225% of 2022 projected gross operating revenue of \$2,200.9M is \$4.95M.
  - d) 0.250% of 2023 projected gross operating revenue of \$2,220.1M is \$5.55M.

TAMPA ELECTRIC COMPANY DOCKET NO. 20180143-EI OPC'S FIRST SET OF INTERROGATORIES INTERROGATORY NO. 6 PAGE 1 OF 1 FILED: OCTOBER 1, 2018

6. For 2016, 2017, and 2018 to date, what is the percentage of shareholder contribution for economic development under the current rule for the Company?

.

A. For 2016, 2017 and year-to-date August 2018, the shareholder contribution for economic development was 5 percent of economic development activities carried out under the rule.

TAMPA ELECTRIC COMPANY DOCKET NO. 20180143-EI OPC'S FIRST SET OF INTERROGATORIES INTERROGATORY NO. 7 PAGE 1 OF 1 FILED: OCTOBER 1, 2018

- 7. Please provide the dollar amount of economic development expenses approved in the Company's last rate case. Please also include the order number that approved the economic development expense.
- A. The economic development amount approved in the 2008 rate case is not specifically identified; however, based on the 5% adjustment, the economic development amount that was approved in the 2008 rate case order PSC-09-0283-FOF-EI was approximately \$980K.

# AFFIDAVIT

STATE OF FLORIDA

Before me the undersigned authority personally appeared, Wilbur J. Stiles, II who deposed and said that he is a Regulatory Affairs Manager, Tampa Electric Company, and that the individuals listed in Tampa Electric Company's response to OPC's First Set of Interrogatories, (Nos. 1-7) prepared or assisted with the responses to these interrogatories to the best of his information and belief.

Dated at Tallahassee, Florida this 27 th day of September, 2018.

Sworn to and subscribed before me this 27 day of September, 2018.

Lot. Botte



My Commission expires _

# **BEFORE THE**

# FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to initiate rulemaking to revise ) and amend portions of Rule 25-6.0426, ) F.A.C., by Florida Power & Light Company, ) Gulf Power Company, and Tampa Electric ) Company. ) DOCKET NO. 20180143-EI FILED: OCTOBER 1, 2018

# TAMPA ELECTRIC COMPANY'S

# ANSWERS TO FIRST REQUEST FOR

# **PRODUCTION OF DOCUMENTS (NOS. 1 - 2)**

# OF

# **OFFICE OF PUBLIC COUNSEL**

Tampa Electric files this its Answers to Production of Documents (Nos. 1 - 2)

propounded and served on August 31, 2018 by the Office of Public Counsel.

## TAMPA ELECTRIC COMPANY DOCKET NO. 20180143-EI INDEX TO OPC'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 1-2)

<u>Number</u>	<u>Subject</u>	<u>Bates</u> Stamped Pages
1	Please provide all written agreements entered into in 2016, 2017 and 2018 as required by 25-6.0426(7), F.A.C.	1 - 95
2	Please provide an excel spreadsheet showing, by year 2016, 2017, and 2018, the monies spent for each rule subsection of 26-6.0426(7)(a)1. through 8., (b)1. through 2. and (c)1. through 11.	96

TAMPA ELECTRIC COMPANY DOCKET NO. 20180143-EI OPC'S FIRST REQUEST FOR **PRODUCTION OF DOCUMENTS DOCUMENT NO. 1** BATES STAMPED PAGES: 1 - 95 FILED: OCTOBER 1, 2018

- 1. Please provide all written agreements entered into in 2016, 2017 and 2018 as required by 25-6.0426(7), F.A.C.
- A. Attached are invoices and associated documentation that result from Tampa Electric's support of economic development organizations.

#### Community Relations OPC 1st Request PODs: 2

Organizations by Rule Category	2016 (\$)
25-6.0426(a)3	168,14
AUBURNDALE CHAMBER	10
CARROLLWOOD AREA BUSINESS	27
CENTRAL FLORIDA ECONOMIC DEVELOPMENT COUNCIL	5,00
ELECTRIC POWER RESEARCH INSTITUTE	18,00
ENTERPRISE FLORIDA INC	50,00
FLORIDA CHAMBER FOUNDATION	
FLORIDA ECONOMIC DEVELOPMENT COUNCIL	h
GREATER BRANDON CHAMBER	1,39
GREATER DADE CITY CHAMBER	350
GREATER LAKE ALFRED CHAMBER	300
GREATER MULBERRY CHAMBER	320
GREATER PLANT CITY CHAMBER	615
GREATER RIVERVIEW CHAMBER	500
GREATER RUSKIN CHAMBER	400
GREATER TAMPA CHAMBER	15,000
GREATER TEMPLE TERRACE CHAMBER	1,000
GREATER WESLEY CHAPEL CHAMBER	250
LONE PALM GOLF CLUB	
NORTH TAMPA CHAMBER	
PASCO ECONOMIC DEVELOPMENT COUNCIL	20,000
PLANT CITY ECONOMIC DEVELOPEMENT	9,000
PLANT CITY OPTIMIST CLUB	100
POLK STATE COLLEGE FOUNDATION PRESIDENTS CIRCLE	
RIDGE LEAGUE OF CITIES INC	
SOUTH TAMPA CHAMBER	385
SOUTHSHORE CHAMBER	
SUN CITY CHAMBER	-
TAMPA HILLSBOROUGH ECONOMIC DEVELOPMENT CORP	30,000
JPPER TAMPA BAY CHAMBER	5.000
WEST TAMPA CHAMBER	150
WINTER HAVEN CHAMBER	5,000
WINTER HAVEN ECONOMIC DEVELOPMENT	5,000
BOR CITY CHAMBER	0,000
25-6.0426(a)4	12,500
NTERPRISE FLORIDA INC - TEAM FLORIDA	12,500
25-6.0426(a)5	58,500
DRIVE ELECTRIC FLORIDA	1,000
AMPA BAY PARTNERSHIP INC	37,500
ISIT TAMPA BAY	20,000
5-6.0426(a)6	18,350
AN STREET WINTER HAVEN	1,000
AMPA DOWNTOWN PARTNERSHIP INC	6,500
AMPA INNOVATION ALLIANCE INC	9,000
VESTSHORE ALLIANCE INC	1,850
5-6.0426(a)7	-,
REATER TAMPA CHAMBER - MINORITY BUSINESS ACCELERATO	
irand Total	257,490

Please note: the Electric Power Research Institute charge was charged in error to Economic Development expense. This will be adjusted in a subsequent period.

Please note: the Plant City Optimist Club charge was charged in error to Economic Development expense. This will be adjusted in a subsequent period.

Please note: the Drive Electric Florida charge was charged in error to Economic Development expense. This will be adjusted in a subsequent period.

Note: The expenses listed in the chart above represent the Tampa Electric portion of the payment made to the organization. The attached invoices represent the gross amount of the expense, which in some cases is greater than that represented on the chart (i.e., Tampa Electric was allocated a portion of the invoiced amount, not the entire invoiced amount).

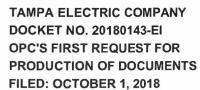
#### Community Relations OPC 1st Request PODs: 2

Organizations by Rule Category	2016 (\$)
25-6.0426(a)3	168,140



\$100.00

\$2,907.05



6790055 Joronomic Development G/L Account Company Code 2201 Tampa Electric Company Doc. no. 9200008017 Line Item 2 / Debit entry / 40 Amount 1,650.00 USD Tax Code Tax Jur. USFL33880XXXX0 Additional Account Assignments **Business Area** Cost Center F253004 Order Sales Order 0 0 WBS element Network Cost Object More Purchasing Doc. 0 Quantity 0.000 Assignment Sq *auburndale C Text Dues Auburndale chamber 2016 📚 Long text

Carrollwood Area Business Association (CABA) 13014 North Dale Mabry Hwy #338 #338 Tampa, FL 33618 (813) 264-0006 | fax: caba@usecaba.com

2014

Invoice

Invoice Date: 8/1/16 Invoice Number: 300002725 Account ID:

Tampa Electric Co. Alan Denham PO Box 111 Tampa, FL 33601

Thank you for your continued support of CABA - the Best Business Address in Tampa Bay!

	i	Terma	Due Date
	1	ue upon receipt	8/31/16
Description	Quantity	Rate	Amount
CABA Membership Renewal	1	\$275.00	\$275.00
		Subtotal:	\$275.00
		Tax:	\$0.00
		Total:	\$275.00
	Payme	nt/Credit Applied:	\$0.00
		Balance:	\$275.00

# **CENTRAL FLORIDA DEVELOPMENT COUNCIL, INC.**

## INVOICE

Attn: Ms. Cindy Price Post Office Box 271 Winter Haven, FL 33881

TECO -- Peoples Gas

863-937-4430 Shelly@cfdc.org

ware of a state of

Investor Commitment Invoice Due Date: Angust 1, 2016 Invoice Number: 918

Description	Quanta		A ui	Prace	Usis	4
August 2016 to July 2017 Investor Commitment		1	\$	5,000	\$	5,000

Subt	otal	\$	5,000
Tex	0.00%	\$	0
Tota	1	5	5,000

Thank you very much for your investment in Central Florida Development Council, Inc. We appreciate your continued support of economic development in Polk County!

Sincerely yours,

Covil France Margan Holmes



December 18, 2015 INVOICE #: 2015-137

**FROM: Enterprise Florida, Inc.** 800 N. Magnolia Ave Suite 1100 Orlando, FL 32803 Phone: 407.956.5600 Fax: 407.956.5599

INVESTOR INVOICE

TO: TECO Energy Gordon Gillette President 702 North Franklin Street Tampa, FL 33602

1 2016

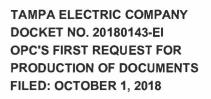
INVOICE DUE DATE: Upon receipt

Description:	Amount Due:
Annual Investment Enterprise Florida Board: FY2015-2016	\$50,000.00

Make checks payable to: Enterprise Florida, Inc. Contributions are tax deductible according to IRC Section 170. Enterprise Florida is a 501 (c)(3) organization: Tax ID 59-3165226

THANK YOU FOR YOUR PARTNERSHIP!

Questions: Noreen Levitt, Vice President, Investor & Partner Development Phone: 407.956.5688 Cell: 407.269.3024 Email: nlevitt@enterpriseflorida.com



 Line Item 8 / Debit entry / 40

 Amount
 50,000.00
 USD

 Tax Code
 2301

Tax Jur.



#### Additional Account Assignments Business Area Cost Center F253001 Order Sales Order 0 0 WBS element Network Cost Cbject - More Purchasing Doc. 0 Quantity 0.000 Assignment Reverse Dec JE Text Enterprise FL-Dues The Long text



Mr. Alan Denham

P.O. Box 111

**Tampa Electric Company** 

Tampa, FL 33601-0111

**Elite Silver Membership INVOICE** 

Date: 12/01/2016 Inv. No.: 170651 Account No.: 561

Remit To:

The Greater Brandon Chamber of Commerce 330 Pauls Dr., Suite 100 Brandon, FL 33511-4801 (813) 689-1221

l	DESCRIPTION	AMOUNT
	Annual Elite Silver Membership covering 12/01/2016 through 11/30/2017	\$1,895.00
	- Total: Paid:	\$1,895.00 \$0.00
	TOTAL DUE:	\$1,895.00
	Thank You for Your Support Since 1962!	

2014

	Eli	te Mamber Code	
Dr pay online through the Member Portal at www.brandonchamber.com	Card Number	Expiration Date	CAA6
	Signature V	isa 🗍 MasterCard 🗍 AMEX	Discover

Chamber dues may be deductible as an ordinary and necessary business expense. A portion of dues, however, is noticeductible as an ordinary and necessary business expense to the extant that the Chamber engages in state or federal lobbying. The nondeductible portion of your dues is 2%.

Phone: (352) 567-3769 Fax: (352) 567-3770	19-7397 MEMBER DUES INVOL DATE: October 18, 2 INVOICE No 18	016
To: James Adcock Tampa Electric Company-Pasco County 14520 5th Street Dade City, FL 33525	Company ID         1452           Date Joined         11/1999           Phone         (352) 567-16	85

iter:

line -

## Membership Investment 11/2016 thru 10/2017

	Description	Amount
	Membership Investment Thank you for your continued support! Membership Dues can be paid by Visa, MasterCard, American Express, Cash or Check.	\$350.00
¥~.,	We down it	MI NI
(ilia - alian-)	See small for cost brickdown. Tils! Sub Total	5350.00
	1st Notice Tax	\$0.00

 Tax
 \$0.00

 Total
 \$350.00

 Paid
 \$0.00

 AMOUNT DUE
 \$350.00



# Lake Alfred Chamber of Commerce

115 Pomelo Street+ P. O. Box 956 + Lake Alfred, FL 33850-0956 PHONE: (863) 875-7800 + FAX: (863) 875-7800 Website: www.lake-alfred.com E-mail: <u>lachamber@lake-alfred.com</u>

# DUES INVOICE

DATE: March 2015

- TO: Tampa Electric Company Attn: Burrel Frazier
- RE: Annual Membership Dues March 2015- February 2015
- FROM: Lake Alfred Chamber of Commerce
- AMOUNT: \$300.00

Thank you for your continued chamber membership. It is our pleasure to have your business as one of our members.

In order to serve you better, we will correspond with you via email. This allows us to better utilize the Chamber funds. You will receive our event flyers, announcements, and The Biz, a twice monthly newsletter, in this manner. You will also be listed on our website at <u>www.lake-alfred.com</u> (Your email address will not be shared or forwarded. It will be for our use only.)

Please check your listing on our website and let us know of any corrections and make sure your direct link is there. Also, be sure to put the event dates on your calendar and try to attend.

Paula Carpenter, President

Fran Beach, Executive Director

1

PLEASE REMIT WITH RENEWAL FORM INFORMATION

Please Make Check Payable To: Lake Alfred Chamber of Commerce P.O. Box 956, Lake Alfred FL 33850

Enclosed is My Membership Renewal ending 3/1/2016 \$_____

Total Enclosed: \$

Nall, Julie A.

From: Sent: To: Subject: Driggers, Doug K. Monday, December 28, 2015 3:10 PM Nail, Julie A. FW: Invoice 3382 from Greater Mulberry Chamber of Commerce

**Mulberry Chamber invoice** 

Sent from my Windows Phone

From: <u>Greater Mulberry Chamber of Commerce</u> Sent: 12/28/2015 3:04 PM To: <u>Driggers, Doug K.</u> Subject: Invoice 3382 from Greater Mulberry Chamber of Commerce

***** This email is from an external sender. Be cautious about clicking links or opening attachments from unknown sources. Please forward suspicious phishing emails as an attachment to <u>phishing@tecoenergy.com</u> for analysis by our messaging and cyber security teams. *****

Greater Mulberry Chamber of Commerce

INVOICE	DUE DATE	BALANCE DUE
3382	12/17/2015	\$550.00

view invoice

2016

Dear Doug Driggers, Here's your invoice! We appreciate your sponsoring breakfast. Tour membership is due in January, that is where the _\$320.00 amount comes from. Thanks for your support! Diana Simmons, Executive Director

Greater Mulberry Chamber of Commerce



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## **Membership Dues**

2016

Invoice Date:4/28/18 /

Tampa Electric Company Doug Driggers 405 W. Dr. M. L. King Jr. Bl Plant City, FL 33563

	l l	Terms	Due Date
	<u>[</u>	Due on receipt	4/28/16
Description	Quantity	Rate	Amount
Membership Dues - Renewal	1	\$590.00	\$590.00
Voluntary Contribution for Technology Fund	1	\$25.00	\$25.00
	Sub	total non-voluntary:	\$590.00
		Subtotal voluntary:	\$25.00
		Subtotal:	\$615.00
		Tax:	\$0.00
Total:			\$615.00
Payment/Credit Applied:		\$0.00	
Balance;			\$615.00

## Invoice

Invoice Date: 4/16/18 Invoice Number: 1032922

Greater Plant City Chamber of Commerce 108 North Evers Street Plant City, FL 33563 813-754-3707 | fax: 813-752-8793 Info@plantcity.org

Tampa Electric Company Doug Driggers 405 W. Dr. M. L. King Jr. Blvd. Plant City, FL 33563

alk.

		Terms		· Due Date
	_	Not	5/16/18	
Description	Quantity	Rate		Amount
Membership Dues - Renewal	1	\$590.00		\$590.00
Voluntary Contribution for Technology Fund	1	\$25.00		\$25.00
		Subto	tal:	\$618.00
		Т	auc:	\$0.00
		Τσ	tal:	\$615.00
	Payme	nt/Credit Appli	ed:	\$0.00
		Balan		\$815.00

6790055



Bill To

PO Box 111 Tampa, FL 33601

Alan "Tad" Denham

Tampa Electric Co.

### Invoice

Date		Invoice #
10/11/201	10/11/2016	
Due Date	Γ	Terms
11/11/2016		Due on receip

Greater Riverview Chamber of Commerce 10012 Water Works Lane Riverivew, FL 33578

> Director@RiverviewChamber.com (P) 813-234-5944 (F) 813-234-5945

Description	Qty	Rate	Amount
Annual Dues for Elite Membership	1	645.00	645.00
an dan menerangkan periodi kana dari kana dari kana dari kana dari kana dan dari dan dari kana dari kana dari b		Totai	\$645.00

We appreciate your prompt payment.

### Thank You!

We accept Visa, Master Card, Discover and AmEx.

Payments/Credits	\$9,00
Balance Due	\$645.00



Greater Tampa Chamber of Commerce P.O. Box 420 Tampa, FL 33601

> Mr. John B Ramil TECO Energy, Inc. P.O. Box 111 Tampa, FL 33601

0	K	1	Y	
	/			

### Invoice

Invoice Number: 236362 Invoice Date: 09/17/2015

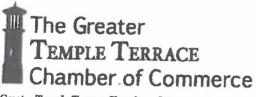
 Member ID:
 2546

 Date Due:
 01/01/2016

Description	Qty	Rate	Amount
Chamber Membership Dues 01/01/2016 to 12/31/2016	1.00	18,000.00	\$18,000.00
Optional Enhanced Listing Ad			\$120.00
Make your company stand out with an Enhanced Member Di For \$120 a year, Chamber Members can add their business logo to their of		Total:	\$18,120.00
business directory listing. This is an inexpensive way to market your business A		Amt Paid:	\$0.00
and stand out from the other companies in your business category.	E	alance Due:	\$18,120.00
Unenhanced Listing:	Enhanced Listing	1	
Greater Tampa Chamber of Commerce 201 N. Franklin Street	201 N Franklin Str	Approximate and Replacement	
Same 201 Tampa FL 35602 같 (\$13) 228-777	Suate 201 Tampa FL 33602		
Member Since 1585	Menzber Since 158	5 San Ilaunt (,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	

Please note that 4% of dues paid is allocable to certain lobbying activities and is therefore nondeductible. These lobbying activities do not include the participation in any political campaign for any candidate for public office.

×	$ \mathbf{x} >-\mathbf{A}$ , in the ansatz demonstrate probability of $ \mathbf{x} >0$	the product a second	of the state of th
TECO Energy, Inc. P.O. Box 111 Tampa, FL 33601	Member ID:         2546           Invoice Number:         236362           Due Date:         01/01/2016           Total Due:         \$18,120.00	Payment Enclosed: \$ Make checks payable to: Greater Tampa Chamber of Com P.O. Box 420 Tampa, FL 33601	amerce
Please verify address and provide corre-	ctions below:	Convenient fax payment option (813) 377-3492	n at:
Organization Name:	and the second	Charge:	
Primary Billing Person:		VISA	American Express
Mailing Address:	an a star and a star of the star and a star a	Mastercard	Discover
		Card No.	Exp. Date
City, State, Zipcode:		Signature	Billing Zip



2014

Invoice Invoice No. 10918 Invoicing Date: 09/28/2016

Greater Temple Terrace Chamber of Commerce 9385 N 56th St Temple Terrace, FL 33617

Alan Denham Tampa Electric Company	Member ID:	1000
Attn: Alan Denham	Invoice Due:	11/01/2016
PO Box 111		
Tampa, FL 33601		

Description	Qty	Rate	Amount
Membership Dues	1.00	1,500.00	1,500.00
11/01/2016 to 10/31/2017			
alan ang kanang Panganan ang kanang panganan ang kanang kanang kanang kanang kanang kanang kanang kanang kanang		Total:	
		Ame Paid:	0.00
	Ba	ance Due:	1,500.00

Tampa Electric Company Atta: Alan Denham PO Box 111 Tampa, FL 33601	Member ID: Invoice: Due Date: Total Due:	1000 10918 11/01/2016 1,500.00	Payment Enclosed: 5 Make checks paynible to Greater Temple Terrace of Commerce 9385 N 56th St	10C	ਤਾ of
Please verify address and provide co	rrections below:		Convenient online pays http://www.tempicterrac		
ingenization Name:			Charge:		
rimary Billing Person:			VISA	П	American Express
lelling Address:			Mastarcard	لابسا	tour single 000
Sity, State, Zipcode:		The second s	Card No.		Exp. Date
	and the second state of th		Signature		Sec. Code

QOCH. HP-91 **Greater Wesley Chapel Chamber of** - 1557 Commerce Invoice 6013 Wesley Grove Blvd., #105 THE GREATER WESLEY Wesley Chapel, FL 33544 (813) 994-8534 | fax: (813) 994-8154 CHAPEL Invoice Date: 8/2/16 Chamber of Commerce office@wesleyshapelchamber.com Invoice Number: 13813 Tampa Electric Company de Jimmy Adcock 14520 5th St Dade City, FL 33523 Thank you for being a Member! Terms Due Date Net 45 9/16/16 Description Quantity Rate | Amount **Renewal Premier Membership** 1 \$500.00 \$500.00 Subtotal: \$500.00 Tax: \$0.80 Total: \$500.00 **Payment/Credit Applied:** \$9.00 Belance: \$500.00 Su emuil for cost breakdow Keef This portion for your records Please return this porta FROM: Tampa Electric Company # 13813 Jimmy Adcock 14520 5th St Dade City, FL 33523 \$500.00 Please remit payment to: Greater Wesley Chapel Chamber of Commerce 6013 Wesley Grove Blvd., #105 Am Wesley Chapel, FL 33544 Thank you

19

Zolle

### **INVOICE #2017-500**



### Pasco Economic Development Council, Inc.

DATE: OCTOBER 2016

16506 Pointe Village Drive, Suite 101, Lutz, FL 33558 Phone 813-926-0827 Fax 813-926-0829 Suzanne@pascoedc.com

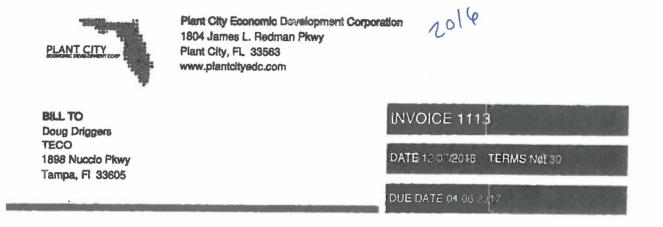
TO Mr. James D. Adcock

### **TECO**

QUANITY	DESCRIPTION	INVESTOR LEVEL	CHARGE
1	Membership/Investment	Policy Council	\$25,000.00
	POLICY COUNCIL Annual Investment     Two senior level representatives:		
	*Seat on Policy Council		ļ
	*Seat on Pasco EDC Board of Directors     Company logo prominently displayed on Pasco EDC homepa	ICE	
	<ul> <li>Prominent signage at all Pasco EDC events</li> </ul>		
	Company highlighted on Pasco EDC website     Eligibility for special invitation-only events	0	
	<ul> <li>Opportunity to represent Pasco EDC on other boards</li> </ul>	. >	
	Invitation to Investor-Only events     Prominent recognition in Year End Report	1 Martin	
l	Opportunity to serve on or chair Task Forces	2 200	
l	Your investment is 100% tax deductible.	why to ti	
AX ID #59-2	2031062	SUBTOTAL	\$25,000.00
OUR INVES	TMENT IS 100% TAX DEDUCTIBLE	W WRECENTED	
		A Provide	

See email for cost breakdoon. Thes!

Make all checks payable to Pasco Economic Development Council PLEASE REMIT UPON RECEIPT



VOINTA	AMOUNT
Voting Member Karningen De	10,000.00

TO AL DUE \$10,000.00

Remit payment to Platinum Bank David Sullivan 1804 James L. Redman Pkwy Plant City, Fl 33583

	*
C 1	TAMPA ELECTRIC COMPANY
	DOCKET NO. 20180143-EI
	OPC'S FIRST REQUEST FOR
	PRODUCTION OF DOCUMENTS
	FILED: OCTOBER 1, 2018
2011	
Ridge League of C C/O Polk State Corporate Coll 3515 Aviation Drive Lakeland El	ition Inc
3515 Aviation D	ege, Sta. 100
3515 Aviation Drive, Lakeland FL	. 33811
Ph: (863) 669-2328 • Fax: (863) 66	69-4085

rstonewall@polk.edu

To: Associate Members From: Ruthanne Stonewall, Executive Director Subject: Associate Membership/Ridge League of Cities, Inc.

Thank you for your interest in Associate Membership to the Ridge League of Cities. Annual dues for Associate Members are \$250 per year and are due November 15, 2017. (Year runs from October 1, 2017 – September 30, 2018)

Please fill out this form and return with your payment of \$250. Check should be made payable to Ridge League of Cities, Inc. and mailed to:

Ruthanne Stonewall, Executive Director PSC Corporate College, Sta. 100 3515 Aviation Drive Lakeland, FL 33811

	医子 新生活 化化 医周 化化 有关的 医含义 化 化化化 医金属 医化学 医胃体 医 建 医 不 名 名 人名格 有 医 网络 有 不能 经 化 医子子 医子子
Company Name	
Representative(s)	
Address	
Telephone:	
Email:	Fax:
If you are not on our websit	e and would like to be linked, please list your URL below
	be in ited, please list your URL below



 I201
 Tampa Electric Company
 08/31/2016
 USD
 5,822,61

 I2313
 TECO Partners
 08/31/2016
 USD
 4,98

图 二字詩: 平.IZ.5g. 鲁命回母, [][] CoOd Item Key S Account Description 2201 38 40 6030800 EE Miscellaneous 39 40 6790055 Economic Development 40 40 6790210

Dermitting

Amount Order 26,00 A23788950001 385.00 -----

Assignment Surveymonkey.Com South Tampa Cham City Tres Dannet

Profit Center Cost Center P03001 P01001 F253001 DATAT

Tampa Hillsborough Economic Development Corp.

101 East Kennedy Blvd Suite 1750 Tampa, FL 33602

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A diversity out a state of the second state of	
Bill To	
TECO	San M. Selister and selister
702 N. Franklin Street	1
Tampa, FL 33602	1
-	1
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	1
	1

Description	Amount	
Circle of Champions Payment - Year 2 - & In cludes Circle & ingluence Sk Dures \$5,5000. Split 30K Elec + 25K PG:	-3	55,000.00
	Total	\$55,000.00

20then prosin

Invoice

Invoice #

492

Date

11/18/2016

2016

Invoice

Invoice #

5158

Upper Tampa Bay Chamber of Commerce

101 State Street West Oldsmar, FL 34677

Due Date	Date	Invoice #
12/21/2016	11/21/2016	5158

.

**Bill To** 

÷, *

Leroy Sullivan, Jr. Tampa Electric Co. **PO Box 111** Tampa, FL 33601

Please check box if address is incorrect or has changed, and indicate change(a) on reverse side.

**Balance** Due \$12,000.00

**Upper Tampa Bay Chamber of** Cosmissionce

New e-mail address? Enter here: _

--------PH ASE DETACH SND RETURN TOP PORTION WITH YOUR PASSMENT.

Date

11/21/2016

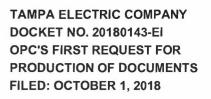
_____

Due Date

12/21/2016

101 State Street West Oldsmar, FL 34677

Item		Description	L	Qty	Rate	Amount
Corporate Spon	Annual C	orporate Sponsorship	an a		12,000.00	12,000.0
		6790055- 6790096 -	5K			
		e 790096 -	-7K			
	۷.		FZK			
		Your	8	D	⊋.	
				Total		\$12,000.00
The	ak you very	much for your perticipati	onl i	Payments/Crodito		\$0.00
	adarates <u>no seconda</u>			Balance Due		\$12,000.00
Pho	ne #	Fax#	E-m	uii -	Web Site	
813 85	5.4233	813 854-1237	mhowe@utbot	inmiser com	www.utbchamber	0000



G/L Account	6/90055	gi promic Development
Company Code	2201 Tampa	Electric Company
Line Item 27 / Debit	antry / 40	

Amount 150.00 USD Tax Code Tax Jur. USFL33602XXXX0

Doc. no. 9200003486

Additional Account	Assignments				
Business Area					i de la companya de l
Cost Center	F253002			Order	
Sales Order		0	0		
WBS element				Network	
Cost Object					T More
Purchasing Doc.		Ó			
Quantity	0.000				
Assignment	Paypai *westta	amp			
Text	Chamber dues	renewa	l for West		🐮 Long text

Invoice



2016

### Invoice No. 31665 Invoicing Date: 09/01/2016

Greater Winter Haven Chamber of Commerce P.O. Box 1420 Winter Haven, FL 33882-1420

> Ma. Cynthia Price Tampa Electric Co 1770 6th Street NW Winter Haven, FL 33881

Member ID:	520
Involee Duc:	10/01/2016

Description	Qty	Rate	Amount
Manbership Investment	1.00	5,775.00	5,775.00
10/01/2016 to 09/30/2017	1		
Voluntary contribution to the Winter Haven Foundation, Inc 501(c)(3)			288.75
Capital Campaign - 1986 Chamber Building Renovation	1.00	3,000.00	3,000.00
		Total:	8,775.00
		Last Paids	0.00
	Balance Due: 8,77		

*This represents a voluntary contribution (5% of your chamber dues) to the Winter Haven Chamber Foundation, a 501 (c)(3) charitable arganization. Your tax-deductible contribution supports the activities of the education, beautification and leadership programming. If you do not choose to participate, simply strike through the contribution.

×

Tampa Electric Co 1770 6th Street NW Winter Haven, FL 33	Mamber ID: Invoice: 881 Due Date: Total Due:	520 31665 10/01/2016 8,775.00	Payment Enclosed: S Main checks payable ( Greater Winter Haven C Commerce P.O. Box 1420		
Flease verify address and	provide corrections below:		Conventiont online gays http://www.wintechaven	B CONTRACTOR	
Organization Nonze:	With the second s		Charge:		
Primary Billing Persons			VISA	American Express	
Richting Address			Mastercard		
City, State, Zincode:			Card No.	Bxp. Date	
only one and the			Signature	Soc. Code	

Winter Haven Economic Development Council 401 Ave B NW Winter Haven, FL 33881 863-837-5280 Office 877-252-8389 Fax www.whedc.com contact@whedc.com

Cindy Price Tampa Electric P.O. Box 31318 Tampa, FL 33631-3318

2016

inter Ha /en expanding connections

### Invoice

 Date
 Invoice #

 10/24/2016
 1162

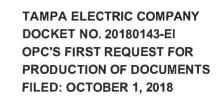
Terms

Net 30

Description	Rate	Amount
Membership Dues	5,000.00	5,000.00
Thank you for your support of the Winter Haven EDC		
~ We greatly appreciate your support ~		

Total

\$5,000.00



Organizations by Rule Category	2016 (\$)
25-6.0426(a)4	12,500



and the second
December 18, 2015

Laura R. Crouch, Director Local Government, Community Relations & Economic Development Tampa Electric 702 N. Franklin Street

2016

Invoice # 2015-138

12500 - TOT - 12500 - POS

25000 - 26404 Toc Cog

### 2016 Team Florida Marketing Partnership

\$50,000.00

Investment for calendar year 2016 to support marketing, advertising, communications and outreach campaigns to promote Florida for business investment

Please remit by December 31, 2015 to:

Enterprise Florida, Inc. c/o Accounting 800 North Magnolia Avenue, Suite 1100 Orlando, FL 32803 407-956-5600

Tax ID # 59-3165226

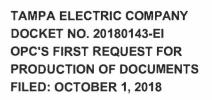
Tampa, FL 33602

C

TAMPA ELECTRIC COMPANY DOCKET NO. 20180143-EI OPC'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS FILED: OCTOBER 1, 2018

#### Community Relations OPC 1st Request PODs: 2

Organizations by Rule Category	2016 (\$)
25-6.0426(a)5	58,500



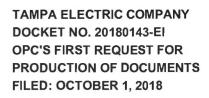
Line Item 12 / Debi	t entry / 40	-			
Amount	50,000.00		USD		
Tax Code	2301				
Tax Jur.					
Additional Account	Assignments				
Business Area					
Cost Center	F253001			Order	
Sales Order		0	C		
WBS alement				Network	
Cost Object					📑 More
Purchasing Doc		0			
Quantity	0.000				
Assignment	Reverse Dec J	E			
Text	The Bay Partn	ersito	-		器 Long text
	(	1000 1000 - CTC	1		



### INVOICE

BILL TO	AMOUNT			
Bruce Narzissenfeld Tampa Electric 702 Franklin St Tampa, FL 33602 INVOICE		Invoice #: 60691 Invoice Date: 9/13/16 Due Date: 12/15/16	AMOUNT	
60691	Annual Partnership Dues		\$25,000.00	
		Total Due:	\$25,500.00	
PAYMENT OPTIONS				
Company Name: Tamp Partner ID # 272 Invoice # 60691	pa Electric			
	titTampaBay.com/Extranet ction below & fax to (813) 218-3341			
	Name (as it appears on ca	ard):		
	Billing address:			
	Card Number:		Exp. Date:	
	Signature:			
Pay by Check Please send payn Visit Tampa Bay   401 E. Jackson Str Tampa, FL 33602	ATTN: Partnership reet, Suite 2100			

For questions or to schedule a payment plan, please contact Joyce Fisk at JFisk@VisitTampaBay.com or (813) 218-3841.



#### Community Relations OPC 1st Request PODs: 2

Organizations by Rule Category	2016 (\$)
25-6.0426(a)6	18,350

HOW WOULD YOU LIKE YOUR SPONSORSHIP TO READ ?	20110
Contact Name Cundy Price	
Phone 248 6016 Email	
Mailing Address P0271	
WHFL33882	
Brief Company Bio:	
(X)PONENTIAL PARTNER PLACEMAKING PARTNER CONNECTOR PARTNER BIG IDEA PARTNER	
# 1000	
Please make check payable to Main Street Winter Haven, Inc P.O.Box 2074 Winter Haven, FL 33883 A 501(C)(3) not for profit organization	è P T
Please send high resolution pdf of your logo to anita@mainstreetwh.co	m



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\$

400 N. Ashley Dr., #2125 Tampa, FL 33602

10	Martin and Annual An	
V	DATE	INVOICE #
	6/1/2016	19001

Tampa Electric Company Laura Crouch PO Box 1111 Tampa, FL 33601

Tampa Electric Company Laura Crouch 702 N Franklin St Tampa, FL 33602

T

I

		Me	mber Since:		DUE DATE
r		1	986/1987		6/1/2016
QUANTITY	DESCRIPTION		RATE		AMOUNT
7	FY16/17 Membership Dues - Leader Level July 1, 2016 through June 30, 2017		10,000.	00	10,000.00
			Total		\$10,000.00
		_			
lease remit to ampa Downto	o: own Partnership - 400 N Ashley Dr #2125 Tampa	<u>, FL</u>	33602 813-2	221-	-3686

Tampa Innovation Alliance 3702 Spectrum Blvd, Suite 165 Tampa, Florida 33612 Attn: Eric Larson

### INVOICE

BILL TO

Alan Denham Regional Manager; Local Government, Community Relations & Economic Development, TECO Energy PO Box 111 Tampa, FL 33601

COMMITMENT DESCRIPTION

Tampa Innovation Advisory Board Membership renewal volle



Tampa Innovation Alliance

9.22.2016

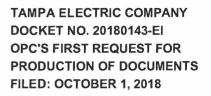
MEMBERSHIP

\$10,000

TOTAL DUE:

\$10,000

Thank you for your continued membership & involvement with the Tampa Innovation Alliance!

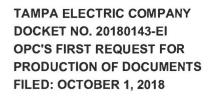


i/L Account		Donomic Develo	pment	
ompany Code	2201 Tampa E	lectric Company		
		Doc. no, 9200007523		
Line Item 18 / Deb	it entry / 40			
Amount	2,750.00	USD		
Tax Code				
Tax Jur.	USFL33602X	XXXO		
Additional Account	Assignments			
	Assignments			
Business Area	Assignments		Order	
Business Area Cost Center		0 0	Order	
Business Area Cost Center Sales Order		0 0	Order Network	
Business Area Cost Center Sales Order WBS element		0 0		n More
Business Area Cost Center Sales Order WBS element Cost Object		0 0 0		More
Additional Account Business Area Cost Center Sales Order WBS element Cost Object Purchasing Doc. Quantity				More

😤 Long text

Westshore Alliance Dues

Text



Community Relations OPC 1st Request PODs: 2

Organizations by Rule Category	2016 (\$)
25-6.0426(a)7	-

#### **Community Relations**

#### OPC 1st Request PODs: 2

Organizations by Rule Category	2017 (\$)
25-6.0426(a)3	197,751
AUBURNDALE CHAMBER	3,650
CARROLLWOOD AREA BUSINESS	275
CENTRAL FLORIDA ECONOMIC DEVELOPMENT COUNCIL	4,000
ELECTRIC POWER RESEARCH INSTITUTE	-
ENTERPRISE FLORIDA INC	50,000
FLORIDA CHAMBER FOUNDATION	10,000
FLORIDA ECONOMIC DEVELOPMENT COUNCIL	2,500
GREATER BRANDON CHAMBER	1,571
GREATER DADE CITY CHAMBER	350
GREATER LAKE ALFRED CHAMBER	300
GREATER MULBERRY CHAMBER	320
GREATER PLANT CITY CHAMBER	615
GREATER RIVERVIEW CHAMBER	645
GREATER RUSKIN CHAMBER	-
GREATER TAMPA CHAMBER	16,000
GREATER TEMPLE TERRACE CHAMBER	1,700
GREATER WESLEY CHAPEL CHAMBER	250
LONE PALM GOLF CLUB	-
NORTH TAMPA CHAMBER	
PASCO ECONOMIC DEVELOPMENT COUNCIL	21,500
PLANT CITY ECONOMIC DEVELOPEMENT	9,000
PLANT CITY OPTIMIST CLUB	
POLK STATE COLLEGE FOUNDATION PRESIDENTS CIRCLE	2,000
RIDGE LEAGUE OF CITIES INC	250
SOUTH TAMPA CHAMBER	
SOUTHSHORE CHAMBER	400
SUN CITY CHAMBER	1,000
TAMPA HILLSBOROUGH ECONOMIC DEVELOPMENT CORP	60,000
UPPER TAMPA BAY CHAMBER	5,000
WEST TAMPA CHAMBER	400
WINTER HAVEN CHAMBER	5,775
WINTER HAVEN ECONOMIC DEVELOPMENT	
YBOR CITY CHAMBER	250
25-6.0426(a)4	12,500
ENTERPRISE FLORIDA INC - TEAM FLORIDA	12,500
25-6.0426(a)5	18,500
DRIVE ELECTRIC FLORIDA	2,000
AMPA BAY PARTNERSHIP INC	
/ISIT TAMPA BAY	16,500
25-6.0426(a)6	20,850
MAIN STREET WINTER HAVEN	2,500
TAMPA DOWNTOWN PARTNERSHIP INC	7,500
	9,000
WESTSHORE ALLIANCE INC	1.850
25-6.0426(a)7	25,000
GREATER TAMPA CHAMBER - MINORITY BUSINESS ACCELERA	25,000
Srand Total	274,601

Please note: the Drive Electric Florida charge was charged in error to
Economic Development expense. This will be adjusted in a subsequent
period.

Note: The expenses listed in the chart above represent the Tampa Electric portion of the payment made to the organization. The attached invoices represent the gross amount of the expense, which in some cases is greater than that represented on the chart (i.e., Tampa Electric was allocated a portion of the invoiced amount, not the entire invoiced amount).



#### Community Relations OPC 1st Request PODs: 2

Organizations by Rule Category	2017 (\$)	
25-6.0426(a)3	197,751	

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11	

Membership	<b>BURGER</b>
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1	Autourse	lais Chamber O	f Commisses				
	245 E Ludo	e Avanue			P	ite .	Imain:#
	Agburnde	5, FL 33823			8/26	2017	1221
4	Phone #	863-967-5400	aubumdelischambergilve.com		Linnation		( hereiten auf der Bergeneten auf d
	Ferril	<b>203-0670000</b>	vermanyaubumdalechunber.com				
	262						
	Pust C	a Elisate'o Concessay Prior Niede Plott Mine: Ban 271 r Hisven, Pl 33882					
	Laure and La	n Mark ang pandar ng Panananan ya Anta Alaka Panana		Į.,_	Terms	Du	illur (
88					Die orressigt	8/24	2017.
P	Gamtity		Description		ljuis		in the second
		Cineritar Partner f (Partnership Inshu Changious Gain (Inif Course Sopte	iven. Soutember I, 2017 - August 3 Int, 2018 lass A Yene Merchanship, A Chilf Toant in cur C mber 15, 2017, Our Ball Drop Sponset)	telf Tersensterer af			22000.600
	and you for	neur partnezesképi			Tatal		<b>97400000</b> 0
-							
				in her. #			alar a

2017

Invoice Invoice Date: 8/1/17 Invoice Number: 300003976 Account ID:

Carrollwood Area Business Association (CABA) 13014 North Dale Mabry Hwy #338 #338 Tampa, FL 33618 (813) 264-0006 | fax: caba@usecaba.com

> Tampa Electric Co. Alan Denham PO Box 111 Tampa, FL 33601

Thank you for your continued support of CABA - the Best Business Address in Tampa Bayl

		Terms	Due Date
		Due upon receipt	8/1/17
Description	Quantity	Rate	Amount
CABA Membership Renewal	, 1	\$275.00	\$275.00
		Subtotal:	\$275.00
		Tax:	\$0.00
	annair an	Total:	\$275.00
Payment/Credit Applied:		\$0.00	
		Belance:	\$275.00

Central Florida Development Council 5908 Hillside Heights Drive Lakeland, FL 33812 (863) 937-4430

### INVOICE

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BILL TO TECO - Peoples Gas Attn: Mr. Nick Plott PO Box 271 Winter Haven, FL 33881



INVORCE # TECO2017IN DATE 08/14/2017 DUE DATE 09/13/2017

DATE ACTIVITY AMOUNT 08/14/2017 August 2017 to September 2018 5,833.34 Investor Commitment Thank you for your investment in the Central Florida Development Council, Inc. Your partnership is important to us and we appreciate your continued support of economic development. In Polk Countyl



# FLORIDA.

INVOICE

Invoica	INV-0173
Date	12/4/2017
Dece	1

Enterprise Florida, inc. 800 North Magnolia Avenue Suite 1100 Oriando FL 32803

#### Bill To:

TECO Energy 702 North Franklin Street Tampa FL 33602

#### Ship To:

TECO Energy Gordon Gillette 702 North Franklin Street Tampa FL 33602

				Payment Terms		Maeter No.
Irchass Order No.	Customer ID			1		192
	TEC0001				Unit Price	Ext. Price
dered	He	m Number	BOD Payment - FY 17/18 Bo	ard 111	\$50,000.00	\$50,000.0
1	BO		Seet (Period: 7/1/2017 - 6/30	/2018)		
		the second second		Subtots		\$50,000
				Misc		\$0
				Tax		\$0
				Freight		\$0
						\$50,000
				Total	and	ALC: 444

Enterprise Fiorida is a 501(c)(3) organization. FEIN: 59-3165226

# FLORIDA

	Target .	12	100
4	44	ne	1

January 12, 2018

Laura Crouch TECO Energy

Invoice# INV-0165

### 2018 Team Florida Marketing Partnership

\$50,000.00

Investment for calendar year 2018 to support marketing, advertising, communications and outreach campaigns to promote Florida for business investment

Please remit by January 31, 2018 to:

Team Florida Marketing Partnership LLC c/o Accounting 800 North Magnolia Avenue, Suite 1100 Orlando, FL 32803 407-956-5600

Tax ID # 47-3823394



2017

Ms. Laura Crouch Tampa Electric & Peoples Gas Systems 702 N Franklin St Tampa, FL 33602

Account Number	1580
Involce Number	144826
Invoice Date	07/11/2017
Payment Due	06/31/2017

#### INVOICE

Florida 2030	Char \$12,500	.00 \$12,500.00
	TOTALS \$12,500	

#### FEIN: 59-6209605

The Florida Chamber of Commerce Foundation is a 501(c)(3) charitable organization. Contributions, including Trustee Daes, to the Florida Chamber of Commerce Foundation are deductible as charitable gifts for federal income tax. Sponsorships and fees paid to the Florida Chamber of Commerce Foundation are not deductible as charitable gifts but may be deductible as ordinary and necessary business expenses.

136 S. Bronough St. + P.O. Eax 11309 • Tellahassee, FL 32302-3309 • (877) 521-1230 • www.FL Foundation.org

TO ENSURE PROPER CREDIT, PLEASE RETURN THES STUD WITH REMATTAINCE

1580	TW ST THE ST	SELE	CT PAYMENT	METHOD	THE DO LOW THE REAL PROPERTY OF
Ms. Laura Crouch Tampa Electric & Peoples Gas Systems 702 N Franklin St Tampa, FL 33602	Card# — Exp Date Cardholders S	/ / ilgnature	Омс		Chevit Enclosed
7 Ghart	Total Due Invoice #		\$12,500.00 144826	Amount Paid Invoice Date	07/11/2017

Violon - The leading voice of business and the driving force for Florida's future. Mission - Leading Florida to a new and sustainable sconomy.

Affiliated with the Florida Chamber of Commerce, Inc.

Fiorida Chamber Foundation + 136 S. Bronough St. + P.O. Box 11309 + Tallahassee, FL 32302-3308 + (877) 521-1230



2017

Ms. Laura Crouch Tampa Electric & Peoples Gas Systems 702 N Franklin St Tampa, FL 33602

Account Number	1580
Involce Number	144825
Invoice Date	07/11/2017
Payment Due	08/30/2017

#### INVOICE

Foundation Board/Trustee Dues		Charges \$7,500.00	Due \$7,500.00
	TOTALS	\$7,500.00	\$7,500.00

#### FEIN: 59-6209605

FELR: 35*92079005 The Florida Chamber of Commerce Foundation is a 501(c)(3) charitable organization. Contributions, including Trustee Dues, to the Florida Chamber of Commerce Foundation are deductible as charitable gifts for federal income tax. Sponsorships and fees peld to the Florida Chamber of Commerce Foundation are not deductible as charitable gifts but may be deductible as ordinary and necessary business expenses.

136 S. Bronough SL + P.O. Box 11309 + Tellahassee, FL 32302-3309 + (877) 521-1230 + www.PLFoundation.org

### TO ENSURE PROPER CREDIT, PLEASE RETURN THIS STUB WITH REMITTANCE

1580 Ms. Laura Crouch	Select Payment Method				
Tampa Electric & Peoples Gas Systems 702 N Franklin St	Card#	CI VISA	Смс		Creck Enclosed
Tampa, FL 33602	Exp Date Cardholders S	/ Hgnature	\$7,500.00		
7 dhart	Total Due	*****	\$7,500.00	Amount Paid	
	Invoice #		144825	Invoice Date	07/11/2017

Vision - The leading voice of business and the driving force for Florids's future. Mission - Leading Florids to a new and sustainable economy.

Affiliated with the Florida Chamber of Commerce, Inc. Florida Chamber Foundation • 136 8. Bronough SL • P.O. Box 11309 • Tatlahassee, FL 32302-3309 • (877) \$21-1230

## FEDC 2017 Sustaining Investor Benefits

<b>v</b>		1	1
	\$5,000+	\$2,500	\$1,600
Recognition:			
<ul> <li>Monthly Newsletter</li> </ul>	•		
• Social Media	•	•	•
<ul> <li>Enhanced Member Directory Listing</li> </ul>	•		•
Website Partners Page	•	•	•
<ul> <li>Regional Events</li> </ul>	•		
Invitation to Board Meetings	•		•
Invitation to Member Mixers	•	•	•
Opportunity to be a presenting sponsor of FEDC Member Mixer	•	•	
Opportunity to judge conference awards	•	•	
Three articles in newsletter	•		
Two articles in newsletter		•	
One article in newsletter			•
Opportunity to facilitate conference panel or session	٠		
Opportunity to present at one of four Regional Capacity Building Events	•		
Recognition as Supporter of Professional Development Scholarships	•		
Conference Registration for Two plus Exhibit Table	•		
Conference Registration for One		•	
Excel list of Members bi-annually	•		
Member List in Excel Format annually		•	
Opportunity to conduct two webinars annually	٠		
Opportunity to conduct one webinar annually			
Opportunity to host conference opening reception	•		
Two free postings to Job Links Page	•		
One free posting to Job Links Page		•	
Notice of Member RFPs for Services	•		
Invitation to Board Retreat	•		

# **Contact Us**

đ

We welcome you to contact us by emailing JIII Blackman, Manager, Membership & Programs at jblackman@fedconline.org to select the best membership option for your organization.



Mr. Alan Denham

P.O. Box 111

**Tampa Electric Company** 

Tampa, FL 33601-0111

**New Membership Investment** 

201

Date: 09/29/2017 Inv. No.: 172886 Account No.: 561

Remit To:

The Greater Brandon Chamber of Commerce 330 Pauls Dr., Suite 100 Brandon, FL 33511-4801 (813) 689-1221

DESCRIPTION		AMOUNT
2017-2018 Platinum upgrade and Sponsorship plan	an a	\$12,695.00
	Total:	\$12,695.00
	Paid:	\$0.00
	TOTAL DUE:	\$12,695.00

Thank You for Your Support Since 1962!

 Or pay online through the Member Portal at www.brandonchamber.com
 Card Number
 Expiration Date
 CVV8

 Signature
 Visa
 MasterCard
 AMEX
 Discover

Chamber dues may be deductible as an ordinary and necessary business expanse. A portion of dues, however, is notdeductible as an ordinary and necessary business expanse to the extent that the Chamber engages in state or federal lobbying. The nondeductible portion of your dues is 2%.

000# 19-7172

Greater Dade City Chamber of Commerce 14112 8th Street Dade City, FL 33525 Phone: (352) 567-3769

Fax: (352) 567-3770

MEMBER DUES INVOICE

2011

2

DATE: November 1, 2017

**INVOICE No 18539** 

To: James Adcock Tampa Electric Company-Pasco County 14520 5th Street Dade City, FL 33525

Company ID	ł	1452		
Date Joined		11/1999		
Phone	1	(352) 567-1685		

### Membership investment for 11/2017 Thru 10/2018

Description	,	Amount
Membership Invest Discount	nent	\$350.00 \$0.00
Than	k you for your continued support!	· l ben.
Cash	ership Dues can be paid by Visa, MasterCard, Am or Check.	ericen Express, which which and which which have been and the bar
Jun viviane gollos	The and the first of the	Sub Tatal \$350.00

**1st Notice** 

 Tax
 \$0.00

 Total
 \$350.00

 Paid
 \$0.00

 AMOUNT DUE
 \$350.00



ake Alfred Chamber of Commerc

115 Pomelo Street • P. O. Box 956 • Lake Alfred, FL 33850-0956 PHONE: (863) 875-7800 • FAX: (863) 875-7800 Website: www.lake-alfred.com E-mail: <u>lachamber@lake-alfred.com</u>

#### INVOICE

DATE: May 2, 2016

TO: Tampa Electric Company Attn: Doug Driggers

FOR: ANNUAL MEMBERSHIP DUES March 2016 – February 2017

4

AMOUNT:

**REMINDER NOTICE** 

\$ 300.00

Thank you for your desire to continue your partnership with the Lake Alfred Chamber. It is our pleasure to have your business as one of our members.

In order to serve you better, we will correspond with you via email. This allows us to better utilize the Chamber funds. You will receive all flyers, announcements, and "The Biz" (our monthly newsletter) in this manner. You will also be listed on our website at <u>www.lake-alfred.com</u> (Your email address will not be shared or forwarded - It will be for our use only) If you do not have email capabilities, please make note of that in the comment section below.

At this time, we are in the process of updating the web site and ask that you take a moment to review your current listing. Please check to see if your direct link is there (if applicable) and inform us of any changes and/or corrections that may be necessary so they can be included during this process. We would also appreciate any suggestions or comments you may have regarding features you would like to see added to the web site. This process will take several months to work through, so we ask for your patience as we continue to seek better ways to serve our members and business community.

John	Deaton,	President
------	---------	-----------

Ginny Wolfe, Executive Director

PLEASE REMIT Along with your Comments/Additions/Corrections	(See reverse for Annual Dues Schedule)
×	
FOR:	

Make Check Payable To:Lake Alfred Chamber of CommerceP.O. Box 956, Lake Alfred FL 33850

Please remit your Membership Renewal no later than March 3/31/16 . . Thank You!

Enclosed is My (2016-2017) Membership Renewal ...... \$_____

COMMENTS / ADDITIONS / CORRECTIONS: (Attach additional sheet if needed)



DATE 12/01/2016	ACCOUNT SUMMARY Balance Forward Payments and credits between 12/01/2016 and 02/28/2017 New charges (details below) Total Amount Due	Annual Dues	AMOUNT \$320.00 0.00 550.00 \$870.00
ACTIVITY			AMOUNT
Breakfast Sponsorsh 2017 January Break	ip fast Sponsorship 1 @ \$550.00		550.00

2017 January Breakfast Sponsorship, 1 @ \$550,00

ANCE DUE	\$870.00
+ Annual Dennier	350.00

TOTAL \$1,220.00

550.00

Hi Doug' Haniegen for four

Support

TOTAL OF NEW CHARGES

BALANCE DUE

GREATER PLANT CITY GREATER PLANT CITY 106 North Evers Street Plant City, FL 33564 813-754-3707 | fax: Info@plantcity.org

Invoice Invoice Date: 4/17/17 Invoice Number: 1030538

Tampa Electric Company Doug Driggers 405 W. Dr. M. L. King Jr. Blvd. Plant City, FL 33563

	1	Terms	Due Date	
		Net	5/17/17	
Description	Quantity	Rate	Amount	
Membership Dues - Renewal	1	\$590.00	\$590.00	
Voluntary Contribution for Technology Fund	1	\$25.00	\$25.00	
		Subtotal:	\$615.00	
		Tax:	\$0.00	
	Totai:			
	Payment/Credit Applied:			
		Balance:	\$615.00	

Nail, Julie A.

Subject:		Sei					
	isplay Currency	Seneral Ledger	View				
Data Entry View Document Number	9200057652	Company Code	2201	Fiscal Year	2017		
Document Date	11/06/2017	Posting Date	12/31/2017	Period	12		
Reference		Cross-Comp.No.					
Currency	USD	Texts exist		Ledger Group			
G ▲ 〒 M T CoCd Item Key S Acco 2201 48 40 5790	1 m 4/41 m -	2	Amount Ordar 645.03	Assignment Greater Rivervia	1	Profit Center P01001	Cost Center F253002

1

Cross-CCode No.	9200007999220117	Туре	YB Pcard
Posting Date	02/28/2017		
CoCd Company Name 2201 Tampa Stactric Co 2301 Peoples Gas Syste	and a second s	USD 15,618.17	

9	主王的	Υ. Σ	. ½. 🔮 🖓 🗗 🖫 🚺	
CoCd	Item Key S	Account	Description *	Amount Order
2201	4 40	6790055	Economic Development	400.00
	F 40	F100100	<i>n a</i>	

Assignment Sunctyctrchmbrco Profit Center Cost Center P01001 F253002



Greater Tampa Chamber of Commerce P.O. Box 420 Tampa, FL 33601

> **Chuck Hinson** TECO Energy, Inc. 702 N. Franklin Street Tampa, FL 33602

	1	
ð	1,	

2

#### Invoice

244508 Invoice Number: Invoice Date: 09/20/2016

2546 Member ID: Date Due: 01/01/2017

Description /	Qty	Rate	Amount		
Chamber Membership Dues	1.00	18,000.00	\$18,000.00		
01/01/2017 to 12/31/2017			, 1		
Optional Enhanced Listing Ad			\$120.00		
fake your company stand out with an Enhanced Member Dire	ectory Listing	Total:	\$18,120.00		
or \$120 a year, Chamber Members can add their business logo to their on		Amt Paid:	\$0.00		
usiness directory listing. This is an inexpensive way to market your busin	1035	Ant Fant;	30.00		
nd stand out from the other companies in your business category.	:	Balance Duc:			
inenhanced Listing:	Bahenced Listing	Ros-Crass 6	18,000.		
Greater Tampa Chamber of Commerce	Genetiir Temps C	Tumber of Comme			
201 N. Franklan Street	201 N. Frankleo Stre	201 N. Franklan Street			
Ruite 201	State 201				
'ange , FL 33602	Tamps . FL 33602	10 1004g ; 5 7			
(813) 228-7777	(813) 228-7777 Member Sence: 188:				
Sember Binon: 1885	Learn Mare ' Visit S	Jan			
	Frems PPCLO . P Brit 1	mal snow on design to	44.3×2		

Picase note that 4% of dues paid is allocable to certain lobbying activities and is therefore nondeductible. These lobbying activities do not include the participation in any political campaign for any candidate for public office.

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TECO Energy, Inc. 702 N. Franklin Street Tampa, FL 33602	Member ID: 2 Invoice Number: 24 Due Date: 01/01/ Total Due: \$18,1	44508 /2017 20.00	Payment Enclosed: \$ Make checks payable to: Greater Tampa Chamber of Commerce P.O. Box 420 Tampa, FL 33601				
Please verify address and provide corre	ctions below:		Convenient fax paymu (813) 377-3492	nt option	s at:		
Organization Name:			Charge:				
Primary Billing Person:	an a		VISA		American Express		
Mailing Address:			Mastercard		Discover		

City, State, Zipcode:	Versus scandbollspelitight gifts - Addressed American Stream an aparticipited in the
Mailing Address:	and a subscription of the second s
	CONTRACTOR OF A

Charge:	
VISA	American Express
Mastercard	Discover
Card No.	Exp. Date
Signature	Billing Zip

	053919220117	Туре	1	YB	Pcard
Posting Date 11/3	10/2017				
CoCd [®] Company Name	Exch.rate TransiDate	Curr	Total		
2002 TECO Services, Inc.	11/30/2017	USD	312.51		
2201 Tampa Electric Company	y 11/30/2017	USD	20,725.66		

#### 雪兰〒林 ▼.IΣ. 茨.·鲁鲁图 图. 縣/门

	Item Key S 29 40 30 40		Description M&S OS Purchases Economic Development	e.	Amount Orde 412.00 1200 1,700.00	0359	Assignment Ww Grainger Greater Temple T	Profit Center P01001 P01001	Cost Center F253002
--	------------------------------	--	---------------------------------------------------------	----	----------------------------------------	------	-----------------------------------------------	-----------------------------------	------------------------

	6	2024	91-16	34
WESLEY CHAPEL Chamber of Commerce	Greater Wesley Chapel Chamber Coansterce 6013 Wesley Grove Blvd., #105 Wesley Chapel, FL 33544 (\$13) 994-8534   fax: (\$13) 994-81 office@wesleychapelchamber.com		Invoice Date: Invoice Number:	8/1/17 15649
Tampa Electric Company Jimmy Adcock 14520 5th St Dade City, FL 33523		20	ric.	
Thank you for being a Men	nber!			
		-	Terms Net 45	Due Date 9/15/17
Descrip Renewal Premier Membership	otion	Quantity	Rate \$588.00	Amount S580.00
FROM: Tampa Electric Company Jimmy Adoock 14520 5th St Dade City, FL 33523 Please remail payment for Greater Wesley Chandle Chamber of C	( <i>пеше гоштя</i> ны роллон чи	your record	Anount Du	5590.00 5100 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.00 5500.0
Greater Wesley Chapel Chamber of ( 6013 Wesley Grove Blvd., #105 Wesley Chapel, FL 33544	Commerce	A	mount Paid \$	

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0001 91-1941 2

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## **INVOICE #2018-101**

DATE: OCTOBER 10, 2017

\$25,000.00

Pasco Economic Development Council, Inc.

16506 Pointe Village Drive, Suite 101, Lutz, FL 33558 Phone 813-926-0827 Fax 813-926-0829 Suzenne@pascoedc.com

¹⁰ Mr. James D. Adcock TECO/Emera

QUANITY	DESCRIPTION	INVESTOR LEVEL	CHARGE
1	Membership/investment	Policy Council	\$25,000.00
	<ul> <li>POLICY COUNCIL Annual Investment</li> <li>Two senior level representatives:     "Seat on Policy Council     "Seat on Pasco EDC Board of Directors</li> <li>Company logo prominently displayed on Pasco EDC homepage</li> <li>Prominent signage at all Pasco EDC events</li> <li>Company highlighted on Pasco EDC website</li> <li>Eligibility for special invitation-only events</li> <li>Opportunity to represent Pasco EDC on other boards</li> <li>Invitation to Investor-Only events</li> <li>Prominent recognition in Year End Report</li> <li>Opportunity to serve on or chair Task Forces</li> </ul>	and mail	and a
	Your investment is 100% tax deductible.	1 crumat	V I
TAX ID #59-2 YOUR INVEST	031062 IMENT IS 100% TAX DEDUCTIBLE	PAYMENT	\$25,000.00

See email for cost breakdown. The!

Make all checks payable to Pasco Economic Development Council PLEASE REMIT UPON RECEIPT

PCEDC	Plant City Economic Development Corpora 1804 James L. Redman Pkwy Plant City, FL 33563 www.plantcityedc.com	roll
BILL TO Doug Driggers TECO 1898 Nucclo Pkwy Tampa, FI 33605		INVOICE 118 DATE 12 04 20 7 TERMS Nel 30 DUE DATE 01 03.20 8

ACTIVITY	AMOUNT
Voting Member	10,000.00

TOTAL DUE \$10,000.00

Remit payment to Center State Bank David Sulfivan 1804 James L. Redman Pkwy Plant City, Fl 33563

POLK STATE COLLEGE undation

999 Avenue H NE Winter Haven, FL 33881

.

Mr. Nick Plott Tampa Electric/Peoples Gas - An Emera Company 702 N. Franklin Street Tampa, FL 33602

7.01

**INVOICE** 

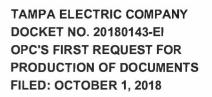
DATE: November 14, 2017

Inv#TE2018

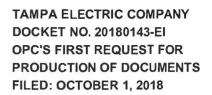
DESCRIPTION		AMOUNT
William N. Ryan Golf Classic-Corporate Sponsor	\$	2,000.00
Wise & Witty Women and Many Magnificent Men-Presenting Sponsor	\$	2,500.00
Clays for Courts-Team Sponsor	\$	1,000.00
Wine for Wisdom-Solomon Sponsor	\$	5,000.00
President's Circle-Doctorate Level Membership	5	2,000.00
Presidential Inauguration of Dr. Angela Garcia Falconetti	\$	5,000.00
Thank you for helping to transform lives	TAL \$	17,500.00

through the power of a Polk State College education.

Please make checks payable to Polk State College Foundation 999 Avenue H, NE Winter Haven, FL 33881



S/L Account	6790055	S onor	nic Develop	ment	
Company Code	2201 Tampa Electric Company				Doc. no. 9200057960
Line Item 12 / Deb	pit entry / 40				
Amount	400.00		USD		
Tax Code					
Tax Jur.					
Additional Account	Assignments				
	Assignments				
Business Area	E253002		-	Order	
Business Area Cost Center		0	c	Order	
Business Area Cost Center Sales Order		0	C	Order Network	
Business Area Cost Center Sales Order WBS element		0	C		📑 More
Business Area Cost Center Sales Order WBS element Cost Object		0	С		📑 More
Business Area Cost Center Sales Order WBS element Cost Object Purchasing Doc.			С		📑 More
Additional Account Business Area Cost Center Sales Order WBS element Cost Object Purchasing Doc. Quantity Assignment	<b>F253</b> 002	0	С		📑 More



					Doc. no. 9200057850
Line Item 37 / Deb	it entry / 40				
Amount	600.00		USD		
Tax Code					
Tax Jur.					
	F253002			Order	
Cost Center	F253002	D	0	Order	
Cost Center Sales Order	F253002	D	0	Order	
Sales Order WBS element	F253002	D	0		📑 More
Cost Center Sales Order WBS element Cost Object	F253002	0	0		📑 More
Cost Center Sales Order WBS element	F2530D2 0.000		0		C More
Cost Center Sales Order WBS element Cost Object Purchasing Doc.		0	0		📑 More

Tampa Hillsborough Economic Development Corp.

101 E. Kennedy Blvd. Suite 1750 Tampa, FL 33602

ВШТо	
TECO	
702 N. Franklin Street	
Tampa, FL 33602	
	3
	1
	1

Description		Amount
Circle of Champions Investment		50,000.0
		ø
· · ·	Total	ana ang ang ang ang ang ang ang ang ang

11018

## Invoice

Invoice #
707

## Invoice

Date

12/1/2017

Invoice #

732

Tampa Hillsborough Economic Development Corp.

101 E. Kennedy Blvd. Suite 1750 Tampa, FL 33602

Bill To	
TECO	
702 N. Franklin Street	
Tampa, FL 33602	

Description		Amount
Circle of Champions Supplemental Investment		5,000.00
	Total	\$5,000.00

7.61

-

Upper Tampa Bay Chamber of Commerce 101 State Street W. Oldsmar, FL 34677 (813) 855-4233 | fax: (813) 854-1237 mhowe@utbchamber.com

Invoice					
Invoice	Date:	11/1/17			
Invoice	Number:	5570			

Tampa Electric Company Leroy Sullivan Junior 8416 Palm River Rd Attn: Leroy Sullivan Jr. Tampa, FL 33619

		Terms Net 60	Due Date 1/1/18
Description	Quantity	Rate	Amount
Corporate Gold Sponsorship	1	\$12,000.00	\$12,000,00
		Subtotal: Tax:	\$12,000.00
		Total:	\$0.00 \$12,000.00
	Paym	ent/Credit Appfled:	\$0.00
		Balance:	\$12,000.00

#### Thank you for your support of the Upper Tampa Bay Chamber of Commerce

	Please return thi	s portion with your payment.	
Member Name: Tampa El	ectric Company		<b>Invoice #: 5570</b>
Payment Amount: \$	and a state of the		
Payment Method: Check # Make all checks payable to Up information below.	per Tampa Bay Chamber of	dit Card Commerce or enter credit card	
Address	and the second	-	
City/State/Zip		-	
Credit Card #: card)	Exp. Date:	CVV Code (3 digits on back of	
Name on Card:	Sign	ature:	



Company Code 2201 Tampa Electric Company

Doc. no. 9200021782

Amount	200.00	USD
Tax Code		
Tax Jur.	USFL33602XXXX0	

Additional	Account Assignments	
Personal Providence of the Person of the Per		
Distance .	Areas	

Text	2017 dues We		hamber		To Long text
Assignment	West Tampa	Chamb			
Quantity	0.000				
Purchasing Doc.		0			
Cost Object					C More
WBS element				Network	
Sales Order		0	0		
Cost Center	F253002			Order	
DUSINESS Area					



401 Ave. B NW Winter Haven, Fl. 33881 Phone 863-293-2138

**TO: NICK PLOTT** Tampa Electric Co 1170 6th St NW Winter Haven, FL 33881

2017

INVOICE

INVOICE #34022 CUSTOMER ID: 520 DATE: OCTOBER 1, 2017 INVOICE DUE DATE: DUE UPON RECEIPT

REMIT PAYMENT TO: Greater Winter Haven Chamber of Commerce 401 Ave B NW Winter Haven, Fl. 33681 Phone 863-293-

Date	DESCRIPTION	TOTAL
10-1-2017	Membership Investment 10/1/17-9/30/18	\$5,775.00

TOTAL DUE

\$5,775.00

Make all checks payable to the Greater Winter Haven Chamber of Commerce. If you have any questions concerning this invoice, contact Jennifer Romberger at 863-293-2138,

Thank you!

Winter Haven Economic Development Council 401 Ave B NW Winter Haven, FL 33881 863-837-5280 Office 877-252-8389 Fax www.whedc.com contact@whedc.com

**Nick Plott** Tampa Electric P.O. Box 31318 Tampa, FL 33631-3318

38.

Yr 2018



## Invoice

Date Invoice # 10/31/2017

1195

Terms

**Net 30** 

Description	Rate	Amount
Membership Dues	5,000.00	5,000.00
Thank you for your support of the Winter Haven EDC		
		01
~ We greatly appreciate your support ~		

Total

\$5,000.00



Ybor City Chamber of Commerce 1800 E. 9th Ave. Tampa, FL 33605 (813) 248-3712 fax: (813) 247-1764

### Invoice

Date	Invoice #
8/14/17	2873

#### Bill To

Tampa Electric Co. Alan Denham PO Box 111 Tampa, FL 33601

Terms	Due Date
Net 30	9/13/17

Description	Quantity	Rate	Amount
Marti Sponsor Membershlp	1	\$2,500.00	\$2,500.00
		Subtotal:	\$2,500.00
		Tax:	\$0.00
	n gandana da ana ang ang ang ang ang ang ang ang an	Total:	\$2,500.00
a unaversitativo Lefforto a rango con anticamenta de de da canado de mando de mando de manda da canada da canad	Payme	nt/Credit Applied:	\$0.00
	an and the second production of the second of the second second second second second second second second second	Total Due:	\$2,500.00

Thank you for supporting the Ybor City Chamber of Commerce.

#### **Community Relations**

#### OPC 1st Request PODs: 2

Organizations by Rule Category	2017 (\$)
25-6.0426(a)4	12,500

# FLORIDA

January 18, 2017 Laura R. Crouch, Director Local Government, Community Relations & Economic Development Tampa Electric 702 N. Franklin Street Tampa, FL 33602

#### 2017 Team Florida Marketing Partnership

Investment for calendar year 2017 to support marketing, advertising, communications and outreach campaigns to promote Florida for business investment

12500 253001 TEC 12500 390150 PGS 25,000 - 76404 CORPTER

\$50,000.00

Please remit by December 31, 2017 to:

Enterprise Florida, Inc. c/o Accounting 800 North Magnolia Avenue, Suite 1100 Orlando, FL 32803 407-956-5600

Tax ID # 59-3165226

1.6



#### Community Relations OPC 1st Request PODs: 2

Organizations by Rule Category	2017 (\$)
25-6.0426(a)5	18,500



4 . . .

201 North Franklin Street, Suite 2900 Tampa, FL 33602

### INVOICE

				and the party of the second
Laura Crouch				
TECO, an Emera Company		Invoi	ce #: 272-18	
702 N Franklin St				
Tampa, FL 33602			ce Date: 11/9.	
		Due	Date: 12/3	1/17
DESCRIPTION	,		AMOUNT	N
Partnership Dues and Annual Sp	onsorship		\$25,000.00	
	Total D	ue:	\$25,000.00	
PAYMENT OPTIONS				
Company Name: TECO, an Emera C	Company	94		
Partner ID # 272				
Invoice # 272-18				
Pay by Credit Card     Online at <u>VisitTampaBay.cr</u> Complete section below 8				
	Name (as it appears on card):			
	Name (as it appears on card):			
				······································
	Billing address:			Exp. Date:
Pay by Check Please send payment to:	Billing address:			Exp. Date:
Please send payment to: Visit Tampa Bay   ATTN: Partne	Billing address: Card Number: Signature:			Exp. Date:
Visit Tampa Bay   ATTN: Partn 201 North Jackson Street, Suite	Billing address: Card Number: Signature:			Exp. Date:
Please send payment to: Visit Tampa Bay   ATTN: Partne	Billing address: Card Number: Signature:			Exp. Date:

For questions or to schedule a payment plan, please contact Joyce Fisk at JFisk@VisitTampaBay.com or (813) 218-3841.

Community Relations OPC 1st Request PODs: 2

Organizations by Rule Category	2017 (\$)
25-6.0426(a)6	20,850

ANIN STREET	The second secon		Invoice
Winter O Haven	2011	DATE	INVOICE #
Į – – – – – – – – – – – – – – – – – – –	-	7/14/2017	708
ВШТо			
TECO Att Cindy Price PO Box 271 Winter Haven, FL 33882			
DESCR	IPTION	Amount	)
Corporate Level Member 2017-2018 rene	wal	2,500.00	)

Thank you for Supporting Main Str	TOTAL \$2,500.00 PM
I have enclosed a check payable to: Main Street Winter Haven, Inc.	V
I WISH TO CHARGE MY VISAMASTERCARD CARD #	Main Street Winter Haven, Inc. P.O. Box 2074
BILLING ZIP CODE	Winter Haven, FL 33883
SIGNATURE:	A corporation not for profit A 501 (c) (3) organization (FDACS # SC-0705)



2012

DATE	INVOICE #	
7/1/2017	19631	

#### Mailing Address

Tampa Electric Company Laura Crouch PO Box 1111 Tampa, FL 33601

		DUE DATE	Member Since: 1986/1987
		7/1/2017	
ITEM	DESCRIPTION	Í	AMOUNT
Leader - 16/17	FY17/18 Membership Dues - Leader Level July 1, 2017 through June 30, 2018		10,000.00
hank you for your suppor	1 tl	Total	\$10,000.00

Tampa Innovation Alliance PO Box 82497 Tampa, Florida 33682 Contact: Kelley K. Sims Tel: (813) 833-1894



#### INVOICE

#### **BILL TO**

Julie Nail TECO 702 N Franklin St Tampa, FL 33602

COMMITMENT DESCRIPTION

2018 Advisory Board

Membership Dues

10,000

TOTAL DUE

\$10,000

Thank you for your membership & involvement with the Ip and your support of the Innovation Gathering

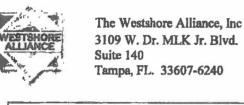
*** If you would like to pay by credit card, please call Bonnie at 813-789-7775

2017

Invoice

Invoice #
15763

FEIN # 59-2330147



.

4.0

3109 W. Dr. MLK Jr. Blvd. Suite 140 Tampa, FL. 33607-6240

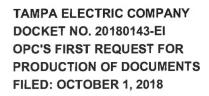
Bill To

Tampa Electric/Peoples Gas Julie Nail Post Office Box 111 Tampa, FL. 33601

Description		Amount
Company Memhership - Renewal Dues **October 2017 - September 2018**		2,750.00
Make checks payable to Westshore Alliance and mail to address above. To pay with your credit card**complete the required information below and return via email. Credit Card#		
**We gladly accept Visa, MasterCard, Discover and American Express.**	Total	\$2,750.0

SCARNED ES GUDUA

Phone # 813-289-5488



#### Community Relations OPC 1st Request PODs: 2

Organizations by Rule Category	2017 (\$)
25-6.0426(a)7	25,000



Greater Tampa Chamber of Commerce P.O. Box 420 Tampa, FL 33601 MBA

Invoice Number: Invoice Date:

253435 11/29/2017 🗸

Invoice

Member ID: Date Due:

2546 08/11/2017

Laura Crouch TECO 702 N. Franklin Street Plaza 9 Tampa, FL 33802

Description	Qty	Rate	Amount
Year 1 of 2 Founding Sponsor – Minority Business Accelerator Program 2018 Minority Business Accelerator Founding Sponsors	1	25,000.00	\$25,000.00
		Totai Due:	\$25,000.00
	مارينى مى مى مى	Amount Paid:	\$0.00
		Grand Total:	\$25,000.00

×

TECO 702 N. Franklin Street Plaza 0 Tampa, FL 33602	Member ID: Invoice Number: Due Date: Total Due:	2546 253435 08/11/2017 \$25,000.00	Amount Enclosed: § Make checks payable to: Greater Tampa Chamber of C P.O. Box 420 Tampa, FL 33601	commerce Foundation
Please verify address and provide co	rrections below:		Convenient fax payment opti Charge:	on at: (813) 377-3492
Organization Name:			A tites Bas	
Primary Billing Person:			VISA Mastercard	AMEX Discover
Mailing Address:			Card No.	
			Exp Date	CVV No.
City, State, Zipcode:			Signature	Billing Zip



#### Community Relations OPC 1st Request PODs: 2

25-6.0426(a)3 AUBURNDALE CHAMBER CARROLLWOOD AREA BUSINESS CENTRAL FLORIDA ECONOMIC DEVELOPMENT COUNCIL ELECTRIC POWER RESEARCH INSTITUTE ENTERPRISE FLORIDA INC FLORIDA CHAMBER FOUNDATION FLORIDA ECONOMIC DEVELOPMENT COUNCIL GREATER BRANDON CHAMBER GREATER DADE CITY CHAMBER GREATER LAKE ALFRED CHAMBER GREATER MULBERRY CHAMBER GREATER PLANT CITY CHAMBER	Year to Date 94,709 275 18,000 62,500 3,750
AUBURNDALE CHAMBER CARROLLWOOD AREA BUSINESS CENTRAL FLORIDA ECONOMIC DEVELOPMENT COUNCIL ELECTRIC POWER RESEARCH INSTITUTE ENTERPRISE FLORIDA INC FLORIDA CHAMBER FOUNDATION FLORIDA ECONOMIC DEVELOPMENT COUNCIL GREATER BRANDON CHAMBER GREATER DADE CITY CHAMBER GREATER LAKE ALFRED CHAMBER GREATER MULBERRY CHAMBER GREATER PLANT CITY CHAMBER GREATER PLANT CITY CHAMBER	275 18,000 62,500
CARROLLWOOD AREA BUSINESS CENTRAL FLORIDA ECONOMIC DEVELOPMENT COUNCIL ELECTRIC POWER RESEARCH INSTITUTE ENTERPRISE FLORIDA INC FLORIDA CHAMBER FOUNDATION FLORIDA ECONOMIC DEVELOPMENT COUNCIL GREATER BRANDON CHAMBER GREATER DADE CITY CHAMBER GREATER LAKE ALFRED CHAMBER GREATER MULBERRY CHAMBER GREATER PLANT CITY CHAMBER	18,000 62,500
CENTRAL FLORIDA ECONOMIC DEVELOPMENT COUNCIL ELECTRIC POWER RESEARCH INSTITUTE ENTERPRISE FLORIDA INC FLORIDA CHAMBER FOUNDATION FLORIDA ECONOMIC DEVELOPMENT COUNCIL GREATER BRANDON CHAMBER GREATER DADE CITY CHAMBER GREATER LAKE ALFRED CHAMBER GREATER MULBERRY CHAMBER GREATER PLANT CITY CHAMBER	18,000 62,500
ELECTRIC POWER RESEARCH INSTITUTE ENTERPRISE FLORIDA INC FLORIDA CHAMBER FOUNDATION FLORIDA ECONOMIC DEVELOPMENT COUNCIL GREATER BRANDON CHAMBER GREATER DADE CITY CHAMBER GREATER LAKE ALFRED CHAMBER GREATER MULBERRY CHAMBER GREATER PLANT CITY CHAMBER	62,500
ENTERPRISE FLORIDA INC FLORIDA CHAMBER FOUNDATION FLORIDA ECONOMIC DEVELOPMENT COUNCIL GREATER BRANDON CHAMBER GREATER DADE CITY CHAMBER GREATER LAKE ALFRED CHAMBER GREATER MULBERRY CHAMBER GREATER PLANT CITY CHAMBER	62,500
FLORIDA CHAMBER FOUNDATION FLORIDA ECONOMIC DEVELOPMENT COUNCIL GREATER BRANDON CHAMBER GREATER DADE CITY CHAMBER GREATER LAKE ALFRED CHAMBER GREATER MULBERRY CHAMBER GREATER PLANT CITY CHAMBER	+
FLORIDA ECONOMIC DEVELOPMENT COUNCIL GREATER BRANDON CHAMBER GREATER DADE CITY CHAMBER GREATER LAKE ALFRED CHAMBER GREATER MULBERRY CHAMBER GREATER PLANT CITY CHAMBER	3,750
GREATER BRANDON CHAMBER GREATER DADE CITY CHAMBER GREATER LAKE ALFRED CHAMBER GREATER MULBERRY CHAMBER GREATER PLANT CITY CHAMBER	1
GREATER DADE CITY CHAMBER GREATER LAKE ALFRED CHAMBER GREATER MULBERRY CHAMBER GREATER PLANT CITY CHAMBER	
GREATER LAKE ALFRED CHAMBER GREATER MULBERRY CHAMBER GREATER PLANT CITY CHAMBER	
GREATER MULBERRY CHAMBER GREATER PLANT CITY CHAMBER	200
GREATER PLANT CITY CHAMBER	300
	320
	615
GREATER RIVERVIEW CHAMBER	
GREATER RUSKIN CHAMBER	
GREATER TAMPA CHAMBER	
SREATER TEMPLE TERRACE CHAMBER	
SREATER WESLEY CHAPEL CHAMBER	
ONE PALM GOLF CLUB	1,926
NORTH TAMPA CHAMBER	250
PASCO ECONOMIC DEVELOPMENT COUNCIL	1,350
PLANT CITY ECONOMIC DEVELOPEMENT	
PLANT CITY OPTIMIST CLUB	-
POLK STATE COLLEGE FOUNDATION PRESIDENTS CIRCLE	
RIDGE LEAGUE OF CITIES INC	
OUTH TAMPA CHAMBER	423
OUTHSHORE CHAMBER	-
SUN CITY CHAMBER	-
AMPA HILLSBOROUGH ECONOMIC DEVELOPMENT CORP	
JPPER TAMPA BAY CHAMBER	
VEST TAMPA CHAMBER	-
WINTER HAVEN CHAMBER	
VINTER HAVEN ECONOMIC DEVELOPMENT	5,000
/BOR CITY CHAMBER	
25-6.0426(a)4	
INTERPRISE FLORIDA INC - TEAM FLORIDA	
5-6.0426(a)5	26,000
DRIVE ELECTRIC FLORIDA	1,000
AMPA BAY PARTNERSHIP INC	25,000
ANIFA DAT FARTINE ASHIF INC.	25,000
	7,500
25-6.0426(a)6	7,500
	7 500
AMPA DOWNTOWN PARTNERSHIP INC	7,500
VESTSHORE ALLIANCE INC	
5-6.0426(a)7	-
REATER TAMPA CHAMBER - MINORITY BUSINESS ACCELERA Frand Total	TOR 128,209

Please note: the Electric Power Research Institute charge was charged in error to Economic Development expense. This will be adjusted in a subsequent period.

Please note: the Lone Palm Golf Club charge was charged in error to Economic Development expense. This will be adjusted in a subsequent period.

Please note: the Drive Electric Florida charge was charged in error to Economic Development expense. This will be adjusted in a subsequent period.

Note: The expenses listed in the chart above represent the Tampa Electric portion of the payment made to the organization. The attached invoices represent the gross amount of the expense, which in some cases is greater than that represented on the chart (i.e., Tampa Electric was allocated a portion of the invoiced amount, not the entire invoiced amount).

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TAMPA ELECTRIC COMPANY DOCKET NO. 20180143-EI OPC'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS FILED: OCTOBER 1, 2018

#### **Community Relations**

#### OPC 1st Request PODs: 2

Organizations by Rule Category	2018 (\$) Year to Date
25-6.0426(a)3	94,709

Carrolhwood Area Business Association (CABA) 13014 North Date Mabry Hwy #338 #338 Tampa, FL 33618 (813) 264-0006 | fax: caba@usecaba.com

Invoice

Invoice Date: 7/31/18 Invoice Number: 300005095 Account ID:

Tampa Electric Co. Alan Denham PO Box 111 Tampa, FL 33601

Thank you for your continued support of CABA - the Best Business Address in Tampa Bay!

			Terms	Due Date
			Due upon receipt	7/31/18
alan salat tana tana tana sa	Description	Quantity	Rate	Amount
CABA Mem	bership Renewal	Interpret nervice a present or provide the ball of the ball we	\$275.00	\$275.00
No 1 1979 N. L. P 9 7		alafarality ba, alarahatan a ananan a dalar da ananan anana anana ana anana a suad	Subtotal:	\$275.00
ura ang Kongerte Mikeurikak'i Cak	anna ann a san ann an tha ann a stàraichte ann an tha ann ann ann ann an ann an ann an ann an a	and a supervision of the second s	Tax:	\$0.00
ويواجو ويترونه والمرومين والمروم والمروم	na annanan maganaga dananan ku paka na dalahanan baharan kun kanan dang dang dang dang dang dang dang	n miner filler mendle vom just – som ut in stylister i de seneret mende in eineret	Total:	\$275.00
kanalipp from ally profes on an all present	aan bis saraan in aanaadh argenadh ee a sann tagan ange intan orge tij aabdafbabbe sabh hefnene Badthin Arbhefb	Pay	ment/Credit Applied:	\$0.00
	ра таларандан дарардар философия ф. Бегерлей (Вонула Романии Станкии Станкии) бала сала сала сала сала сала са	na anagalan managalan (Santa) manan 19.1 milan dikabanan baharan 19.1 milan dikabanan baharan baharan baharan b	Balance;	\$275.00

## Sales / Invoices

Page: 1/1 Invoice #: 2019-001 Date: 6/11/2018

Enterprise Florida, Inc. Attention: Accounting 800 North Magnolia Avenue Suite 1100 Oriando, FL 32803

J

Nancy Tower President and CEO TECO Energy 702 N Franklin Street Tampa, FL 33602

.

Purchase Order	Customer ID	Salesperson ID	Shipping Method	Payment Terms ID
	TEC0001			Due upon receipt
Description: FY 2018/19 Board Seat Due	s (Period: 7/1/18 - 6/30/19)	) )		Amount \$50,000
	3	01		

Subtotal	\$50,000
Tax	\$0
Freight	\$0
Payment	\$0
Total Due	\$50,000



2018

Ms. Laura Crouch Director - Local Government, Community Relations & Economic Development Tampa Electric & Peoples Gas Systems PO Box 111 Tampa, FL 33601

Account Number	1580
Invoice Number	147577
Involce Date	05/30/2018
Payment Due	07/31/2018

#### INVOICE

Foundation Board/Trustee Dues		<b>Charges</b>	<b>Due</b>
For: Dues Period 08/01/2018 - 07/31/2019		\$7,500.00	\$7,500.00
	TOTALS	\$7,500.00	\$7,500.00

FEIN: 59-6209605

1. 1. A. J.

The Florida Chamber of Commerce Foundation is a 501(c)(3) charitable organization. Contributions, including Trustee Dues, to the Florida Chamber of Commerce Foundation are deductible as charitable gifts for federal income tax. Sponsorships and fees paid to the Florida Chamber of Commerce Foundation are not deductible as charitable gifts but may be deductible as ordinary and necessary business expenses.

136 S. Bronough St. = P.O. Box 11309 = Tallahassee, FL 32302-3309 = (877) 521-1230 = www.FLFoundation.org

#### TO ENSURE PROPER CREDIT, PLEASE RETURN THIS STUB WITH REMITTANCE

1580	SELECT PAYMENT METHOD				
Ms. Laura Crouch Director - Local Government, Community Relations & Economic Development Tampa Electric & Peoples Gas Systems PO Box 111 Tampa, FL 33601	Discover Card# — Exp Date Cardholders		⊡ мс ,500.00		Check Enclosed
8 dhart	Total Due Invoice #	•	7,500.00 147577	Amount Paid Invoice Date	05/30/2018

Vision - The leading voice of business and the driving force for Florida's future. Mission - Leading Florida to a new and sustainable economy.

Antenos - Leading Fishing to a new and suscember Courtery.

Affiliated with the Florida Chamber of Commerce, Inc. Florida Chamber Foundation = 136 S. Bronough St. = P.O. Box 11309 = Tallahassee, FL 32302-3309 = (877) 521-1230



# Lake Alfred Chamber of Commerce

115 Pornolo Street * P. O. Berc 988 * Lake Allred, FL. 33350-0956 Phone (863) 875-7800 * FAX (863) 875-7800 Wabsite: Informities:com * E-mail: Inchamber: Agmetic.com

#### **MEMBERSHIP** INFORMATION

Please Complete and Return
Business Name TAMPA ELECTRIC
Mailing Address AD5 W. De. M. L. KING JE. BL.
Business Address
Phone <u>83-728-1633</u> Fax Cell
E-Mail* dkdnggerse tecoenergy.com websies unter tamprelectric.com
Name of Owner Manager
Preferred contact Doug Dergspes
Type of Business
Date Business was Established 1899
To help us promote your business, either by referral or website listing, please describe your primary products or services.
Market area: Local 🖌 State 🗌 National 🗌 International 🗌 # of Employees: Full Time 🔲 Part Time 🗍
vesuesessessessessessessessessessessesses
() 1-10 employees\$90.00 () Individual Membership\$60.00
( ) 11-25 employees\$120.00 ( ) Chutch/Non-Profits\$60.00
() 26-59 employees\$150.00 () Civic Organization\$60.00
(>) 51-200 employees
( ) 201 and up\$600.00
*Your enail addances is for Chumber Communications use only. It will not be shared or forwarded.
Return form to: Lake Alfred Chamber of Commerce PO Box 956, Lake Alfred, FL 33850

Date Received at Chamber Office:





## NORTH TAMPA BAY

Tampa Electric Company Jimmy Adcock 14520 5th St Dade City, FL 33523

200# 91 - 1446 Print Invoices

North Tampa Bay Chamber 1868 Highland Oaks Blvd. Suite A Invoice Lutz, FL 33559 (813) 994-8534 J fax: (813) 994. 8154 office@northtampabaychamber.com Invoice Number:

8/1/18

17857



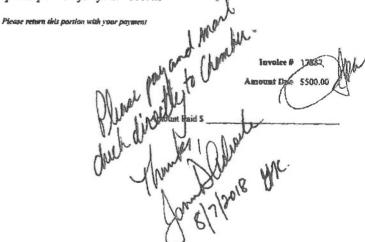
Thank you for being a North Tampa Bay Chamber Member!

**	Terms	Due Date	
Net 30		8/31/18	
Quantity	Rate	Amount	
1	5500,00	\$500.00	
	Subtotal: Tax: Total:	\$500.00 \$0.00 \$580.00	
Payr	ment/Credit Applied:	\$0.00	
	Balance:	\$500.00	
	1	Net 30 Quantity Rate I \$500.00 Subtotal: Tax: Total: Payment/Credit Applied:	

Keep this portion for your records

FROM: Tampa Electric Company Jimmy Adcock 14520 5th St Dade City, FL 33523

<u>Elease result nevresst ta:</u> North Tamps Bay Chamber 1868 Highland Oaks Blvd. Suite A Lutz, FL 33559



See email to ast preakdown. po

https://secure2.chamber/vester.com/directory/tep/billing/invoices/dig/Printinvoices.jsp?templatelD=20812

42/48





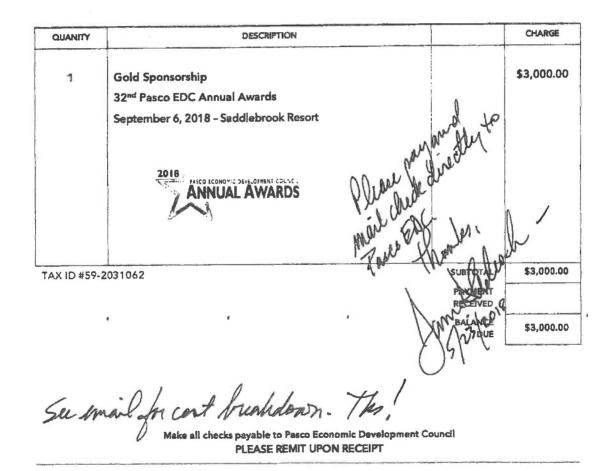
## 0004 91 - 1042

Pasco Economic Development Council, Inc.

DATE: MAY 2018

16506 Pointe Village Drive, Suite 101, Lutz, FL 33558 Phone 813-926-0827 Fax 813-926-0829 Suzanne@pascoedc.com

TO Mr. James D. Adcock TECO/Emera





South Tampa Chamber of Commerce 701 S Howard Avenue Suite 204 Tampa, FL 33606 (813) 637-0156

nvoice Invoice Date:

Invoice Date: Invoice Number:

8/1/18 20816

Member Since: 9/1/2002

TECO Julie A. Nall 702 N. Franklin St. Tampa, FL 33602

2

#### Thank you for your Membership!

**Due Date** Terms 8/31/18 Due upon receipt Quantity Rate Amount Description \$385.00 \$385.90 1 **Business Membership Package** 110% Club - Voluntary: We invite our members to be a part of our new 110% Club! When members voluntarily contribute an extra 10% over your annual investment amount, your contribution helps the South Tampa Chamber to continue providing relevant programs and resources to serve the needs of 1 \$38.00 \$38.00 its members, as well as supporting the advocacy and promotion of business growth. Our 110% Club members will receive special recognition at our monthly luncheons, on the Chamber website, and in select electronic communications. Subtotal : \$423.00 Total: \$423,00 **Payment/Credit Applied:** \$0.00 Balance: \$423.00

Login to your Member Center to pay online.

1. Go to www.chamberlogin.com and enter your login and password.

Login: Tampa Electric Company Password: Please call the office if you have forgotten your password.

2. Check out your additional Member Benefits, update your member page and contact information.

*** Keep this portion for your records.***

*** Please return this portion with your payment.***

Invoice # 20816

Amount Due \$423.00

Amount Paids 423.50

Please remit payment to: South Tampa Chamber of Commerce 701 S Howard Avenue Suite 204 Tampa, FL 33606

FROM:

Tampa, FL 33602

TECO Julie A. Nail 702 N. Franklin St.



#### **Community Relations**

OPC 1st Request PODs: 2

Organizations by Rule Category	2018 (\$) Year to Date
25-6.0426(a)5	26,000

2018

## T A M P A B A Y PARTNERSHIP

## **INVESTOR INVOICE**

Date: 6/1/2018

Mr. TJ Szelistowski President Teco Energy P.O. Box 111 Tampa, FL 33601-0111

Invoice #: 9810260

Due upon Receipt Description

Amount

Council of Governors Investment Fiscal Year 2018

June 1, 2018 - May 31, 2019

\$50,000.00

WE MOVED! PLEASE NOTE OUR NEW ADDRESS BELOW.

Please make your check payable to:

Tampa Bay Partnership Attn: Accounting 4300 W. Cypress Street, Suite 875 Tampa, FL 33607 813-878-2208

For questions regarding your Investor Invoice please contact Kara Kissinger at 813.672.2810 or kkissinger@tampabay.org

Contributions paid to the Tampa Bay Partnership may be deductible as ordinary business expense, excluding that portion used to engage in state or federal lobbying. The NON-DEDUCTIBLE portion used to engage in lobbying activities is estimated to be 15%. If you wish to make a Charitable Contribution through the Partnershipe Foundation, a 501(c)3, please contact Kara Kissinger at the above phone or email.

Tax ID: 59-3248071

#### Community Relations OPC 1st Request PODs: 2

Organizations by Rule Category	2018 (\$) Year to Date
25-6.0426(a)6	7,500



400 N Ashley Dr #2125 Tampa, FL 33602

2018

DATE	INVOICE #	
7/1/2018	20392	

	Mailing Address
	Tampa Electric Company
	Laura Crouch
	PO Box 1111
	Tampa, FL 33601
1	
ł	

Mailing Address	
Tampa Electric Company Laura Crouch 702 N Franklin St Tampa, FL 33602	

		DUE DATE	Member Since:
		7/1/2018	1986/1987
ITEM	DESCRIPTION		AMOUNT
Leader - 17/13	TDP Annual Membership Downtown Leader July 2018 - June 20	19	10,000.00
		'otal	\$10,000,00

0

TAMPA ELECTRIC COMPANY DOCKET NO. 20180143-EI OPC'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS DOCUMENT NO. 2 BATES STAMPED PAGE: 96 FILED: OCTOBER 1, 2018

- 2. Please provide an excel spreadsheet showing, by year 2016, 2017, and 2018, the monies spent for each rule subsection of 26-6.0426(7)(a)1. through 8., (b)1. through 2. and (c)1. through 11.
- **A.** Below is a table showing Tampa Electric's economic development expenditures for each of the rule subsections referenced above.

Organizations by Rule			2018 (\$)	
Category	2016 (\$)	2017 (\$)	Year to Date	
25-6.0426(a)3	168,140	197,751	94,709	
25-6.0426(a)4	12,500	12,500	-	
25-6.0426(a)5	58,500	18,500	26,000	
25-6.0426(a)6	18,350	20,850	7,500	
25-6.0426(a)7	-	25,000	-	
Grand Total	\$257,490	\$274,601	\$128,209	