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COMMISSIONERS:
GABRIELLA PASSIDOMO SMITH, CHAIRMAN
GARY F. CLARK
MIKE LA ROSA
BOBBY PAYNE
ANA ORTEGA

STATE OF FLORIDA

OFFICE OF COMMISSION CLERK
ADAM J. TEITZMAN
COMMISSION CLERK
(850) 413-6770

Public Service Commission

February 18, 2026

John A. Tomasino, Clerk
Florida Supreme Court
500 South Duval Street
Tallahasse, Florida 32399

Re: Petition for rate increase by Florida Power & Light Company. PSC Docket No. 20250011-EI

Dear Mr. Tomasino:

Enclosed please find a certified copy of a Notice of Administrative Appeal, Part 1 of 2, which was filed with the Public Service Commission on February 17, 2026, along with its attachment, Order No. PSC-2026-0022-S-EI. This appeal was filed on behalf of the Florida Office of Public Counsel.

Please do not hesitate to contact me should you have any questions concerning this matter.

Sincerely,

Adam J. Teitzman
Commission Clerk

AJT
Enclosure

CC:

Samantha Cibula	Danielle McManamon	Christopher T. Wright
Walt Trierweiler	D. Bruce May	Joel Baker
Mary A. Wessling	Kevin W. Cox	Kenneth A. Hoffman
Brian A. Ardire	Kathryn Isted	Jon C. Moyle, Jr.
Robert E. Montejo	Katelyn Lee	Karen A. Putnal
Alexander W. Judd	Lindsey Stegall	Stephen Bright
Bradley Marshall	John Burnett	Jigar J. Shah
Jordan Luebkemann	Maria Moncada	James W. Brew

Laura Wynn Baker
Robert Scheffel Wright
Leslie R. Newton
Ebony M. Payton
Floyd R. Self
Yonatan Moskowitz

Joseph R. Briscar
John T. LaVia, III
Ashley N. George
James B. Ely
Ruth Vafek
Stephanie U. Eaton

Sarah B. Newman
William C. Garner
Thomas A. Jernigan
Matthew R. Vondrasek
Nikhil Vijaykar
Steven W. Lee

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CITIZENS OF THE STATE OF FLORIDA, THROUGH THE FLORIDA OFFICE OF PUBLIC COUNSEL,	**IN THE FLORIDA PUBLIC SERVICE COMMISSION**
Appellants,	**DOCKET NO. 20250011-EI**
v.	
FLORIDA PUBLIC SERVICE COMMISSION,	**NOTICE OF ADMINISTRATIVE APPEAL**
Appellee.	

NOTICE IS GIVEN that the Citizens of the State of Florida ("Citizens"), Appellants, through the Office of Public Counsel, appeal to the Supreme Court of the State of Florida the order of the Florida Public Service Commission, Order No. PSC-2026-0022-S-EI, rendered on January 22, 2026. A copy of Order No. PSC-2026-0022-S-EI is attached to this Notice of Administrative Appeal as Exhibit "A."

I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT THAT WAS FILED WITH THE FLORIDA PUBLIC SERVICE COMMISSION
BY:
ADAM J. TEITZMAN, COMMISSION CLERK
(or Office of Commission Clerk designee)

The nature of the order is that it is the Final Order Approving 2025 Stipulation and Settlement Agreement.

Pursuant to Fla. R. App. P. 9.110(d), Citizens hereby inform the Court that Citizens filed a Motion for Reconsideration of Order No. PSC-2026-0022-S-EI with the Florida Public Service Commission on February 6, 2026, and that motion is pending.

Walt Trierweiler
Public Counsel
Florida Bar No. 912468

/s/ Mary A. Wessling
Mary A. Wessling
Associate Public Counsel
Florida Bar No. 93590
Wessling.Mary@leg.state.fl.us

c/o The Florida Legislature
111 West Madison Street, Suite 812
Tallahassee, FL 32399-1400
(850) 488-9330

Counsel for Citizens of the State of Florida

CERTIFICATE OF SERVICE

DOCKET NO. 20250011-EI

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail on this 17th day of February, 2026, to the following:

Adria Harper
Shaw Stiller
Timothy Sparks
Florida Public Service Commission
Office of General Counsel
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
aharper@psc.state.fl.us
sstiller@psc.state.fl.us
tsparks@psc.state.fl.us

Brian A. Ardire
Armstrong World Industries, Inc.
2500 Columbia Avenue
Lancaster, PA 17603
baardire@armstrongceilings.com

Robert E. Montejo
Duane Morris LLP
201 S. Biscayne Blvd.,
Suite 3400
Miami, Florida 33131-4325
remontejo@duanemorris.com

Alexander W. Judd
Duane Morris LLP
100 Pearl Street, 13th Floor
Hartford, CT 06103
ajudd@duanemorris.com

Bradley Marshall
Jordan Luebkemann
Earthjustice
111 S. MLK Jr. Blvd.
Tallahassee, FL 32301
bmarshall@earthjustice.org
jluebkemann@earthjustice.org
flcaseupdates@earthjustice.org

Danielle McManamon
Earthjustice
4500 Biscayne Blvd.
Suite 201
Miami, FL 33137
dmcmanamon@earthjustice.org

D. Bruce May
Kevin W. Cox
Kathryn Isted
Florida Energy for Innovation Association
Holland & Knight LLP
315 South Calhoun Street, Suite 600
Tallahassee, Florida 32301
bruce.may@hklaw.com
kevin.cox@hklaw.com
kathryn.isted@hklaw.com

Jon C. Moyle, Jr.
Karen A. Putnal
Florida Industrial Power Users Group
Moyle Law Firm, P.A.
118 North Gadsden Street
Tallahassee, Florida 32301
jmoyle@moylelaw.com
kputnal@moylelaw.com
mqualls@moylelaw.com

Katelyn Lee
Lindsey Stegall
EVgo Services, LLC
1661 E. Franklin Ave.
El Segundo, CA 90245
katelyn.lee@evgo.com
lindsey.stegall@evgo.com

Stephen Bright
Jigar J. Shah
Electrify America
1950 Opportunity Way, Suite 1500
Reston, Virginia 20190
steve.bright@electrifyamerica.com
jigar.shah@electrifyamerica.com

John Burnett
Maria Moncada
Christopher T. Wright
Joel Baker
Florida Power & Light Company
700 Universe Blvd.
Juno Beach, FL 33408-0420
john.t.burnett@fpl.com
maria.moncada@fpl.com
christopher.wright@fpl.com
joel.baker@fpl.com

Kenneth A. Hoffman
Florida Power & Light Company
134 West Jefferson Street
Tallahassee, Florida 32301
ken.hoffman@fpl.com

James W. Brew
Laura Wynn Baker
Joseph R. Briscar
Sarah B. Newman
Florida Retail Federation
Stone Mattheis Xenopoulos & Brew, PC
1025 Thomas Jefferson Street N.W., Suite 800 West
Washington, DC 20007
jbrew@smxblaw.com
lwb@smxblaw.com
jrb@smxblaw.com
sbn@smxblaw.com

Leslie R. Newton
Ashley N. George
Thomas A. Jernigan
Ebony M. Payton
James B. Ely
Matthew R. Vondrasek
Federal Executive Agencies
AFLOA/JAOE-ULFSC
139 Barnes Drive, Suite 1
Tyndall AFB, FL 32403
leslie.newton.1@us.af.mil
ashley.george.4@us.af.mil
thomas.jernigan.3@us.af.mil
ebony.payton.ctr@us.af.mil
james.ely@us.af.mil
matthew.vondrasek.1@us.af.mil
ULFSC.Tyndall@us.af.mil

Robert Scheffel Wright
John T. LaVia, III
Floridians Against Increased Rates, Inc.
Gardner Bist King & Wood
1300 Thomaswood Drive
Tallahassee, FL 32308
schef@gbwlegal.com
jlavia@gbwlegal.com

Floyd R. Self
Ruth Vafek
Fuel Retailers
Berger Singerman, LLP
313 N. Monroe Street, Suite 301
Tallahassee, FL 32301
fself@bergersingerman.com
rvafek@bergersingerman.com

William C. Garner
Southern Alliance for Clean Energy
Law Office of William C. Garner, PLLC
3425 Bannerman Road
Unit 105, No. 414
Tallahassee, FL 32312
bgarner@wcglawoffice.com

Nikhil Vijaykar
Yonatan Moskowitz
Keyes & Fox LLP
580 California Street, 12th Floor
San Francisco, CA 94104
nvijaykar@keyesfox.com
ymoskowitz@keyesfox.com

Stephanie U. Eaton
Spilman Thomas & Battle
110 Oakwood Drive,
Suite 500
Winston-Salem, NC
27103
seaton@spilmanlaw.com

Steven W. Lee
Spilman Thomas & Battle
1100 Bent Creek Blvd.,
Suite 101
Mechanicsburg, PA 17050
slee@spilmanlaw.com

/s/ Mary A. Wessling
Mary A. Wessling
Associate Public Counsel
Wessling.Mary@leg.state.fl.us

CITIZENS OF THE STATE OF FLORIDA, THROUGH THE FLORIDA OFFICE OF PUBLIC COUNSEL,	)	**IN THE FLORIDA PUBLIC SERVICE COMMISSION**
	)	**DOCKET NO. 20250011-EI**
Appellants,	)	
v.	)	
	)	**NOTICE OF ADMINISTRATIVE APPEAL**
FLORIDA PUBLIC SERVICE COMMISSION,	)	
Appellee.	)	

EXHIBIT "A"

FLORIDA PUBLIC SERVICE COMMISSION

ORDER NO. PSC-2026-0022-S-EI

ISSUED JANUARY 22, 2026

FILED 1/22/2026
DOCUMENT NO. 00561-2026
FPSC - COMMISSION CLERK

EXHIBIT A

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by Florida Power & Light Company.	DOCKET NO. 20250011-EI ORDER NO. PSC-2026-0022-S-EI ISSUED: January 22, 2026

The following Commissioners participated in the disposition of this matter:

MIKE LA ROSA, Chairman
ART GRAHAM
GARY F. CLARK
ANDREW GILES FAY
GABRIELLA PASSIDOMO SMITH

APPEARANCES:

JOHN T. BURNETT, MARIA JOSE MONCADA, CHRISTOPHER T. WRIGHT, JOEL BAKER, WILLIAM COX, and DAVID LEE, ESQUIRES, 700 Universe Blvd., Juno Beach, Florida 33408-0420
On behalf of Florida Power & Light Company (FPL).

WALT TRIERWEILER, MARY A. WESSLING, PATRICIA A. CHRISTENSEN, OCTAVIO PONCE, and AUSTIN A. WATROUS, ESQUIRES, c/o The Florida Legislature, 111 West Madison Street, Suite 812, Tallahassee, Florida 32399-1400
On behalf of Office of Public Counsel (OPC).

FLOYD R. SELF and RUTH VAFEK, ESQUIRES, Berger Singerman, LLP, 313 North Monroe Street, Suite 301, Tallahassee, Florida 32301
On behalf of Americans for Affordable Clean Energy, Inc. (AACE), Circle K Stores, Inc. (Circle K), RaceTrac, Inc. (RaceTrac), and Wawa, Inc. (Wawa) – (Fuel Retailers)

STEPHEN BRIGHT and JIGAR J. SHAH, ESQUIRES, Electrify America, LLC, 1950 Opportunity Way, Suite 1500, Reston, Virginia 20190

ROBERT E. MONTEJO, ESQUIRE, Duane Morris, LLP, 201 South Biscayne Blvd., Suite 3400, Miami, Florida 33131-4325
On behalf of Electrify America, LLC (Electrify America).

NIKHIL VIJAYKAR and YONATAN MOSKOWITZ, ESQUIRES, Keyes & Fox, LLP, 580 California Street, 12th Floor, San Francisco, California 94104
On behalf of EVgo Services, LLC (EVgo).

MAJOR LESLIE R. NEWTON, THOMAS A JERNIGAN, CAPTAIN MICHAEL A. RIVERA, JAMES B.ELY and EBONY M. PAYTON, ESQUIRES, United States Air Force, 139 Barnes Drive, Suite 1, Tyndall Air Force Base, Florida 32403
On behalf of Federal Executive Agencies (FEA).

D. BRUCE MAY, KEVIN W. COX and KATHRYN ISTED, ESQUIRES, Holland & Knight, LLP, 315 South Calhoun Street, Suite 600, Tallahassee, Florida 32301
On behalf of Florida Energy for Innovation Association (FEIA).

JON C. MOYLE, JR. and KAREN PUTNAL, ESQUIRES, Moyle Law Firm, 118 North Gadsden Street, Tallahassee, Florida 32301
On behalf of Florida Industrial Power Users Group (FIPUG).

JAMES W. BREW, LAURA WYNN BAKER, and JOSEPH R. BRISCAR, ESQUIRES, Stone Mattheis Xenopoulos & Brew, PC, 1025 Thomas Jefferson Street, NW, Suite E-3400, Washington, DC 20007
On behalf of Florida Retail Federation (FRF).

BRADLEY MARSHALL and JORDAN LUEBKEMANN, ESQUIRES, Earthjustice, 111 South Martin Luther King Jr. Blvd., Tallahassee, Florida 32301; DANIELLE MCMANAMON, ESQUIRE, Earthjustice, 4500 Biscayne Blvd., Suite 201, Miami, Florida 33137
On behalf of Florida Rising, Inc. (Florida Rising), League of United Latin American Citizens Florida, Inc. (LULAC) and Environmental Confederation of Southwest Florida (ECOSWF) - (FEL).

ROBERT SCHEFFEL WRIGHT and JOHN T. LAVIA, III, ESQUIRES, Gardner, Bist, Bowden, Dee, LaVia, Wright, Perry & Harper, P.A., 1300 Thomaswood Drive, Tallahassee, Florida 32308
On behalf of Floridians Against Increased Rates, Inc. (FAIR).

WILLIAM C. GARNER, ESQUIRE, Law Office of William C. Garner, PLLC, 3425 Bannerman Road, Unit 105, No. 414, Tallahassee, Florida 32312
On behalf of Southern Alliance for Clean Energy (SACE).

STEPHANIE U. EATON, ESQUIRE, Spilman Thomas & Battle, PLLC, 110 Oakwood Drive, Suite 500, Winston-Salem, North Carolina 27103
STEVEN W. LEE, ESQUIRE, Spilman Thomas & Battle, PLLC, 1100 Bent Creek Blvd., Suite 101, Mechanicsburg, Pennsylvania 17050
On behalf of Walmart Inc. (Walmart).

BRIAN A. ADIRE, ESQUIRE, Armstrong World Industries, Inc., 2500 Columbia Avenue, Lancaster, Pennsylvania 17603
ROBERT E. MONTEJO, ESQUIRE, Duane Morris, LLP, 201 South Biscayne Blvd., Suite 3400, Miami, Florida 33131-4325
ALEXANDER W. JUDD, ESQUIRE, Duane Morris, LLP, 100 Pearl Street, 13th Floor, Hartford, Connecticut 06103
On behalf of Armstrong World Industries, Inc. (AWI).

SHAW P. STILLER and TIMOTHY SPARKS, ESQUIRES, Florida Public Service Commission, 2540 Shumard Oak Blvd., Tallahassee, Florida 32399-0850
On behalf of the Florida Public Service Commission (Staff).

MARY ANNE HELTON, ESQUIRE, Deputy General Counsel, Florida Public Service Commission, 2540 Shumard Oak Blvd., Tallahassee, Florida 32399-0850
Advisor to the Florida Public Service Commission.

ADRIA HARPER, ESQUIRE, General Counsel, Florida Public Service Commission, 2540 Shumard Oak Blvd., Tallahassee, Florida 32399-0850
Florida Public Service Commission General Counsel.

FINAL ORDER APROVING 2025 STIPULATION AND SETTLEMENT AGREEMENT

BY THE COMMISSION:

I. BACKGROUND

Florida Power & Light Company (FPL or Company) is a wholly-owned subsidiary corporation of NextEra Energy, Inc., with its headquarters in Juno Beach, Florida. FPL provides electric service to approximately six million Florida customer accounts, in forty-three counties. FPL is an investor-owned utility, and operates under the jurisdiction of the Florida Public Service Commission (Commission) pursuant to Chapter 366, Florida Statutes (F.S.).[1]

By letter dated January 2, 2025, FPL notified the Commission that it would seek a base rate increase effective January 2026.[2] On February 28, 2025, FPL filed its petition for base rate increase, minimum filing requirements, and supporting direct testimony. Pursuant to Order No. PSC-2025-0075-PCO-EI, the evidentiary hearing on FPL's petition was scheduled for August 11 through August 22, 2025.

[1] All statutory references are to the 2024 codification of the Florida Statutes, unless otherwise indicated.
[2] *See* Rule 25-6.140, Florida Administrative Code (F.A.C.).

A. THE PARTIES

On January 7, 2025, the Florida Office of Public Counsel (OPC) filed a Notice of Intervention in this docket. OPC was established by the Legislature in Chapter 350, F.S., "to represent the general public of Florida before the Florida Public Service Commission."[3] In furtherance of this duty, OPC has the power "to appear, in the name of the state or its citizens, in any proceeding or action before the commission . . . and urge therein any position which he or she deems to be in the public interest, whether consistent or inconsistent with positions previously adopted by the commission . . . and utilize therein all forms of discovery available to attorneys in civil actions generally, subject to protective orders of the commission."[4] On January 15, 2025, OPC's intervention in this docket was acknowledged.[5]

Numerous other persons, organizations, and groups subsequently filed for and were granted intervention in this docket, subject to proof of standing. Each party that sought intervention is introduced and discussed briefly below. Our ruling regarding each parties' intervention is set forth in Section II(C)(1) of this Order.

1. Florida Rising / Environmental Confederation of Southwest Florida / League of United Latin American Citizens Florida, Inc.

Florida Rising, Inc. (FL Rising), Environmental Confederation of Southwest Florida, Inc. (ECOSWF), and the League of United Latin American Citizens Florida, Inc., (LULAC) filed a common petition to intervene in this proceeding. These co-intervenors are collectively referred to as "FEL." Two witnesses, Karl Rábago and MacKenzie Marcelin, testified on behalf of FEL.

a. FL Rising

FL Rising represents that it is a membership-based organization dedicated, under their articles of incorporation, to building "broader multiracial movements with individuals from historically marginalized communities to seize power and govern to advance social, economic, and racial justice." FL Rising is made up of individual members across Florida, approximately half of whom (600) reside in FPL territory. FL Rising as an organization is an FPL customer. FL Rising alleges that because FPL's proposed rates will increase customer bills, a substantial number of its members' substantial interests – as well as FL Rising's own interest as a customer – are or may be impacted by the Commission's decision. FL Rising focuses on climate justice work, including "energy policy, disaster response, and climate change initiatives." FL Rising alleges that the relief it seeks regarding FPL's proposed capital investments in fossil-fuel generation over the next four years and rate increases aligns with this mission, and is appropriate for it to receive on behalf of its members.

[3] Section 350.061(1), F.S.
[4] Section 350.0611(1), F.S.
[5] Order No. PSC-2025-0020-PCO-EI, issued January 15, 2025.

b. ECOSWF

ECOSWF represents that its members include individuals, business entities, and other organizations in Southwest Florida. Of these individual and organizational members, ECOSWF states that approximately 70 percent of them are FPL customers. ECOSWF alleges that because FPL's proposed rates will increase customer bills, a substantial number of its members' substantial interests are or may be impacted by the Commission's decision in this docket. ECOSWF's mission "is to conserve, maintain, and protect the air, water, soil, wildlife, historic and architecturally significant structures, flora and fauna, and other natural resources of Southwest Florida, the State of Florida and of the United States of America" ECOSWF alleges that the relief it seeks regarding FPL's proposed capital investments in fossil-fuel generation over the next four years and rate increases aligns with this mission, and is appropriate for it to receive on behalf of its members.

c. LULAC

LULAC represents that it is part of the largest and oldest Hispanic civil rights organization in the United States. LULAC has over 140 members, approximately one-third of whom are FPL customers. LULAC alleges that because FPL's proposed rates will increase customer bills, a substantial number of its members' substantial interests are or may be impacted by the Commission's decision in this docket. LULAC's mission "is to advance the economic condition, educational attainment, political influence, housing, health and civil rights of the Hispanic population of the United States." LULAC alleges that the relief it seeks regarding FPL's proposed capital investments and rate increases over the next four years aligns with this mission, and is appropriate for it to receive on behalf of its members.

2. Florida Industrial Power Users Group

The Florida Industrial Power Users Group (FIPUG) is an *ad hoc* association of industrial users of electricity and natural gas in Florida. FIPUG alleges that its members are among the largest FPL customers and consume significant quantities of electricity, often around-the-clock, and require a reliable, affordably-priced supply of electricity to power their operations. A substantial number of FIPUG members purchase electricity from FPL. FIPUG has a long history of representing its members' interests in regulatory and legal proceedings, including FPL rate cases, before the Commission. As an *ad hoc* organization, FIPUG is not incorporated, has no bylaws, and does not have a registered agent. FIPUG alleges that because its members use, rely on, and pay for considerable amounts of FPL electrical power, those members' substantial interests are or will be affected by the Commission's decision in this docket. Two witnesses, Jeffry Pollock and Jonathan Ly, submitted prefiled testimony on behalf of FIPUG.

3. Federal Executive Agencies

The Federal Executive Agencies (FEA) consists of certain agencies of the United States Government which have offices, facilities, and/or installations in FPL's service area. Pursuant to 40 U.S.C. subsection 501(c)(1)(B), the Department of Defense has been delegated authority by the General Services Administration, through Department of the Air Force counsel, to represent the consumer interest of FEA "in proceedings involving carriers or other public utilities before

federal and state regulatory bodies." FEA states that utility costs represent one of the largest variable expenses of operating federal offices, facilities, and installations on whose behalf intervention is sought, and all will be significantly affected by any action the Commission takes in this docket. FEA alleges that because its members use, rely on, and expend considerable amounts of taxpayers money for FPL electrical power, those members' substantial interests are or will be affected by the Commission's decision in this docket on matters including depreciation, rate structure, and return on equity. FEA intervened in this docket to represent the interests of its agencies, as FPL customers, in seeking reliable service and fair, just, and reasonable rates. FEA submitted no prefiled testimony in support of these representations, but four witnesses, Christopher C. Walters, Brian C. Andrews, Michael P. Gorman, and Matthew P. Smith, testified on behalf of FEA..

4. Southern Alliance for Clean Energy

The Southern Alliance for Clean Energy (SACE) represents that it is a non-profit corporation organized under the laws of Tennessee and authorized to conduct operations in Florida. SACE alleges that it has staff and over 8,000 members in Florida. SACE represents that a substantial number of its Florida members are FPL ratepayers who will be substantially affected by the Commission's decision, and that the interests affected are of the type this proceeding is designed to protect. SACE avers that because its organizational purposes include advocating for energy plans that best serve the economic, environmental, and public health goals of communities in the Southeast United States, it is appropriate for the organization to seek and receive relief in this docket (*e.g.,* lower rate increases, changes in energy generation types) on behalf of its members. SACE notes that it has petitioned for and been granted leave to intervene in many prior Commission proceedings. SACE submitted no prefiled testimony either in support of these representations made in its Petition to Intervene or as to the merits of FPL's proposals.

5. EVgo Services, LLC

EVgo Services, LLC (EVgo) represents that it is one of the nation's leading providers of electric vehicle (EV) public direct current fast-charging (DCFC) stations. Some of the EV DCFC stations owned and operated by EVgo are in FPL's service territory. These stations take service under FPL's General Service Demand rates, including GSD-1EV and GSLD-1EV. EVgo also participates in FPL's existing Electric Vehicle Charging Infrastructure Rider pilot programs, which the Company proposes to make permanent. EVgo may seek to continue to participate in these programs, and will continue to be affected by the conditions and terms. Electricity makes up a substantial portion of ongoing costs for EV charging stations, therefore the way electric rates are designed impacts the economic case for EVgo installing new infrastructure. EVgo alleges that because it uses, relies on, and pays for considerable amounts of FPL electrical power, its substantial interests are or will be affected by the Commission's decision. Two witnesses, R. Thomas Beach and Alex Beaton, submitted prefiled testimony on behalf of EVgo.

6. Electrify America, LLC

Electrify America, LLC (Electrify America) represents that it is the largest open DCFC network in this country. Electrify America operates 35 locations with 164 individual direct-

current fast chargers in FPL's service territory. These stations take service under FPL's General Service Demand rates, including GSD-1EV and GSLD-1EV. Electrify America alleges that the rate increases sought by FPL, if granted, would increase the cost of electricity, thereby increasing the costs of operations and affecting its substantial interests. One witness, Jigar J. Shag, submitted prefiled testimony on behalf of Electrify America.

7. Florida Retail Federation

The Florida Retail Federation (FRF) is an established association with more than 1,500 members in Florida, many of whom are retail customers of FPL pursuant to different rate schedules. Walmart contends that the substantial interests of its members will be directly affected by the Commission's decision regarding FPL's retail electric rates. One witness, Tony Georgis, submitted prefiled testimony on behalf of FRF.

8. Walmart, Inc.

Walmart, Inc. (Walmart) is a national retailer of goods and services throughout the United States with its principal office located in Bentonville, Arkansas. Walmart states that it is a customer of FPL, with 179 retail units, four supply chain facilities, and related facilities located in FPL's service territory. Walmart purchases more than 800 million kilowatt hours (kWh) annually from FPL pursuant to the Company's General Service Large Demand – Time of Use (500-1,999 kW) (GSLDT-1), General Service Demand – Time of Use (25-499 kW) (GSDT-1), and High Load Factor – Time of Use (HLFT-2) schedules. Because the cost of electricity is a significant element of the cost of operation for its stores and facilities in FPL's service territory, FPL asserts it will be substantially and directly impacted by the Commission's decision.

9. Florida Energy for Innovation Association

The Florida Energy for Innovation Association (FEIA) is a Florida not-for-profit association consisting of two types of members: first, "companies that are developing data centers in Florida" (Companies); second, "affiliates (of the Companies) that are existing electric customers of FPL" (Affiliates).

The Companies are actively seeking to develop data centers in FPL territory and obtain electric service from FPL for these centers. The Companies have entered into confidential agreements with FPL regarding the configuration and cost of providing electrical service. The Companies could take service under FPL's existing General Service Large Demand- 3 (GSLD-3) tariff, but will be required to take service under the new Large Load Contract Service (LLCS) tariff proposed in this rate case if approved by the Commission. FEIA argues that the charges for electric service under the LLCS tariff are 65 percent more than under the GSLD-3 tariff, and that the LLCS tariff imposes conditions on an electric customer that are not required under the GSLD-3 tariff. The Companies assert that their substantial interests are or may be affected by the Commission's decision on whether to approve the LLCS tariff.

The Affiliates are current electric customers of FPL. FEIA alleges that FPL's proposals to increase base rates will affect the substantial interests of existing FPL ratepayers, including the

Affiliates. FEIA states that a substantial number of its members are existing retail electric customers of FPL. FEIA continues that intervention is within the association's general scope of interest and activity, as its Articles of Incorporation provide for representation of the members' interests before the Commission regarding the importance of fair, just, and reasonable rates. FEIA argues that both the Companies and Affiliates would benefit from the assurance of fair, just, and reasonable rates, and, therefore, the relief sought would be appropriate for the association to receive on behalf of its members. Four witnesses, Matthew P. Smith, Robert Provine, David Loomis, and Fletcher Mangum, submitted prefiled testimony on behalf of FEIA.

10. Floridians Against Increased Rates, Inc.

Floridians Against Increased Rates, Inc. (FAIR) is a not-for-profit corporation "organized to advocate on behalf of Florida electric customers for lower electric rates in Florida." FAIR has 1,136 members, 986 (86 percent) of whom are retail customers of FPL. The substantial interests of a substantial number of FAIR's members who are FPL ratepayers will be directly affected by the Commission's action on FPL's request for a rate increase, and this injury is of sufficient immediacy and of the type this proceeding is designed to protect. Protecting its members' interests in fair, just, and reasonable rates is within FAIR's general scope of corporate interest and activity. FAIR alleges that it would be appropriate for the association to obtain relief in the form of fair, just, and reasonable rates on behalf of its members. Two witnesses, Frederick M. Bryant and Nancy H. Watkins, submitted testimony on behalf of FAIR.

11. Fuel Retailers

The Americans for Affordable Clean Energy, Inc. (AACE), Circle K Stores, Inc. (Circle K), RaceTrac, Inc. (RaceTrac), and Wawa, Inc. (Wawa) (collectively Fuel Retailers) filed a Petition to Intervene. AACE is a nonprofit association of fuel retailers. The membership of AACE includes Circle K, RaceTrac, and Wawa.

AACE seeks intervention on behalf of "its five fuel retailer members in Florida," who collectively own and operate over 1,500 convenience stores, public travel facilities, and truck stops in the state. These locations offer fuel, goods, services, and other amenities. As stated in the Fuel Retailers' prefiled testimony, electric vehicle (EV) charging stations have or will be deployed at some of the locations owned and operated by AACE members. One witness, David Fialkov, testified on behalf of the Fuel Retailers.

12. Armstrong World Industries, Inc.

Armstrong World Industries, Inc. (AWI) owns and operates a manufacturing plant in Pensacola, Florida, that receives electrical service from FPL. AWI's electrical consumption totaled 30,350,000 kWhs in 2024. AWI states that the cost of this service is a significant operational cost. AWI alleges that the rate increases sought by FPL in this case, if granted, would increase the cost of electricity, thereby increasing the costs of operations and affecting AWI's substantial interests. One witness, Jason Simmons, submitted prefiled settlement testimony on behalf of AWI.

B. DISCOVERY AND CUSTOMER SERVICE HEARINGS

OPC propounded its first round of discovery in this docket on January 29, 2025. The other parties listed above soon followed with extensive written discovery of their own after orders granting intervention were issued. FPL provided answers and responses to well over 1,000 interrogatories and 500 requests for production (not including subparts) prior to the July 25, 2025 Prehearing Conference. The parties also conducted numerous depositions over the course of several weeks.

In addition, as part of the administrative hearing in this docket, we conducted ten customer service hearings over a two week period in May and June of 2025. Testimony was taken from 425 FPL customers and public officials, with respect to the rates and service provided by the utility.

C. PROPOSED SETTLEMENT(S)

The hearing was set to commence August 11, 2025. On August 8, 2025, FPL filed a Notice of Settlement in Principle and Joint Motion to Suspend Schedule and Amend Procedural Order. FIPUG, FRF, FEIA, Walmart, EVgo, AACE, Circle K, RaceTrac, Wawa, EA, FEA, AWI, and SACE (collectively Signatories or SP) joined in the Joint Motion to Suspend. On August 11, 2025, OPC, FL Rising, LULAC, ECOSWF, and FAIR (collectively Non-Signatories or NSP) filed a Joint Response in Opposition to the Joint Motion to Suspend.

The parties appeared on August 11, 2025, and presented their arguments as to whether we should grant the Joint Motion and suspend the hearing, or deny the Joint Motion and proceed with the hearing as scheduled. We granted the Joint Motion and suspended the schedule in order to allow the parties time to finalize the settlement. On August 12, 2025, Order No. PSC-2025-0304-PCO-EI memorializing this decision was issued.

On August 20, 2025, FPL and the FPL Signatories filed a Joint Motion for Approval of 2025 Stipulation and Settlement Agreement. The FPL Non-Signatories did not sign or otherwise join in the 2025 Stipulation and Settlement Agreement (2025 SSA). Because further proceedings under Section 120.57(1), F.S., were necessary to address disputed issues of material fact, the Prehearing Officer issued a First Order Revising Order Establishing Procedure,[6] and therein set this matter for a two-week hearing to commence October 6, 2025. The Prehearing Officer set aside two weeks in order to accommodate a hearing on both the February 28, 2025, FPL petition for base rate increase, as well as a hearing on the 2025 SSA. As agreed to by all parties, Phase One of the hearing would be limited to the "as-filed," February 28, 2025, FPL petition for base rate increase. Phase Two would be limited to the 2025 SSA.

Four days later, on August 26, 2025, the FPL Non-Signatories filed a Joint Motion to Approve Stipulation and Settlement Agreement (Settlement Motion), along with an attached

[6] Order No. PSC-2025-0323-PCO-EI.

Stipulation and Settlement Agreement (NSPs' Proposal) signed by the FPL Non-Signatories. The NSPs' Proposal is not signed by any other intervenor or FPL. The NSPs' Proposal "is submitted as a counter proposal," proposes terms that materially differ from those in the 2025 SSA on issues such as return on equity, and includes terms not found in the 2025 SSA (*e.g.,* NSP Paragraphs 29 & 30).

On August 29, 2025, FPL filed its Response in Opposition to the Settlement Motion. FPL contended that because it initiated this request for rate relief under Chapter 366, F.S., and invoked our jurisdiction over public utilities, the Company itself is an indispensable party to any agreement to settle this docket. Because it is not a party to the NSPs' Proposal, FPL requested that the Commission deny the NSP's request.

The Prehearing Officer concluded as a matter of law that a utility that files for a base rate increase is a necessary party to any proposed settlement agreement regarding that increase. Because FPL filed for the rate increase in this docket and was not a party to the NSP Proposal, the Prehearing Officer entered an Order Dismissing the NSPs' Proposal.[7] This dismissal was without prejudice to the NSPs offering the terms of their Proposal as "a proposed stipulation, joint position statement, or similar document for Commission consideration."[8]

II. DICUSSION AND DECISION

The final hearing on FPL's as-filed petition, as well as the 2025 SSA, was held October 6-10 and 13-16, 2025. The testimony of 52 witnesses and 862 exhibits were admitted into the record. On November 10, 2025, multiple parties filed post-hearing briefs. We conducted a Special Agenda Conference on November 20, 2025, to consider and vote on whether the 2025 SSA is in the public interest and establishes rates that are fair, just, and reasonable.

We have jurisdiction over this matter pursuant to the provisions of Chapter 120 and Sections 366.04, 366.05, and 366.06, F.S.

A. STANDARD OF REVIEW

In reviewing a settlement agreement, we first "make[] factual findings based on the evidence presented by the parties."[9] As the finder of fact, we must "consider all the evidence presented, resolve conflicts, judge credibility of witnesses, draw permissible inferences from the evidence, and reach ultimate findings of fact based on competent substantial evidence."[10] Each of those ultimate findings of fact must be supported by a preponderance of the record evidence.[11] The Florida Supreme Court defines "preponderance of the evidence" as follows:

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[7] Order No. PSC-2025-0345-PCO-EI.
[8] Order No. PSC-2025-0345-PCO-EI at 6.
[9] *Floridians Against Increased Rates, Inc. v. Clark*, 371 So. 3d 905, 910 (Fla. 2023) (referred to hereafter as *FAIR*).
[10] *Martuccio v. Dep't of Pro. Regul., Bd. of Optometry*, 622 So. 2d 607, 609 (Fla. 1st DCA 1993) (citation omitted).
[11] Section 120.57(1)(j), F.S.

> The greater weight of the evidence, not necessarily established by the greater number of witnesses testifying to a fact but by evidence that has the most convincing force; superior evidentiary weight that, though not sufficient to free the mind wholly from all reasonable doubt, is still sufficient to incline a fair and impartial mind to one side of the issue rather than the other.[12]

After making factual findings, the second step in our analysis of a settlement agreement is for us to "decide[] whether the settlement agreement, in light of [our] findings of fact, is in the public interest and results in rates that are fair, just, and reasonable."[13] We review settlement agreements as a whole to determine whether approving them is in the public interest.[14]

The Florida Supreme Court has identified the factors that we must consider when making a determination of whether a settlement agreement is in the public interest:

> The Legislature has provided that the Commission, in "fixing fair, just, and reasonable rates for each customer class, . . . shall, to the extent practicable, consider the cost of providing service to the class, as well as the rate history, value of service, and experience of the public utility; the consumption and load characteristics of the various classes of customers; and public acceptance of rate structures." § 366.06(1). The Commission "shall also consider the performance of each utility pursuant to (the Florida Energy Efficiency and Conservation Act) when establishing rates for those utilities over which the commission has ratesetting authority." § 366.82(10), Fla. Stat. (2021). A reasonably explained decision from the Commission must reflect that those factors have been considered to the extent practicable.[15]

The Court also noted additional factors that we may consider in appropriate circumstances at our discretion:

> (T)he Commission can consider "the efficiency, sufficiency, and adequacy of the facilities provided and the services rendered; the cost of providing such service and the value of such service to the public; the ability of the utility to improve such service and facilities; and energy conservation and the efficient use of alternative energy resources." § 366.041(1), Fla. Stat. (2021). And the Legislature has made clear that "it is in the public interest to promote the development of renewable energy resources in this state." § 366.91(1), Fla. Stat. (2021). Evidence that these factors have been considered—where they are germane to determining whether the settlement agreement is in the public interest and results in rates that are fair, just, and reasonable—permits meaningful judicial review of the Commission's conclusions.

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[12] *S. Fla. Water Mgmt. v. RLI Live Oak, LLC*, 139 So. 3d 869, 872 n.1 (Fla. 2014).
[13] *FAIR*, 371 So. 3d at 910.
[14] *See Sierra Club v. Brown*, 243 So. 3d 903, 909 (Fla. 2018).
[15] *FAIR*, 371 So. 3d at 912.

> The Commission can also consider non-statutory factors if it explains why they are relevant and how they relate to the Commission's "historical and statutory role."[16]

In making its ultimate determinations, we are guided by the record evidence and our own specialized knowledge:

> [The Court's] conclusion as to the standard of review is guided by *FAIR*. In that case, we explained that the Commission's power to determine whether a settlement is in the public interest and results in fair, just, and reasonable rates rests on both facts in the record and policy judgments guided by the Commission's "specialized knowledge and expertise in this area." *Id.* (quoting *Gulf Coast Elec. Coop., Inc. v. Johnson*, 727 So. 2d 259, 262 (Fla. 1999)). In making policy judgments, the Commission is afforded a "broad legislative grant of authority." *Id.* (quoting *Citizens of State v. Pub. Serv. Comm'n*, 425 So. 2d 534, 540 (Fla. 1982)). We observed that the Commission's decision "rest[ed] on both facts in the record and policy judgments guided by its 'specialized knowledge and expertise in this area.' " *Id.* (first quoting *Gulf Coast Elec. Coop., Inc.*, 727 So. 2d at 262; then citing *Utils. Operating Co. v. Mayo*, 204 So. 2d 321, 324 (Fla. 1967)). We concluded that our review was therefore limited to ensuring that, first, the Commission's factual findings are supported by competent, substantial evidence and, second, that the Commission's policy decisions are "within the range of discretion given to the Commission by the Legislature." *Id.* at 910-11; *see also* § 120.68(7)(e)1., Fla. Stat. (2021).[17]

B. MOTIONS FOR RECONSIDERATION

Prior to commencing the Final Hearing on October 6, 2025, we took up two motions for reconsideration.[18] We first took up OPC's Motion for Reconsideration of an Order Granting in Part and Denying in Part Signatory Intervenors' Joint Motion for Protective Order Regarding Corporate Representative Depositions, or, in the Alternative, Clarification. The dispute underlying that Order involved notices of corporate representative deposition sent by OPC to every SP. Each notice contained an extensive list of subjects and matters proposed to be explored at the depositions. Shortly thereafter, FEL issued its own notices to the same representatives, which notices contained a more abbreviated list of subjects and matters for deposition. The SPs

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[16] *Sierra Club*, 243 So. 3d at 911.

[17] *Fla. Rising, Inc. v. Fla. Pub. Serv. Comm'n*, 415 So. 3d 135, 140 (Fla. 2025) (referred to hereafter as *FRI*)

[18] The applicable reconsideration standard is whether the motion identifies a point of fact or law that was overlooked or that was failed to be considered in rendering the decision under review. *See e.g.*, *Stewart Bonded Warehouse, Inc. v. Bevis*, 294 So. 2d 315 (Fla. 1974); *Diamond Cab Co. v. King*, 146 So. 2d 889 (Fla. 1962); *Pingree v. Quaintance*, 394 So. 2d 162 (Fla. 1st DCA 1981). It is not appropriate to reargue matters that have already been considered. *Sherwood v. State*, 111 So. 2d 96 (Fla. 3d DCA 1959); *citing State ex. rel. Jaytex Realty Co. v. Green*, 105 So. 2d 817 (Fla. 1st DCA 1958). Furthermore, a motion for reconsideration should not be granted "based upon an arbitrary feeling that a mistake may have been made, but should be based upon specific factual matters set forth in the record and susceptible to review." *Stewart Bonded Warehouse, Inc.*, 294 So. 2d at 317.

filed a Joint Motion for Protective Order regarding Corporate Representative Depositions as to all notices from OPC and FEL.

The Prehearing Officer concluded that some of the proposed deposition inquiries in OPC's notices sought to explore the substance of the settlement negotiations in this matter and, accordingly, were outside of the scope of permissible discovery. The Prehearing Officer further ruled that other inquiries failed to "designate with reasonable particularity the matters on which examination is requested."[19] For those and the other reasons set forth in the Order, the Prehearing Officer granted the Protective Order as to the notices issued by OPC. Because he found the notices issued by FEL to be sufficient and not overbroad, the Prehearing Officer denied the Protective Order as to the notices issued by FEL and allowed those depositions to proceed. All thirteen corporate representative depositions were conducted pursuant to the FEL notices.

In its Motion for Reconsideration, OPC argues that the Prehearing Officer's Order was overbroad, created confusion, and denied legitimate discovery inquiries. We disagree, and find that the Order is clear and provided the parties an appropriate opportunity to question the corporate representatives as to relevant matters. The remaining arguments posed by OPC on reconsideration simply reassert positions that were rejected by the Prehearing Officer without specifying an issue of fact or law that was overlooked or not considered. For all of these reasons, we deny the Motion for Reconsideration of the Order Granting in Part and Denying in Part Signatory Intervenors' Joint Motion for Protective Order Regarding Corporate Representative Depositions. We also deny the alternative Motion for Clarification on the same grounds.

The second motion we took up prior to commencing the final hearing was a Joint Motion for Reconsideration of the Order Dismissing the NSPs' Proposal. In this Joint Motion, the NSPs argue that the Prehearing Officer overlooked three points of law when he dismissed their proposal. FPL filed a Response in Opposition. We granted the Joint Motion inasmuch as it requests that we change "dismissal" of the NSPs' Proposal into a "denial" of the Joint Motion for Approval.[20] In all other respects, we deny the Joint Motion for Reconsideration as reargument of the points considered and rejected by the Prehearing Officer.

C. LEGAL ISSUES

At the conclusion of the final hearing, the parties were allowed to submit post-hearing briefs addressing both the ultimate issue of whether the 2025 SSA should be approved as well as five legal issues that were identified in the Prehearing Order issued August 7, 2025.[21] OPC presented argument in its post-hearing brief on those five legal issues, and one additional legal issue not identified in the cited Prehearing Order: that is, whether the 2025 SSA is a valid agreement. While not identified as one of the five legal issues to be briefed, evidence and

[19] Fla. R. Civ. P. 1.310(b)(6).
[20] The point of law that we conclude was overlooked or not considered was the lack of specific notice provided to the NSPs regarding potential dismissal of their Proposal. The only relief requested by FPL was that the Commission deny the Joint Motion to Approve. FPL Response at 11.
[21] Order No. PSC-2025-0298-PHO-EI.

argument on this additional issue were presented at the final hearing, and FEL and FPL submitted written argument on the validity of the 2025 SSA in their post-hearing briefs. Although beyond the legal issues identified for briefing, OPC's argument is based on facts in the record and, importantly, FPL anticipated and responded to that argument in its post-hearing brief. Accordingly, we address the issue below.

OPC forwards several arguments in support of its contention that the 2025 SSA is invalid. OPC first urges us to apply principles of contract law and invalidate the 2025 SSA because it is alleged to lack consideration, a meeting of the minds, or mutuality of assent. OPC asserts that the parties to the agreement made representations that they represented the residential classes, that these representations were "simply false," and that we should reject the 2025 SSA on this basis. Finally, OPC argues that approval of the 2025 SSA will subvert the public interest.

FEL's arguments largely mirror those presented by OPC. FEL asserts that the parties to the 2025 SSA represent niche parties and interests, noting "[t]hese are not diverse parties but are parties representing their special interests and seeking to protect those special interests." FEL continues that the 2025 SSA should be invalidated because the signatories do not represent genuine competing interests. Turning specifically to the actions of the Company, FEL asserts that FPL "designed" the settlement process from the start and that the result is illegal self-regulation.

FPL anticipated these arguments being raised by OPC and FEL, and provided a brief response in its post-hearing brief. FPL first notes that the Florida Supreme Court has previously approved non-unanimous settlement agreements such as the one at issue here where OPC was not a signatory but, to the contrary, was an active opponent.[22] FPL contends that any further inquiry into the authority to enter into a settlement agreement by any particular party or their counsel "is a matter beyond this Commission's jurisdiction to decide."

Many of the arguments of both OPC and FEL rest on the factual assertion that no authorized representative of the residential class was involved in the negotiations, and the legal argument that this absence voids the 2025 SSA. We disagree. The SSA includes benefits for residential customers, including a relative reduction in the increase in residential rates as compared to other rate classes, the new policy prohibiting disconnections during severe weather, and an increased payment assistance contribution.

Regardless, there are no cases that require us to make a threshold determination of the validity of a settlement agreement based on the rate classes that are represented by the signatories to that agreement. To the contrary, the Court's holding in *Citizens I* recognizes that we have an independent duty under statute to ensure that rates are just, fair, and reasonable, and that we exercise this duty when we review any settlement agreement. The Court in *Citizens I* specifically considered the argument "that the settlement benefits only narrow interests," and that residential customers who were allegedly not included in that settlement by virtue of OPC being a non-signatory make up 99% of FPL's customer base.[23] Faced with these arguments, which

[22] *Citizens of the State of Fla. v. Fla. Pub. Serv. Comm'n*, 146 So. 3d 1143, 1152 (Fla. 2014) (hereinafter *Citizens I*).
[23] *Citizens I*, 146 So. 3d at 1165 fn. 12.

closely mirror those being made in this docket, the Court did not accept this issue as a threshold for settlement validity, but considered it in the context of whether we erroneously found that the settlement agreement there at issue benefited "FPL's customers."[24]

We have taken into consideration the facts in the record and arguments in OPC's, FEL's, and FPL's post-hearing briefs on this issue in reaching our determination as to whether the 2025 SSA benefits *all* FPL's customers. These facts are relevant to that issue and the ultimate determination of whether the 2025 SSA is in the public interest, and our consideration in that context is consistent with our historical and statutory role.[25]

We now turn to our consideration of the legal issues identified in the Prehearing Order: (1) whether the intervenors have standing; (2) whether we have the authority to approve four accounting mechanisms proposed in the 2025 SSA.

1. Standing

FPL filed the petition for base rate increase that commenced this docket and is the only original party to the proceeding.[26] OPC has the statutory duty to provide legal representation for the people of the state in proceedings before the Commission and, therefore, is entitled to intervene and participate in this proceeding as a party pursuant to statute.[27] Other persons seeking to intervene as a party must satisfy the well-established administrative standard by pleading *and proving* that their substantial interests will be affected by our final agency action.[28]

Every person listed above in Section I(A) of this Order filed a Petition to Intervene. Several of these persons filed for intervention on their own behalf, while others sought to intervene to represent the interests of a group or association of persons. The Prehearing Officer determined that all Petitions to Intervene were legally sufficient, and granted them *subject to proof of standing*.

Because the standards for individual and associational standing differ, each is discussed separately below.

a. Individual Standing

An individual seeking to intervene on the basis that their substantial interests will be affected must plead and prove facts sufficient to demonstrate an injury in fact which is of sufficient immediacy to entitle them to an evidentiary hearing, and that this injury is of a type or nature which the proceeding is designed to protect. *Agrico Chem. Co. v. Dep't of Env't Regul.,* 406 So. 2d 478, 482 (Fla. 1st DCA 1981).

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[24] *Citizens I*, 146 So. 3d at 1165.
[25] *See FAIR*, 371 So. 3d at 913.
[26] *See* Sections 120.569(2)(a) & 366.06, F.S.
[27] *See* Sections 120.52(13)(b) & 350.0611(1), F.S.
[28] *See* Section 120.52(13)(b), F.S. & Rule 28-106.205, F.A.C.

AWI, EA, EVgo, FL Rising, Circle K, RaceTrac, Wawa, and Walmart each filed for intervention as an individual person whose substantial interests are or may be affected by the determination in this docket, and submitted prefiled testimony in support of those allegations. No party or intervenor objected to the standing of these persons. We find that the record demonstrates each of these persons is an FPL ratepayer. Our decision in this docket will establish the allowable rates and charges FPL may levy on its ratepayers for the next four years and, accordingly, will directly impact FPL ratepayers' substantial interests.[29] This base rate proceeding is specifically designed to allow ratepayers the opportunity to protect these interests. On these bases, we find that each of these persons has individual standing to intervene as a party.[30]

b. Associational Standing

An association seeking to intervene in an administrative proceeding on behalf of its members must specifically plead and prove the following:

(1) the substantial interests of a substantial number of its members may be affected by the proceeding;

(2) the subject matter of the proceeding is within the association's general scope of interest and activity; and

(3) the relief requested is of a type appropriate for the association to receive on behalf of its members.

Fla. Home Builders Ass'n v. Dep't of Lab. & Emp. Sec., 412 So. 2d 351, 354 (Fla. 1982).

LULAC, ECOSWF, Florida Rising, FIPUG, AACE, FEIA, FEA, FRF, SACE and FAIR filed for associational intervention to represent the interests of their individual members. Each of these organizations – with the exceptions of SACE and FEA, as discussed below – submitted prefiled testimony to demonstrate that a substantial number of the members are FPL ratepayers. The same organizations submitted evidence to demonstrate that the subject matter of this proceeding is within each organization's general scope of interest and activity, and that the relief requested is of a type appropriate for the organization to receive on behalf of its members.

FEL contends that SACE should be denied standing as a matter of fact on the basis that they failed to submit any evidence to support the allegations in their Petition to Intervene as specifically required by the Prehearing Officer. FEL contends that the evidence submitted by FRF, FEA, an FIPUG in support of standing is insufficient. Finally, FEL contends that FRF, FEA, and FIPUG should be denied standing as a matter of law on the basis that they are not legally incorporated. Neither FEL nor any other party specifically contest the standing of the remaining organizational intervenors.

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[29] *See* Order No. PSC-12-0229-PCO-EI, issued May 9, 2012, in Docket No. 20120015-EI, *In re: Petition for Increase in Rates by Florida Power & Light Co.* (FPL customer is substantially affected and has standing to intervene in FPL rate case).
[30] Section 120.52(13)(b), F.S.

We find that LULAC, ECOSWF, Florida Rising, AACE, FEIA, and FAIR have standing to intervene as associations to represent the interests of their members. The factual and legal contentions regarding the standing of SACE, FRF, FEA, and FIPUG are discussed below.

i. SACE

The Prehearing Officer found that SACE's allegations in its Petition to Intervene, taken as true, are sufficient to support all elements of associational standing under *Florida Home Builders*. Accordingly, the Order Granting Intervention for SACE stated that "SACE's petition to intervene shall be granted, *subject to proof of standing or stipulations that there are sufficient facts to support all elements for standing*."[31]

Despite the directions in this Order, SACE offered no prefiled testimony or factual stipulations in support of its allegations. Instead, SACE argues that it should be granted standing in this proceeding based on inferences from findings and conclusions in prior Commission orders. As argued by SACE in its brief:

> SACE clearly has standing to intervene in this proceeding. The Commission has determined in numerous past cases, including rate cases, before this Commission that SACE has standing, and has determined preliminarily in Order No. PSC-2025-0079-PCO that SACE has alleged sufficient facts in this proceeding to be granted intervenor status. Pursuant to the standard Order Establishing Procedure in this case, Order No. PSC-2025-0075-PCO-0075-PCO-EI, the Commission has taken official notice of all its own final orders, and it is therefore unnecessary for SACE to request or seek their official recognition. Thus, these Final Orders constitute record competent substantial evidence in this proceeding, upon which determinations may be founded, and reasonable inferences can be made . . . . The Commission may reasonably, based on these Final Orders, which are a matter of record in this proceeding, together with SACE's assertions in its filings, which are consistent with those in prior cases, draw the inference that in three short months (since entry of the most recent order) no radical changes have occurred in SACE's membership or corporate status to alter its intervenor status.[32]

The Florida First District Court of Appeal has cautioned against using prior final orders for any purpose other than legal precedent, specifically noting such orders are not binding factual precedent if challenged in a subsequent proceeding:

> Respondents have expressed concern that persons not parties to a Section 120.565 proceeding, who therefore are not in a position to seek judicial review of the resulting declaratory statement, may later be adversely affected by the agency's enforcement against them of its interpretation of law thus announced. That is true.

[31] Order No. PSC-2025-0079-PCO-EI (emphasis added).
[32] Order No. PSC-2025-0298-PHO-EI at 45-46.

> Agency orders rendered in Section 120.57 proceedings may in the same way indirectly determine controversies and affect persons yet unborn. But the rule is stare decisis, not res judicata. If such a person's substantial interests are to be determined in the light of a prior agency order or declaratory statement, Section 120.57 proceedings will afford him the opportunity to attack the agency's position by appropriate means, and Section 120.68 will provide judicial review in due course.[33]

Based on the absence of supporting testimony or other competent, substantial record evidence regarding SACE membership, we find that SACE has failed to prove its standing.[34] Because SACE did not prefile testimony or otherwise introduce evidence, we need not take any curative action with respect to the record.

ii. FRF, FIPUG, FEA: Sufficiency of Evidence

FRF and FIPUG each submitted prefiled testimony and evidence in support of their allegations of standing. However, FEL asserts that the evidence presented is insufficient to demonstrate associational standing.

As to FRF, FEL generally avers that the organization "failed to put in almost any evidence whatsoever regarding its standing." While the evidence FRF offered may not be as extensive as that submitted by other intervenors, it did provide unrebutted factual assertions regarding its members, their status as FPL ratepayers, and their arguments for seeking lower rates. We find this evidence sufficient to demonstrate standing.

Neither FIPUG nor FEA are incorporated.[35] Accordingly, they do not have articles of incorporation that set forth their interest(s). FEL asserts that the absence of such articles renders it impossible to make factual findings as to whether the relief sought is appropriate for the entity to receive on behalf of its members as necessary to satisfy the third prong of *Florida Home Builders*. However, in making factual findings, we are not restricted to only matters that appear on the face of the record. We may also draw reasonable inferences from the competent, substantial record evidence.[36] In this instance, we have record evidence of the membership of each intervenor, the focus of their prefiled testimony, and the rate relief sought. We may rely on inferences from this evidence in making a determination as to whether the common interests are being pursued and whether the relief sought is appropriate.

The unrebutted demonstrates that FIPUG members are among the largest FPL customers, consume significant quantities of electricity, and require reliable electrical service at affordable prices to power their operations. We may reasonably infer that FIPUG's members have a common interest in reliable and affordable electrical service for large users, and that it is appropriate for this group to receive relief consistent with these common interests. FEL seems to

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[33] *State Dep't of Health & Rehab. Servs. v. Barr*, 359 So. 2d 503, 505 (Fla.1st DCA 1978).
[34] *See Fraternal Ord. of Police, Miami Lodge No. 20 v. City of Miami*, 233 So. 3d 1240, 1242 (Fla. 3d DCA 2017).
[35] FRF is an incorporated entity.
[36] *See Avalon's Assisted Living, LLC v. Agency for Health Care Admin.*, 80 So. 3d 347, 351 (Fla. 1st DCA 2011) (finder of fact permitted to draw reasonable inferences from competent substantial evidence in the record).

admit as much in its post-hearing brief when it contends that FIPUG is among the parties pursuing "niche issues" and "special interests" that all "benefit[] the interests of large corporations."

FEA did not submit prefiled testimony in support of its standing. However, there are federal regulations that fill in the factual blanks with respect to FEA. Federal agencies are treated as a unit for certain purposes under the Code of Federal Regulations.[37] The Department of Air Force Counsel has been specifically delegated authority to represent these agencies as a unit before the Commission.[38] The purpose of this representation of the unified agencies is to take action that is advantageous to the Federal Government in terms of economy, efficiency, or service with respect to public utilities. FEL's contention that FEA is a "fictitious entity" is belied by these provisions that establish the agencies as a single unit and designate common representation for identified purposes, which include affordable (economic) electrical service.

On the basis of the record evidence and the reasonable inferences from that evidence, we find that FRF, FIPUG, and FEA have provided sufficient facts to demonstrate standing to intervene in this proceeding.

iii. FIPUG and FEA: Standing of Unincorporated Entities

FEL next asserts that FIPUG and FEA lack standing as a matter of law because they are unincorporated. FEL is correct in asserting that, under common law, unincorporated associations have no legal existence[39] and cannot sue or be sued in their own name.[40] We relied on that case law in dismissing a petition to intervene filed by an unincorporated association.[41] However, we find that case law, on its own, insufficient to support a conclusion on this record that FIPUG and FEA lack standing, especially when other considerations are taken into full account.

The definition of "party" to a Chapter 120 proceeding includes "[a]ny other *person* . . . whose substantial interests will be affected by proposed agency action, and who makes an appearance as a party."[42] "Person" under Section 120.52(14), F.S., means "any person described in s. 1.01, any unit of government in or outside the state, and any agency described in subsection (1)." "Person" described in Section 1.01, F.S., "includes individuals, children, firms, *associations*, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, *and all other groups or combinations*."[43] In identifying "associations,"

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[37] "Agency" is defined broadly to include any executive department, government corporation, military department, the Postal Service, court and court administrative offices, an instrumentality of the legislative branch, and similar entities and facilities. *See, e.g.*, 5 U.S.C. section 550.1103 & subsection 2634.105(b).
[38] 40 U.S.C. § 501(c)(1)(B).
[39] *Larkin v. Buranosky*, 973 So. 2d 1286, 1287 (Fla. 4th DCA 2008); *Johnston v. Meredith*, 840 So. 2d 315, 315 (Fla. 3d DCA 2003).
[40] *I.W. Phillips & Co. v. Hall*, 128 So. 635, 637 (Fla. 1930).
[41] Order No. PSC-08-0596-PCO-GU, issued September 16, 2008, in Docket No. 20080002-EG, *In re: Energy Conservation Cost Recovery Clause*, at 4; *See* Order No. PSC-07-0695-PCO-EI, issued August 24, 2007, in Docket No. 20070467-EI, *In re: Petition to Determine Need for Polk Unit 6 Electric Power Plant by Tampa Electric Power Company* (requiring proof of valid corporate certificate issued by the Department of State).
[42] Section 120.52(13)(b), F.S. (emphasis added).
[43] Fla. Stat. §1.01(3) (emphasis added).

"other groups," and "combinations" separately from "corporations," this statute provides a different and broader definition of "person" than the common law relied upon by FEL. While mindful that "[a]ny statute that deviates from the common law approach must be strictly construed,"[44] we find the arguments of FIPUG on this point to be persuasive and the broader statutory definition to be applicable.

FEL cites *Cape Cave Corp. v. State Dep't of Envtl. Reg.*, 498 So. 2d 1309 (Fla. 1st DCA 1986) as further support for its argument that "unincorporated associations may not bring administrative claims." However, standing in that case was decided under Section 403.412(5), F.S., with the court expressly stating that "the standing requirements of Chapter 120, Florida Statutes, do not apply to this intervention." 498 So. 2d at 1311-12. After stating that these provisions do not apply, the court continued in *dicta* to question the agency's conclusion in its final order regarding Section 1.01(3), noting that there is an "absence of explicit treatment of the issue in prior case law." *Id.* at 1311 n.7.[45] We do not find that *dicta* to be persuasive.[46]

FEL also argues that common law concerns regarding the enforceability of a judgment against an unincorporated entity should apply here to preclude FEA and FIPUG from intervening. Based on concerns with enforceability, courts have applied the common law to bar suits by an association of foreign investors organized under the laws of Spain[47] and college fraternities.[48] These situations are fundamentally different from a utility monopoly where the entity bringing the administrative proceeding (utility) and those intervening in that proceeding (ratepayers) have an existing and ongoing substantial interest in the rates they are obligated to pay, which are decided in a base rate proceeding. There is no question as to whether the judgement will be enforceable or enforced. There is no question as to ratepayers' past or ongoing substantial interest in receiving utility services. And there is certainly no question as to the efficiency of having groups of ratepayers participate in base rate proceedings under common representation, rather than having dozens if not hundreds of individual persons in a docket such as this one. [49] The same can be said of FPL's ratepayers, whether individual residents (FAIR), large power users (FIPUG), retail operations (FRF), or governmental agencies (FEA).

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[44] *Hilyer Sod, Inc. v. Willis Shaw Exp., Inc.*, 817 So. 2d 1050, 1054 (Fla. 3d DCA 2002).

[45]The only appellate case that has cited *Cape Cave* on the issue of standing also involved Section 403.412, F.S., and an appellant who "does not contend that it is entitled to participate in these proceedings by virtue of a substantial interest" under Chapter 120, F.S. See *Legal Env't Assistance Found. v. Dep't of Env't Prot.*, 702 So. 2d 1352, 1352 (Fla. 1st DCA 1997).

[46] FEL cited one recommended order issued by DOAH that discusses *Cape Cave* and its potential effect on standing under Chapter 120 generally. The Administrative Law Judge concluded in that recommended order that unincorporated associations do not have standing under Chapter 120. As noted by FIPUG in its brief, this portion of the Recommended Order was not adopted by the agency, and has no precedential value.

[47] *Asociacion De Perjudicados Por Inversiones Efectuadas En U.S.A. v. Citibank, F.S.B.*, 770 So. 2d 1267, 1268 (Fla. 3d DCA 2000).

[48] *Johnston v. Meredith*, 840 So. 2d 315, 316 (Fla. 3d DCA 2003).

[49] *Fla. Home Builders Assn. v. Dept. of Lab. and Emp. Sec.*, 412 So. 2d 351, 353 (Fla. 1982)(allowing trade associations to intervene and bring one proceeding on behalf of members conserves litigant and tribunal resources and avoids duplicitous proceedings);; *cf. Rogers & Ford Constr. Corp. v. Carlandia Corp.*¸626 So. 2d 1350, 1354 (Fla. 1993) (suit by condominium association more efficient than suits by individual unit owners for same reasons).

Finally, FEL cautions that unincorporated entities will escape the sanction provisions of Chapter 120, F.S., as there will be no "party" from whom to collect attorneys' fees or costs should that entity be found to have participated in a proceeding for an improper purpose. FEL continues that "all attorneys would be well-advised to intervene with an unincorporated association on behalf of their real clients in interest – that way, should there be an award against their client, there will be nothing to collect as unincorporated associations, as shown above, cannot be sued and cannot be collected against." *Id*.

The following provision applies to proceedings under Section 120.57, F.S., such as this one, and allows the tribunal to impose sanctions against an attorney of record:

> All pleadings, motions, or other papers filed in the proceeding must be signed by the party, the party's attorney, or the party's qualified representative. The signature constitutes a certificate that the person has read the pleading, motion, or other paper and that, based upon reasonable inquiry, it is not interposed for any improper purposes, such as to harass or to cause unnecessary delay, or for frivolous purpose or needless increase in the cost of litigation. If a pleading, motion, or other paper is signed in violation of these requirements, the presiding officer shall impose upon the person who signed it, the represented party, or both, an appropriate sanction, which may include an order to pay the other party or parties the amount of reasonable expenses incurred because of the filing of the pleading, motion, or other paper, including a reasonable attorney's fee.[50]

For all of these reasons, we reject these arguments as to the legal standing of FRF, FEA, and FIPUG.

2. Legal Authority to Approve Mechanisms

The remaining legal issues address our legal authority to approve certain accounting mechanisms proposed in the 2025 SSA. In our Final Order in FPL's 2021 base rate case, we approved mechanisms substantially the same as the ones as proposed in the 2025 SSA. The Final Order in that docket was appealed, and the Florida Supreme Court "remand(ed) this case to the Commission for an explanation of its decision consistent with the governing law as set forth in our case law and reiterated here."[51] This quoted sentence was followed by this footnote:

> Appellants raise other arguments in opposition to the Commission's approval of the settlement agreement. These arguments include challenges to the Commission's statutory authority to approve various pieces of the settlement agreement: the Storm Cost Recovery Mechanism; the Reserve Surplus Amortization Mechanism; the Asset Optimization Incentive, which includes the monetization of renewable energy credits; a corporate tax adjustment; the Solar Base Rate Adjustment mechanism (SoBRA); a construction incentive for solar generation sites constructed pursuant to SoBRA; and cost recovery related to the

[50] Section 120.569(2)(e), F.S. (emphasis added).
[51] *FAIR*, 371 So. 3d at 907.

> Green Hydrogen Pilot Program and a consummation payment FPL made to Jacksonville Electric Authority concerning the retirement of a coal-fired power generation unit. To the extent any of these challenges to the Commission's statutory authority is preserved, none gives us a reason to set aside the order under review.[52]

Following the Court's remand, we issued a Supplemental Final Order. In that Order, we quoted this footnote, and then concluded that "[b]ecause the Court found our stated bases for jurisdiction to be sufficient, we are not entering supplemental findings or conclusions regarding our jurisdiction to consider the 2021 Settlement, and that section of the 2021 Final Order remains unchanged."[53] On appeal of the Supplemental Final Order, the Supreme Court affirmed, and did not upset its prior determination that we had jurisdiction to consider FPL's proposed mechanisms.[54]

Based on the Florida Supreme Court's rulings in *FAIR* and *FRI*, we conclude that we have jurisdiction to consider whether FPL's proposed mechanisms meet the requirements of the substantive law. As recognized by the Florida Supreme Court, this jurisdiction arises from our broad ratemaking authority under Chapter 366, F.S., including Sections 366.01, 366.04, 366.05, and 366.06, F.S. Specific arguments raised by the parties as to the individual issues are set forth below.[55]

a. Rate Stabilization Mechanism (RSM)[56]

OPC argues that the Commission lacks authority to approve the RSM. That argument is limited to opposing FPL's proposed use of unprotected, non-excess deferred taxes as part of the RSM funding. OPC contends that the proposed use of these taxes violates Section 366.01, F.S., because it is *ipso facto* contrary to the public interest. OPC continues that the proposal violates the utility accounting principle of matching and prohibition on double-recovery. Finally, OPC argues that the proposed use of these taxes is without support in Commission precedent.

Both OPC and FEL contend that the use of funds that were collected to pay deferred taxes to populate the RSM followed by the (re)collection of funds over the next 30 years to pay those taxes as they come due violates Section 366.06, F.S., which provides that an electric utility shall recover "the actual legitimate costs of the property of each utility company, actually used and useful in the public service."

FPL argues that accounting mechanisms like the RSM have been previously approved by the Commission and affirmed by the Florida Supreme Court. FPL contends that the remaining

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[52] 371 So. 3d at 907 (emphasis added).
[53] Order No. PSC-2024-0078-FOF-EI at 5.
[54] *Fla. Rising, Inc. v. Fla. Pub. Serv. Comm'n*, 415 So. 3d 135, 144 (Fla. 2025).
[55] SACE, AWI, EA, EVgo, and FRF did not take a post-hearing position on Legal Issues 2-5. FEA and FIPUG concur with the arguments presented by FPL. FAIR adopts and concurs with the position and arguments of OPC. FEIA and the Fuel Retailers adopt the post-hearing positions of FPL on these Legal Issues.
[56] The RSM is discussed in detail under Major Element 16.

arguments do not pertain to the legal authority for the mechanism, and are addressed elsewhere in its post-hearing brief on the merits.

The RSM is modeled after and is proposed to function almost identically to FPL's previously-approved Reserve Surplus Amortization Mechanism (RSAM). The RSAM was populated with funds that were collected to pay depreciation expenses over the useful lives of the subject assets. Once expended via operation of the RSAM, these funds would be (re)collected over the useful lives of the assets to pay depreciation expenses as they come due. The RSM is proposed to be populated with funds that were collected to pay deferred taxes over the lives of the repaired assets, followed by the (re)collection of funds over the next 30 years to pay those taxes as they come due. The use of unprotected, non-excess deferred taxes as part of such a mechanism is not readily distinguishable in any material manner from the use of a depreciation reserve to fund the RSAM

As noted above, the various arguments raised by FEL and OPC regarding conflicts with Sections 366.01 and 366.06, F.S., and violations of double-recovery and matching have been considered and rejected by the Florida Supreme Court. Thus, there is no general legal authority that prohibits the carryover of excess funds from one approved mechanism (RSAM) to another (RSM). Moreover, OPC's position that we lack the statutory authority to approve the RSM is contrary to the Florida Supreme Court's prior rulings finding substantially similar mechanisms do not violate principles such as the matching principle and the prohibition of double recovery. Additionally, the record evidence shows the description and function of the RSM to be a mechanism that falls under the Commission's jurisdiction in 366.01, F.S. We have considered the arguments and testimony and find that the record evidence also demonstrates that the RSM does not lead to double recovery or violation of matching principles.

FEL argues that there is a very specific prohibition on the carryover of funds from the RSAM to the RSM in the terms of the 2021 SSA. Specifically, FEL points to the provisions in the 2021 SSA that direct FPL to "not amortize any portion of the Reserve Amount past December 31, 2025" absent providing notice that it would not seek new base rates with an effective date earlier than January 1, 2027. Because it is undisputed that FPL did not give the notice required under this section, FEL argues that the remaining RSAM funds may not be used in the RSM in 2026.

The provision cited by FEL is found in paragraph 16(g) of the 2021 SSA. This paragraph establishes the process for FPL to follow if it desired to extend the Minimum Term of the 2021 SSA for one year past December 31, 2025. FPL chose not to give notice and not to extend the Minimum Term of the 2021 SSA. Pursuant to operation of this paragraph, this choice results in FPL not being able to amortize funds in the RSAM past December 31, 2025. This paragraph imposes no other restrictions on the remaining RSAM funds. Importantly, it does not prohibit the transfer or carryover of these funds to another, non-RSAM mechanism at the end of the Minimum Term. FEL's isolated reading of one sentence as being a prohibition on carrying over RSAM funds is not consistent with a full reading of the remainder of the paragraph. Placing this sentence in context demonstrates that it applies only to a situation not present here where FPL gave notice that it would forego a general base rate increase for another year.

This treatment is consistent with the manner in which we have addressed funds that remain in previously-approved RSAMs at the end of the subject settlement agreement's term. As stated in the 2021 SSA at page 20, the 2016 SSA RSAM amount was "the depreciation reserve surplus remaining at the end of 2016 plus up to $1 billion of [new] theoretical reserve surplus effected by the depreciation agreed upon by the parties." The 2021 SSA RSAM amount included "the final amount of 'rollover' surplus that remained at the end of 2021." Accepting FEL's argument would be inconsistent with this consistent historic approach.[57]

For all of these reasons, we conclude that we do possess the legal authority to approve the RSM.

b. Solar Base Rate Adjustments

OPC states that its argument against the legal authority for the SoBRA is found in its brief in its discussion of Major Element 12. However, there are no specific arguments regarding our legal authority in OPC's discussion of Major Element 12.

FEL states its position as follows: "Possibly, under existing precedent regarding SoBRAs in Settlements. However, FEL maintains that the applicable precedent was wrongly decided and does not believe there is statutory authority for the SoBRA mechanisms as contained in the settlement." FEL provided no further argument in support of this position.

FPL argues that we have previously approved the SoBRA mechanism for FPL – at least once with the concurrence of OPC – as well as for other Florida investor owned utilities. FPL also notes that the SoBRA mechanism has been upheld by the Florida Supreme Court.

Based on the Florida Supreme Court's rulings in *FAIR* and *FRI*, we conclude that we have the legal authority to consider whether the proposed SoBRA mechanism meets the requirements of substantive law. Specific arguments raised by the parties as to the merits of the SoBRA proposal are set forth below under Major Element 11.

c. <u>Storm Cost Recovery Mechanism</u>

OPC states that its argument against our legal authority to approve the Storm Cost Recovery Mechanism (SCRM) is found in its discussion of Major Element 11. However, there are no specific arguments regarding our legal authority under OPC's discussion of Major Element 11.

FEL states that we may possibly have authority, under existing precedent regarding storm cost recovery mechanism in settlements. However, FEL maintains that the applicable precedent was wrongly decided and believes there is no statutory authority for the storm cost recovery mechanisms as contained in the settlement. FEL notes that no other jurisdictions have a

[57] FEL contends that paragraph 21 of the 2025 SSA contains a date discrepancy or scrivener's error that would allow FPL to continue the RSM indefinitely into the future. This provision is not unlike its counterpart in the 2021 SSA, and is designed to do nothing more than allow FPL the option to extend the Minimum Term of the SSA if it is in a financial position to do so.

comparable mechanism. FEL further contends that "FPL's approach of charge first, consider legitimate costs later is unlawful as there is no statutory basis for the Commission to pre-approval (sic) rate increases."

Like with the SoBRA, FPL argues that the SCRM mechanism has been previously approved by the Commission for FPL and has been upheld by the Florida Supreme Court. FPL further asserts that the legal arguments by OPC and FEL are based on the incorrect presumption that the SCRM increases rates, when it is instead "a pass through of the incremental storm costs actually incurred."

Based on the Florida Supreme Court's rulings in *FAIR* and *FRI*, we conclude that we have the legal authority to consider whether the proposed SCRM meets the requirements of substantive law. Specific arguments raised by the parties as to the merits of the SCRM are set forth below under Major Element 10.

d. Change in Tax Law

OPC states that its argument against the legal authority for the mechanism to address changes in the tax law is found in its discussion of Major Element 13. However, there are no specific arguments regarding our legal authority under OPC's discussion of Major Element 13.

FEL states that we may possibly have authority under existing precedent regarding tax law change mechanisms in settlements. However, FEL maintains that the applicable precedent was wrongly decided and believes there is no statutory authority for the tax law change mechanisms contained in the settlement. FEL contends that we cannot allow FPL to unilaterally change rates based on hypotheticals, and that any change requires a public hearing and proof that FPL earnings have fallen below the lower threshold of its ranges.

FPL argues that the change in tax law mechanism has been approved by us for FPL and other Florida investor owned utilities. FPL also notes that the SoBRA mechanism has been upheld by the Florida Supreme Court.

Based on the Florida Supreme Court's rulings in *FAIR* and *FRI*, we conclude that we have the legal authority to consider whether the proposed Change in Tax Law mechanism meets the requirements of substantive law. Specific arguments raised by the parties as to the individual issues are set forth below under Major Element 12.

D. MAJOR ELEMENTS

The Florida Supreme Court has stated that, in reviewing a settlement agreement, we need not resolve every issue independently in our final order, but we must discuss the major elements of the settlement agreement and explain why it is in the public interest.[58] In order to identify the Major Elements of the 2025 SSA, our staff noticed and conducted an informal meeting of the

[58] *FAIR*, 371 So. 3d at 912.

parties. After considering the positions of all parties, the Prehearing Officer issued Order No. PSC-2025-0345-PCO-EI, and therein identified the 26 Major Elements[59] of the 2025 SSA. This Order was issued September 12, 2025, allowing the parties ample time to explore the Major Elements in discovery in preparation for the final hearing.

Our findings of fact regarding each Major Element of the 2025 SSA and the competing arguments presented by the parties are set forth below.

1. Term

FPL's initial request sought approval of a four-year rate plan that would begin on January 1, 2026, and last until December 31, 2029. The 2025 SSA proposed a rate plan with the same initial date of January 1, 2026, which would continue until the later of December 31, 2029, or the effective date of new base rates when FPL's base rates are next reset in a general base rate proceeding (the Term). The minimum term of the agreement is the four years ended December 31, 2029 (the Minimum Term). Except in certain circumstances as expressly provided in the 2025 SSA, FPL could not seek another base rate increase during the Term. The SPs argue the 2025 SSA provides base rate predictability for FPL customers and allows FPL to continue its focus on improving service and creating additional operating efficiencies.

The NSPs argue the rate stability purported to benefit customers is illusory, as customer bills could still fluctuate significantly during the Term due to recurring concerns such as storm damage, natural gas prices, and inflation, as well as concerns specific to this case, such as the continued availability of Investment and Production Tax Credits at projected levels and the impact of potential federal tariffs.

If a utility's rates are insufficient to yield reasonable compensation, that utility may request a proceeding under Section 366.06(2), F.S., in order for the Commission to determine just and reasonable rates. If the Commission finds that a utility's rates are excessive, it can initiate a proceeding to determine just and reasonable rates. FPL acknowledges these statutory guardrails and describes its four-year plan as a "unilateral commitment" to not seek a general base rate increase beyond the adjustments contemplated in the 2025 SSA.

Accordingly, while we have resolved base rate cases in previous years that include multi-year increases to rates, and in settlement agreements we have similarly approved "stay-out" provisions, we recognize our statutory obligation to monitor utility earnings and, if circumstances warrant, require additional proceedings. For these reasons, we acknowledge FPL's commitment to a four-year stay-out, while also noting that approval of the 2025 SSA would not prohibit future proceedings on these matters during the Term.

[59] Due to an apparent scrivener's error, the major element numbering in Order No. PSC-2025-0345-PCO-EI is non-consecutive and skips from 25 to 29. There are no major elements listed as 26 through 28. Thus, while the Order references 29 major elements, there are only 26.

2. Cost of Capital

In FPL's as-filed case petition, the Company requested an overall rate of return of 7.63 percent for 2026 and 7.64 percent for 2027. This request was based on a capital structure that included an equity ratio of 59.60 percent of investor sources of capital, and a return on equity (ROE) of 11.90 percent, with a range of 10.90 percent to 12.90 percent.[60] The 2025 SSA provides that all rates, including those established in cost recovery clause proceedings during the Term, shall be set using a 10.95 percent ROE, with an authorized range of 9.95 percent to 11.95 percent. The 2025 SSA maintains the 59.60 percent equity ratio.

We consider the proposed ROE and capital structure according to the standards set forth in the *Hope*[61] and *Bluefield*[62] decisions. In *Bluefield*, the U.S. Supreme Court stated:

> A public utility is entitled to such rates as will permit it to earn a return on the value of the property which it employs for the convenience of the public equal to that generally being made at the same time and in the same general part of the country on investments in other business undertakings which are attended by corresponding risks and uncertainties, but it has no constitutional right to profits such as are realized or anticipated in highly profitable enterprises or speculative ventures. The return should be reasonably sufficient to assure investor confidence in the financial soundness of the utility and should be adequate, under efficient and economical management, to maintain and support its credit and enable it to raise the money necessary for the proper discharge of its public duties.[63]

In *Hope*, the Court established a standard for the ROE that remains the guiding principle for ratemaking regulatory proceedings to this day:

> [T]he return to the equity owner should be commensurate with returns on investments in other enterprises having corresponding risks. That return, moreover, should be sufficient to assure confidence in the financial integrity of the enterprise, so as to maintain its credit and to attract capital.[64]

Establishing the ROE under these standards is a utility-specific, factual determination.[65] The record evidence indicates there were a broad array of differing ROE recommendations from multiple parties ranging from a midpoint of 9.2% to 11.9%. Some recommended ROEs were supported by analytical approaches while others were more judgmental or based on decisions from other jurisdictions. OPC and FEA were the only intervenors to perform ROE analyses and

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[60] Out of thirteen signatory intervenors, five took no position on the 11.90 percent ROE requested by FPL in its as-filed case. The remaining eight took positions that the ROE should be below 10.00 percent, except FIPUG who offered what appears to be a range of 9.81 percent to 10.50 percent.
[61] *Federal Power Commission v. Hope Natural Gas Company*, 320 U.S. 591 (1944).
[62] *Bluefield Waterworks and Improvement Company v. Public Service Commission of West Virginia*, 262 U.S. 679 (1923).
[63] 262 U.S. at 692-93.
[64] 320 U.S. at 603.
[65] *Bluefield,* at 692; *United Tel. Co. v. Mayo,* 345 So. 2d 648 (Fla. 1977).

recommended an authorized ROE for FPL between 9.20% and 9.50%. FEL, FAIR, FIPUG, and Walmart did not perform ROE analyses.

FPL agreed in the 2025 SSA to lower the ROE by 95 basis points to 10.95 percent, which is effectively equivalent to a reduction in the annual revenue requirement of approximately $485 million in 2026 and more than $2 billion over the term of the settlement. In the context of the broader Settlement, and together with FPL's equity ratio of 59.60 percent, the SPs argued a 10.95 percent mid-point ROE provides a fair and reasonable allowed return on equity.

The SPs further argued that, combined with the RSM, the proposed 10.95 percent ROE provides FPL the financial strength it needs to continue to attract capital to make investments for the benefit of customers and maintain its strong balance sheet to withstand unexpected risks. The SPs opined the 10.95 percent ROE and 59.60 percent equity ratio is commensurate with returns available for investments of similar risk, would support FPL's credit profile, and would enable the Company to attract capital at reasonable rates as required under the *Hope* and *Bluefield* Supreme Court decisions. The SPs contend that approval of the 2025 SSA would maintain rate predictability and stability and reinforce Florida's constructive regulatory environment.

The NSPs first argue that the reduction in ROE from 11.90 percent to 10.95 percent is not a significant concession by FPL because, based on experience, there was "zero chance" that we would approve an ROE above 10.95 percent with a 59.60 percent equity ratio. The NSPs continue that the recognized standard for fair and reasonable ROEs to be established by utility regulatory authorities such as the Commission is that the allowed ROE should be equal to the returns generally being earned at the same time and in the same general part of the country on comparable investments. Under this standard, the NSPs argue that the proposed 10.95 percent ROE is excessive because it is 45 basis points greater than any ROE approved, whether in a settlement or a litigated outcome, by any public utility commission or public service commission in the United States over the past two years, and 45 basis points greater than the highest ROEs approved in the southeastern United States in recent years.[66]

OPC argued that it is necessary to consider recent national average awarded ROEs as a benchmark when determining whether FPL's proposed ROE comports with the *Bluefield* and *Hope* standards. The recently authorized, average ROEs for vertically integrated electric companies are 9.71 percent in 2023, 9.85 percent in 2024, and 9.83 percent through April 2025. The average ROE for vertically integrated utilities authorized from 2023 through April 29, 2025, is 9.78 percent. OPC argued these returns show the actual average ROEs that will be earned for the companies that have similar risks to those of FPL. The NSPs opined that a more reasonable ROE would be 10.60 percent, with a range of 9.60 percent to 11.60 percent, as included in their proposal. The NSPs also proposed to maintain FPL's equity ratio of 59.60 percent, based on investor sources.

[66] The ROEs approved in 2024 and 2025 for other vertically integrated electric utilities in the southeastern U.S. range from 9.70 percent for Virginia Electric & Power Co. in Virginia to 10.50 percent for Georgia Power Co. in Georgia and Tampa Electric Company in Florida.

FPL argued that accepting the NSP's proposal to reduce FPL's current ROE by 20 basis points would be viewed by investors as a departure from our past practice and increase investors' perception of regulatory risk. FPL further argued that credit rating agencies likely would downgrade FPL's credit rating which would eventually increase FPL's overall cost of capital. FPL and the SPs disagreed with the NSPs' argument that FPL's proposed ROE is unreasonable as compared to the national average of ROEs awarded over the past few years, noting that this argument completely failed to consider FPL's comparable risk profile in relation to accepted cost of equity analysis. Further, FPL points out that the Company's current allowed 10.80 percent ROE was approved when 30-year Treasury Yields were 2.49 percent in mid-2022, and that these yields are now approximately 4.70 percent.

FPL argued the proposed equity ratio of 59.60 percent contributes to FPL's strong balance sheet that supports FPL's credit quality and financial strength that allows FPL to obtain capital at reasonable rates. Further, FPL argues that it has maintained its current Commission-approved 59.60 percent equity ratio for the past 20 years and a significant reduction in the equity ratio would be viewed by credit rating agencies as upward pressure on regulatory risk. Witness Coyne acknowledged FPL's proposed equity ratio of 59.60 percent has been included in the Company's capital structure for the past 20 years and is at the top of the range of equity ratios of the comparable proxy group. However, witness Coyne also agreed that the more debt in a capital structure, the riskier that company is relative to a company with lower debt, all else being equal.

The intervenors' criticisms of the ROE recommended by FPL witness Coyne largely focus on FPL's requested ROE as compared to other IOU's approved ROEs. However, FPL offered testimony and evidence supporting the fact that it has a different risk profile than other electric utility companies for which returns were set. FPL witnesses Coyne and Bores testified that several factors bear upon FPL's risk profile, such as:

(a) the Company's substantial capital expenditure program;
(b) FPL's nuclear generation fleet;
(c) risks associated with storm damage and resulting outages;
(d) regulatory risk relative to the proxy group companies; and
(e) risk related to the term of FPL's proposed 4-year rate plan.

We find these factors elevate FPL's risk profile and support its requested ROE. Additionally, while FPL's risk profile supports a cost of equity that is higher than the average for other integrated electric utilities, there was testimony and evidence that the Intervenors' comparisons to the other Florida investor-owned utilities were not apples to apples, because risk factors differ between FPL and the other Florida IOUs. For example, FPL presented evidence that neither Duke Energy Florida, LLC nor Tampa Electric Company own nuclear generation, and both have lesser coastal exposure to hurricane and storm risk than FPL, making their risk profiles, and by extension required shareholder returns, different. Therefore, FPLs proposed ROE when viewed in the context of FPL's unique business risks that differentiate it from the proxy group, appear to be reasonable.

We find that the 2025 SSA resolves the multiple differing and competing positions regarding the ROE. Providing for a ROE of 10.95%, a significant concession that is 95 basis points (0.95%) below the initial recommendation by FPL witness Coyne, allows FPL to maintain an ROE that is within the range calculated by the financial models offered by FPL witness Coyne and FEA witness Walters (7.24% to 11.12%), and is slightly above the range estimated by OPC witness Lawton (8.5 1% to 10.64%). Moreover, testimony at the hearing supported the reasonableness of the ROE in the 2025 SSA, showing that reducing the ROE below FPL's currently authorized ROE would likely have the counterproductive effect of increasing the Company's overall cost of capital. Additionally, a lower ROE, as proposed by the NSPs, may lead investors to increase their perception of regulatory and business risk affecting FPL's ability to attract cost-effective capital necessary to continue to deliver reliability and low customer bills.

As shown by the record evidence discussed above, the proposed 10.95 percent ROE meets all the tenets of *Hope* and *Bluefield*. The 10.95 percent ROE included in the 2025 SSA is within the range of model results estimated by FPL witness Coyne and FEA witness Walters. Lowering the ROE by 95 basis points from the as-filed case has reduced the annual revenue requirement by $485 million, or $2 billion over the four-year Term. Coupled with the equity ratio of 59.60 percent, the 10.95 percent ROE supports FPL's credit quality and financial strength which, in turn, allows FPL to obtain capital at reasonable rates for the ultimate benefit of the electric customer.

3. 2026 & 2027 Base Rate Adjustments

In its petition, FPL requested a base rate increase of $1.545 billion for the 2026 projected test year and $927 million for the 2027 projected test year. In the 2025 SSA, these requests were reduced to $945 million and $705 million, respectively. The decrease in the requested amount resulted in a 39 percent reduction for 2026 and a 24 percent reduction for 2027. Under the 2025 SSA, this amount is inclusive of the investment tax credits (ITC) benefit FPL will receive for the battery storage facilities.

The SPs assert that the adjustment in base rates in the 2025 SSA represents a reasonable reduction that is in the public interest, especially given FPL's original request. The SPs further stated that the 2025 SSA provides a reasonable base rate increase in regards to other settled and litigated electric and gas rate cases and that residential and business customers will see lower increases in their bills than they would have under the as-filed case. FPL stated that an increase to base rates is necessary in 2026 and 2027 to support FPL's growth over the next four years, and that its ROE is projected to fall below the authorized range without the increase.

OPC claimed that the main drivers of the base rate increase were unnecessary planned solar and battery additions, various overstated operating expenses, inflated cost of capital, and excessive plant held for future use (PHFU). Furthermore, OPC witness Schultz testified that the 2027 test year reduction to base rates appears overstated, due to solar projects now being recovered by a SoBRA mechanism rather than included in base rates. In its brief, OPC identified $304 million worth of reductions that witness Schultz recommended for FPL's original filing, including a reduction of $228.8 million to salaries and benefits that OPC believes to still be necessary.

FEL disagreed that the base rate reduction was in the public interest or that the reduction of spending was a compromise. FEL contended that the changes for both the 2026 and 2027 test year revenue requirements were primarily due to the reduction in the ROE and extensions to retirement and recovery schedules. FEL claimed that even though the amount collected through base rates has decreased, functionally FPL has still included everything in the revenue requirement that was requested in its as-filed case. FEL further claimed that customer growth and inflation accounted for less than half of rate base growth over the past 15 years, and that the remainder of this growth has come from unneeded plant construction and expansion.[67]

The NSPs' Proposal offered a reduction of $678 million, which would result in a base rate increase of $867 million, a 44 percent reduction from the as-filed case for the 2026 test year. For the 2027 test year, the NSPs' Proposal offered a $524 million reduction, resulting in an increase in base rates of $403 million, a 57 percent reduction.

The reduced amounts in the 2025 SSA reflect the negotiations made by the SPs and the compromise of various positions within the overall Agreement. The reduction results in the benefit of lower residential and business customer rates than the as-filed case.

Perdido Renewable Natural Gas (RNG) Project

The Perdido RNG Project references FPL's plan to construct and operate a biogas upgrading facility that will allow it to convert landfill gas into pipeline-quality natural gas. The landfill gas is currently being consumed by two FPL-owned turbine generating engines at the landfill, both of which will reach the end of their useful lives and be retired by 2029. FPL witness Oliver testified this project is expected to be operational in 2028, and will provide a cumulative present value revenue requirement (CPVRR) benefit of $41 million and enhance FPL's gas supply.[68]

Our authority to determine and fix fair, just, and reasonable rates for public utilities comes from Section 366.06(1), F.S. The definition of "electric utility" provided in Section 366.02(4), F.S., includes any utility which "owns, maintains, or operates an electric generation, transmission, or distribution system" within Florida. Under the plain meaning of these statutes, cost recovery is permissible only for costs arising from the "generation, transmission, or distribution" of electricity.[69] The Perdido RNG Project investment is for utility-owned equipment that will process an existing fuel source. The evidence demonstrates that the investment will benefit FPL's customers. The evidence further demonstrates that the Perdido RNG Project represents utility plant investment in owned and operated facilities that directly support FPL's existing generation fleet.

[67] FEL also questioned FPL's award of incentive compensation to 96.7 percent of their employees. FPL responded that the Company's level of total compensation remains below the market median, and argued that these incentives are appropriate and necessary as FPL needs to be able to compete for quality workers.
[68] Although the 2025 SSA does not specifically mention the Perdido RNG Project, FPL witness Bores confirmed in testimony that FPL seeks approval of all of its projects proposed for 2026 and 2027, which includes this project.
[69] *Citizens of the State of Florida v. Graham*, 191 So. 3d 897, 901 (Fla. 2016).

Sales Forecast

An important input to the 2026 and 2027 base rate adjustments proposed by the SPs is projected revenue growth. OPC provided expert testimony demonstrating the need for an increase in FPL's projected revenues of $133,032,000 (jurisdictional) related to underestimated sales and customer growth. FEL witness Rábago argued that FPL customer rates are increased in part due to the Company's reliance on twenty-year weather normalization models which he claims discounts the existence of climate change.

FPL stated that its weather normalized forecasts vary from its weather normalized actuals by less than one percent. It also maintained that twenty-year normal weather is widely used for forecasting and normalization. OPC stated that our approval of the 2025 SSA without taking into account the NSPs recommended sales adjustment of $133,032,000 and recommended adjustment for depreciation and dismantlement expenses would cause all customers to overpay for service. FPL's weather-normalized retail sales based on FPL's 20 year normalization period have been lower than actual sales for each of the past 10 years (2015 through 2024), averaging 2.2 percent difference between weather normalized sales and actual sales.

Because the reduction in FPL's 2026 and 2027 base rate adjustments in the 2025 SSA is not itemized by the source of the adjusted dollars, we make no additional findings regarding retail sales forecasts. We do find that the overall reduction in the base rate adjustments along with the other provisions of the 2025 SSA address all concerns regarding customer rates.

4. Revenue Requirement Allocation

FPL stated that an important goal in setting rates is to bring all rate classes as close as reasonably practicable to the FPL system average Rate of Return (ROR) in order to minimize interclass cross subsidies. The ROR for each class compared to the system average ROR equates to the parity index for each rate class.[70] FPL set the target revenue by rate class to move each class towards parity and improve parity among the rate classes to the greatest extent possible. Moving rate classes towards parity must be consistent with gradualism.[71]

The revenue requirements established in the 2025 SSA are allocated using a modified equal percentage allocation. All rate classes, excluding the Residential Service rate class, would be allocated revenues based on an adjusted system average. The revenue allocation to the Residential Service rate class was limited to 95 percent of the adjusted system average.[72] The resulting revenue differential (the 5 percent reduction from the Residential Service rate class allocation) was assigned on an equal percentage basis to the remaining non-residential classes.

[70] A parity index of one would reflect a match of costs and revenues. An index above one reflects that the revenues from the subject rate class exceed the costs to serve that class. Conversely, an index below one reflects that revenues received for service are less than costs incurred to serve.
[71] Under the general policy of gradualism, we seek to limit the increase of a specific rate class to 1.5 times the system average increase in total rate class operating revenue (including adjustment clauses). Gradualism also requires that no rate class receive a decrease in revenue.
[72] This cap reduced the amount allocated to the Residential Service rate class by $29 million.

This revenue allocation reflects a negotiated compromise of differing and competing positions by parties representing a range of interests and customers.

The NSPs contend that, under the 2025 SSA, the large load classes were the largest beneficiaries of the revenue reduction. As a result, continues the argument, the revenue increase to the General Service rate class is too high,[73] and the revenue reduction to the Residential Service rate class is not high enough. FEL contends that the 2025 SSA should be rejected because the proposed revenue allocation it is not based on a cost of service study. To the extent FPL relies on the cost of service from the 2021 Settlement, FEL argues that a methodology that is not open to review cannot be used to justify the revenue allocations. FEL calculates that under the 2025 SSA, compared to FPL's as-filed revenue allocation that was based on a cost of service study, Residential Service and General Service customers are projected to pay almost $350 million more than their fair share in 2026. As an alternative, the NSPs' Proposal includes a cost-of-service study that applies the 12 CP and 1/13 Average Demand methodology for Production Plant, and 12 CP for Transmission Plant, limited by our traditional gradualism test.

The revenue allocation under the 2025 SSA is consistent with our gradualism policy.[74] The parity indices are generally consistent with the parity index for each rate class at present rates under the methodology approved in the 2021 rate case. Under the 2021 Settlement, the parity index for the Residential Service class is 0.99. Under the 2025 SSA, that index is 0.98. The parity index for the General Service rate class under the 2025 SSA is 1.18. Under the current allocation method approved in the 2021 Rate Case Settlement, the General Service rate class parity index is 1.18. We further note that the General Service rate class received the same percent increase as the other Commercial and Industrial rate classes. The five-year Compound Annual Growth Rate of the typical General Service customer bill is projected to be approximately 2.4 percent, the lowest among the major Commercial and Industrial rate classes and below the rate of inflation. This means the Residential Service rate class is receiving a revenue allocation that is approximately $241 million less in 2026 and $318 million less in 2027, or collectively $559 million less over the two year period under the 2025 SSA. FPL's projected 2026 residential bill will remain 22% below the current national average. As far as the General Service Class is concerned, it received the same increase as every other non-residential class.

The revenue requirement allocation in the 2025 SSA is not the result of one specific cost of service study. The revenue requirement allocation is the result of negotiations in a complex docket with five cost of service studies, each with its own assumptions, methodologies, inputs, and conclusions. In this context, it stands to reason that the negotiated outcome would not be the result of one agreed-upon study, but would rather be based on inputs from more than one cost of service study. Not only is one specific cost of service study not required, the parity results of the revenue allocation under the proposed settlement are within the ranges of parity under each cost of service methodology presented and are reasonable. Our duty is to determine whether the

[73] In the as-filed case, FPL proposed a 3.3 percent increase (without adjustment clauses) for the GS class in the 2026 test year. For the same period using the same assumptions, the 2025 SSA includes a 10.4 percent increase for the GS class.
[74] The rate increase for each specific rate class was less than 1.5 times the system average increase in total rate class operating revenue.

resulting allocation results in rates that are fair, just, and reasonable, and is in the public interest when considered as part of the 2025 SSA as a whole. That determination is set forth at the conclusion of this Order.

5. Commercial/Industrial Load Control and Demand Reduction Program Credits

As part of its FEECA[75] programs, FPL offers the Commercial/Industrial Load Control (CILC) and Commercial Demand Reduction (CDR) programs. Eligible ratepayers who participate in either of these programs receive bill credits or lower rates in exchange for an agreement to have their electric service interrupted or curtailed under specified conditions. This lower level of service reduces the firm demand FPL must meet with generation resources. In FPL's as-filed case, it proposed to decrease its monthly CILC/CDR program credit from $8.76/kW to $6.22/kW. In the Settlement Agreement, FPL proposes to increase the monthly program credit to $9.75/kW in 2026. In each following year during the settlement term, FPL proposes to increase this credit amount at the effective dates of each SoBRA and by the SoBRA factors it submits in those filings.

FPL recovers the cost of CILC/CDR program credits through the Energy Conservation Cost Recovery (ECCR) Clause. The 2026 monthly CILC/CDR program credit proposed in the 2025 SSA would result in a net annual increase of $8.6 million to the ECCR Clause as compared to the as-filed case. This amount would be subsequently adjusted with each SoBRA increase.

FEL argued that there should be no monthly credit provided for this program because the program has not been dispatched in many years and is not projected to be dispatched. As to the specific amount, the NSPs argued that the proposed monthly credit and subsequent increases are no longer cost-effective based on the Rate Impact Measure (RIM) test,[76] and therefore, it would be more cost-effective for FPL to build generation to serve customers and replace the capacity claimed from interruptible customers under the CILC/CDR programs.[77] Additionally, because FPL's methodology demonstrates that adding generation reduces the loss of load probability, each SoBRA should have a corresponding reduction in the need to interrupt CILC/CDR program participants and credit amount. [78] The NSPs asserted that the general body of ratepayers will have to pay more over the four-year settlement term as a result of the proposed monthly CILC/CDR program credit than they would have paid under FPL's original proposal.

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[75] The Florida Energy Efficiency and Conservation Act (FEECA) is codified at Sections 366.80 through 366.83, and 403.519, F.S.

[76] The RIM test measures the net costs of a DSM program as a resource option to non-participants, and is therefore an indirect measure of the impact on customer rates caused by a DSM program. A RIM score of one or more means that the benefits of the program outweigh the costs to customers.

[77] On cross examination, FEL's primary witness on this issue evidenced a limited understanding of the actual operation of CILC/CDR program and its impacts on participants.

[78] The CILC/CDR program monthly credit would be $7.48/kW in 2027, and $4.90/kW in 2028, if the SoBRA additions were analyzed using FPL's proposed SLOLP methodology. The maximum cost-effective CILC/CDR monthly program credit under that methodology (as measured under RIM) would be $4.25/kW.

The proposed monthly credit of $9.75/kW in 2026 is a modest (11%) increase from the current monthly credit of $8.76/kW, and represents a reasonable compromise between the credit levels proposed by the SPs.[79] While the proposed monthly credit does not pass the RIM test, it passes the TRC test,[80] one of the three cost-effective tests we recognize, with a score of 105.79. The provision in the 2025 SSA regarding increases to these credits effective with each SoBRA is consistent with FPL's practice since 2013.

6. Large Load Contract Service

In its original filing, FPL proposed new Large Load Contract Service (LLCS) tariffs LLCS-1 and LLCS-2 and an associated LLCS Service Agreement. FPL proposed the tariffs and Agreement to address anticipated impacts on FPL's transmission system and generation resource plan from anticipated large load customers – primarily data centers – and to protect the general body of ratepayers from the incremental costs associated with such loads. In this filing, FPL proposed that the LLCS tariffs apply to new or incremental loads of 25 MW or greater and with a load factor of 85 percent or greater.

The LLCS-1 tariff allows for up to 3 gigawatts (GW) of combined load (cap); limits service to three areas (St. Lucie, Martin, and Palm Beach counties), chosen for their proximity to FPL's 500 kW transmission lines and suitability for incremental generation; and contains an incremental generation charge (IGC), which is based on the annual revenue requirement for the incremental generation capacity that can serve 3 GW of additional load. The LLCS-2 tariff is available to customers outside the three designated LLCS-1 zones, contains no 3 GW load cap, and contains a revenue requirement formula for the incremental generation/transmission capacity charge.

FPL included the following provisions in the LLCS rate schedules to protect customers:

- Customers must enter into a binding LLCS Service Agreement
- Incremental generation charge to recover the incremental generation costs FPL incurred to serve the LLCS customer
- 20-year minimum term (20 years based on useful life of batteries); after the minimum term customer must provide 2-year termination notice if customer wishes to terminate service

[79] In the as-filed case, Walmart witness Perry, FRF witness Georgis, and FIPUG witness Ly opposed FPL's proposed decreased program credit amount because they believe the amount understates the value of the program as a dependable capacity resource that can reliably be called upon when needed and will undermine program participation. They recommended either maintaining the monthly CILC/CDR program credit amount at the current level of $8.76/kW, increasing to $9.63/kW, or increasing to $12.32/kW, respectively.

[80] The Total Resource Cost (TRC) test measures the net costs of a DSM program as a resource option based on the total costs of the program, including both the participants' and the utility's costs. A TRC score of one or more means that the program is cost-effective as a resource option for the utility's system.

- Exit fees for early termination (prior to minimum term or less than two years notice) equivalent to payment of the total incremental generation charge for the remaining term of the LLCS Service Agreement or 2-year notice period

- Negotiated load ramp period (time from in-service date until customer reaches full contract demand) and negotiated maximum contract demand; the billed incremental generation charge is based on customer's load ramp demand and thereafter on customer's contract demand

- Minimum take-or-pay requirement applicable to the demand charges (base and clauses) based on higher of 90 percent of contract demand or highest previously established monthly billing demand during the past 11 months

- Required Performance Security amount equivalent to payment of 100 percent of the IGC over the 20-year term of the LLCS Service Agreement; security can be guaranty from customer's parent, letter of credit, or cash deposit in escrow

- Contributions-in-aid of Construction (CIAC)[81] payment to cover costs associated with extending service to the customer facility required within 45 days of signing LLCS Agreement

- Customer must pay for system impact study and engineering study related to interconnection

FPL proposed three revisions to the LLCS tariffs in its rebuttal testimony. First, because FPL expects to serve 1 GW under LLCS-1 by the end of 2029, the IGC has been recalculated and reduced from $28.07/kW (based on 3 GW of load) to $12.18/Kw. This reduced amount is based on the capacity additions needed to serve the 1 GW of load by the end of 2029, rather than the entire 3 GW of load available to be served under that rate schedule. Second, based on recent engineering studies completed or currently in progress showing that most large load customers will be in excess of 100 MW, the threshold to qualify for LLCS was increased from 25 MW to 50 MW. Third, FPL reduced the minimum take-or-pay demand charge from 90 percent to 70 percent. This take-or-pay provision only applies to demand charges, and recovers a portion of the fixed transmission, distribution, and customers' costs incurred to serve an LLCS customer.

The LLCS rate schedules in the 2025 SSA remain as proposed in the rebuttal testimony. FPL did revise the performance security provisions in the LLCS Service Agreement such that the security amount will be based on the customer's credit rating relative to the incremental generation investment required to serve that customer. As initially proposed, the security amount was equal to the total IGC to be paid by the customer over the 20 year term of the LLCS Service Agreement with no adjustment for credit rating. FPL determined that it would be reasonable for the security amount to be based on the customer's credit rating. Customers that have higher credit ratings would be required to post lower collateral to reflect their lower relative risk as compared to a customer with a lower credit rating. The performance security can be cash, letter

[81] The CIAC proposed by FPL as part of this tariff is discussed in detail with regard to Major Element 7.

of credit, surety bond, or a parent company guaranty. Consistent with the original filing, an LLCS customer is still required to pay 100 percent of the IGC. In addition, the IGC contained in the LLCS-1 rate schedule is consistent with the change proposed in the rebuttal testimony and updated to reflect the return on equity agreed to in the 2025 Settlement. The LLCS-1 IGC charge contained in the 2025 Settlement is $11.67/kW.

FEL contended generally that the LLCS provisions in the 2025 SSA do not go far enough to protect existing and future customers from potentially subsidizing this new generation demand. The remaining NSPs were generally supportive or silent regarding the LLCS proposals. OPC proposed that that we conduct a workshop "to provide a collaborative framework for impacted stakeholders to create a disciplined planning structure" and to explore concerns over potential subsidization and financial repercussions from large data centers.

The LLCS reduction in the minimum take-or-pay provision from the original 90 percent to 70 percent does not substantially diminish customer protections. The 70 percent minimum take-or-pay provision is in addition to a large load customer being required to pay 100 percent of the IGC charges for the 20-year term of the agreement. The combination of these measures provides a safeguard designed to protect FPL's general body of ratepayers if the large load contract demand does not meet projections. The LLCS rate schedules as proposed adequately protect ratepayers.

7. CIAC Tariff

Contributions in aid of construction (CIAC) refers to the amount due from applicants who request significantly new or upgraded facilities in order to receive electric service. The applicant's load is the primary driver of the total cost to extend service. If FPL does not fully recover its investment from the applicant because the projected load did not materialize, the burden for these costs would be placed on FPL's other customers. To better protect the general body of customers from risks associated with the cost incurred to install new or upgraded facilities to serve significantly large new or incremental loads, FPL proposed to revise its CIAC tariff (Tariff Sheet No. 6.199) in the as-filed case.

The Company's proposed revised CIAC tariff requirement will apply to all new non-governmental applicants that (1) have total projected load of 15 MW (represents an equivalent electrical load of approximately 10,000 homes) or more at the point of delivery or (2) require new or upgraded facilities with a total estimated cost of $25 million or more at the point of delivery. The 15 MW and $25 million thresholds were set with the intent that the tariff would apply only to applicants of substantial size. An applicant that meets or exceeds one or both of these thresholds would be required to advance the total estimated costs to extend service and will receive a refund through monthly bill credits of the advanced costs minus the required CIAC amount due under Rule 25-6.064, F.A.C.

The Company's existing Commission-approved tariff requires applicants with speculative or uncertain load or revenue to enter into a Performance Guaranty Agreement (PGA) with FPL, and to post security in the amount equal to the non-CIAC amount. The existing PGA and proposed CIAC tariff are substantially similar except that, under the proposed CIAC tariff, the

applicants get the benefit of one additional year to repay the non-CIAC amount and the general body of customers does not have to bear the interim risk until year five of the applicant's service.

The 2025 SSA changed the CIAC cost threshold of new or upgraded facilities from $25 million or more at the point of delivery to $50 million or more. The 2025 SSA further specifies that an applicant that meets or exceeds one or both of these thresholds will be required to advance the total estimated costs to extend service and will receive a refund of the advanced costs minus the CIAC amount due under Rule 25-6.064, F.A.C. Upon the in-service date, the applicant will receive the refund through monthly bill credits that are equal to the applicant's actual monthly base energy and base demand charges for that billing cycle. The total amount eligible for refund shall be limited to the total costs to extend service less the required CIAC amount. The refund period will be limited to a maximum of five years from the in-service date or until the full costs to extend service, less the required CIAC, has been refunded to the applicant through bill credits, whichever occurs first. Any remaining balance after the end of the five-year refund period will become nonrefundable.

Applicants below that threshold are still subject to FPL's existing PGA tariff if there is uncertainty regarding the applicant's projected load or estimated revenues used to calculate the CIAC amount. Under the PGA, the applicant pays the CIAC upfront and posts collateral in an amount equal to the non-CIAC amount. The primary difference is whether the applicant posts collateral for the non-CIAC amount under the PGA or is required to pay the non-CIAC amount upfront.

FEL argued that doubling the monetary threshold from $25 million to $50 million leaves customers open to subsidizing the transmission and distribution costs for new customers who still require significant investments into FPL's grid. The NSPs advocated approval of the CIAC tariff modifications as proposed by FPL in the as-filed case, with the additional requirement that FPL file a schedule attached to its monthly Earnings Surveillance Report showing the incremental amount of CIAC collected pursuant to the CIAC tariff modification contained in paragraph seven of the 2025 SSA.

The $50 million threshold for CIAC in the 2025 SSA, coupled with the applicability of the PGA to smaller loads where there is uncertainty as to whether the applicant's load or estimated annual revenues materialize, protects the general body of ratepayers. While the CIAC requires payment of the non-CIAC amount upfront and the PGA requires collateral in this amount, FPL has the ability to access the collateral at the end of the four-year period to cover any differential at that time. The ratepayers are protected in both situations. Finally, limiting the CIAC to non-governmental entities appropriately accounts for relative risk between providing service to established, budgeted governments and new, private developments.

8. Electric Vehicle Charging Programs

In the as-filed case, FPL proposed several modifications to its existing electric vehicle charging programs, as well as the addition of certain new programs. In the proposed 2025 SSA, FPL has proposed further modifications to its electric vehicle charging programs.

The GSD-1EV (25 kW to 500 kW) and GSLD-1EV (500-2,000 kW) tariffs are voluntary EV public charging pilot tariffs that we approved effective January 2021 for a 5-year period pursuant to Order No. PSC-2020-0512-TRF-EI.[82] The tariffs are set to terminate on January 1, 2026. Pursuant to the 2025 SSA, the GSD-1EV and GSLD-1EV riders would become permanent. In addition, FPL will create a new GSLD-2EV tariff. This new rate schedule will be permanent and is designed to allow for demand greater than 2,000 kW. Until the new rate schedule is established, existing customers will be allowed to exceed 2,000 kW of demand and remain in GSLD-1EV.

The Utility-owned Electric Vehicle (UEV) tariff is currently a pilot program applicable to customers charging electric vehicles at FPL-owned public EV charging stations with an output power of 50 kW or greater. In the original filing, FPL proposed to increase the UEV rate from $0.30 per kWh to $0.35 per kWh and to make the UEV tariff permanent. The 2025 SSA provides that FPL would increase the UEV rate to $0.45 cents per kWh, with an additional two-cent increase (to $0.47/kWh) in January 2027, and an additional one-cent increase each January 1 in 2028 (to $0.48/kWh) and 2029 (to $0.49/kWh). FPL committed to not initiating any further new construction of FPL-owned public EV charging stations during the term of the Settlement. The proposed Settlement permits FPL to complete any ongoing construction of FPL-owned fast-charging infrastructure initiated prior to the term of the Settlement, for a total of not more than 585 FPL-owned ports.

The CEVCS-1 tariff is a Commission-approved pilot program available on a voluntary basis to customers who desire commercial EV charging for fleet vehicles though the installation of FPL owned, operated, and maintained EV charging equipment. In the original filing, FPL proposed to make the CEVCS-1 program permanent and remove the word “fleet” to allow broader types of commercial electric vehicle charging. Pursuant to paragraph eight of the 2025 SSA, the CEVCS-1 tariff would continue as a pilot program and will not be expanded.

The RS-1EV is a Commission-approved pilot program applicable to residential customers who request the installation of FPL owned, operated, and maintained EV charging equipment. Customers taking service under the RS-1EV program pay a fixed monthly program charge, a fixed monthly off-peak energy charge, and a variable energy charge for on-peak energy consumption. In the original filing, FPL proposed to close RS-1EV to new customers effective January 1, 2026, and cancel the tariff effective December 31, 2029. FPL also proposed to increase the fixed monthly price each January 1 to reflect the actual costs and usage until the program terminates. FPL proposed a new program, RS-2EV, to which current RS-1EV participants will be required to transition once the RS-1EV program terminates in December 31, 2029, if they wish to remain residential EV charging customers. The 2025 SSA includes the residential electric vehicle tariffs as proposed in the as-filed case without modifications.

The Make-Ready program was not included in FPL’s original filing. The Make-Ready program is an incentive program that helps cover the upfront costs of preparing a site for an electric vehicle charging station. In the 2025 SSA, FPL commits to spending $20 million on a

[82] Issued December 21, 2020, in Docket No. 2020170-EI, *In re: Petition for approval of optional electric vehicle public charging pilot tariffs, by Florida Power & Light Company.*

Make-Ready program for electric vehicle charging infrastructure. This amount will be amortized over a four-year period, with $19 million designated for public DCFC infrastructure, and $1 million designated for Level 2 charging infrastructure. The Make-Ready Program will provide financial credits to third-party commercial customers building DCFC and Level 2 stations. These customers can receive from $20,000-$50,000 per port, up to a maximum of $120,000-$300,000 per site. FPL anticipates that revenues from this program will offset the credits and all program costs over the life of the customers' charging assets.

The arguments against these tariffs posit that the EV programs (1) are subsidized by the general body of ratepayers, (2) will result in stranded assets, or (3) direct ratepayer monies to the benefit of private EV developers. For example, FEL argues that the costs association with serving a charging station taking service under the GSLD-2EV rate is significantly higher than serving a customer under the GSLD-1EV, which increases the risk that other classes of customers will end up subsidizing the benefits the GSLD-2EV customers receive under this schedule. FEL also argues that if utilization of the UEV stations does not continue to increase, the general body will be subsidizing these programs for a longer period of time without seeing benefits.

The evidence in the record indicates that the proposed Make-Ready program will not result in subsidization by the general body of ratepayers over the life of the asset. Additional revenues are expected to eventually produce a net benefit. Because the program has objective criteria for applicants, with caps on ports and sites, it will expand EV charging options for anyone in FPL's service territory while enhancing, rather than distorting, competition. The evidence further demonstrates that the new proposed UEV rates are market-based and, even with projections for lower charger utilization of facilities operating under that tariff, the program will operate without support from the general body ratepayers by the end of the useful lives of the assets.

Overall, these tariffs as amended would build on the success of FPL's current demand limiter programs and accommodate technology changes, including larger vehicle batteries, faster charging stations, and larger installations of chargers.

9. Cost Allocation Methodology for Cost Recovery Clause Factors

FPL currently uses the 12 Coincident Peak (CP) and 1/13 Average Demand (AD) methodology to allocate production plant and the 12 CP methodology to allocate transmission plant. These methodologies were agreed terms of FPL's 2021 Settlement and apply to both base rate and cost recovery clause purposes.

In its as-filed case, FPL proposed a 12 CP and 25 percent methodology for production plant costs, which allocates 75 percent of demand-related production plant costs based on average 12 CP demand and 25 percent based on energy, or average demand. FPL asserted that this increase in energy weighting from 1/13 (which equates to about eight percent) to 25 percent more accurately reflects how FPL plans and operates its generating facilities with the fuel savings realized due to the significant amount of solar penetration in the Company's generation

mix. For transmission costs, FPL proposed to continue the 12 CP method. Consistent with prior practice, FPL would apply the new proposal to both base rates and cost recovery clauses.

Pursuant to the 2025 SSA, effective January 1, 2026, all clause factors shall be allocated using the 4 CP and 12 percent AD methodology for production plant and 4 CP for transmission plant during the term of the Settlement. Whereas the 12 CP methodology utilizes the coincident peaks in all 12 months to calculate cost allocation, the 4 CP methodology utilizes the coincident peaks in only four selected months. The applicable allocation methodology for base rates remains unchanged from FPL's 2021 Settlement.

FEL notes that no party explicitly advocated for a 4 CP and 12 percent AD methodology, and argues that the application of a 4 CP demand allocation factor favors large, high-load-factor customers. FEL continues that the 4 CP methodology is irreconcilably different than the cost of service methodology adopted in the 2025 SSA for base rates. The NSPs' Proposal preserves the 12 CP and 1/13th AD methodology for production plant and 12 CP for transmission plant for applicable clause proceedings and base rate cost allocation.

The 4 CP methodology is recognized in the utility industry as an appropriate cost allocation approach alternative for allocating production and transmission plant costs, and is employed by other Florida investor-owned utilities. It allocates production and transmission plant costs based on each customer class's contribution to the system's peak demand during the four coincident peak hours of the year. Inclusion of the 12 percent energy cost weighting for production plant recognizes the role that energy plays in the selection of production resources.

The four clauses impacted by approval of the Settlement would be the capacity, conservation, environmental, and storm protection plan cost recovery clauses. The impact of this change will result in a reallocation of clause costs among customer classes, with some classes, including residential, seeing increases and others seeing decreases in their allocated share of clause costs. A comparison of the 4 CP and 12 percent AD methodology to the current 12 CP and 1/13 AD methodology shows very little incremental bill impact. The projected impact of using 4CP and 12% allocation for all clauses is $0.00 for a residential customer using 1,000 kWh in 2026, due to the magnitude of costs recovered through the clauses.

10. Storm Cost Recovery Mechanism

Each utility is required to file a Storm Damage Self-Insurance Reserve Study (Storm Reserve Study) with us at least once every five years, or when the utility is seeking a change to its target accumulated balance or annual accrual amount for Account No. 228.1.[83] In its original filing, FPL requested to increase its existing storm reserve of $220 million to $300 million and to increase its surcharge of $4 to $5 per 1,000 kWh. FPL provided a Storm Reserve Study to comply with Rule 25-6.0143(1)(l), F.A.C., and support its request. FPL's existing storm reserve

[83] Account No. 228.1, Accumulated Provision for Property Insurance, "may be established to provide for losses through accident, fire, flood, storms, nuclear accidents and similar type hazards to the utility's own property or property leased from others, which is not covered by insurance." Rule 28-6.0143(1)(a), F.A.C.

amount and existing surcharge were approved as part of its 2021 Settlement Agreement. This provision in the 2025 SSA is unchanged from FPL's original filing.

The 2025 SSA also includes a Storm Cost Recovery Mechanism (SCRM). This proposal is consistent with our approval of the SCRM in FPL's 2021 Settlement. Under the SCRM, FPL can seek recovery for costs associated with a tropical system named by the National Hurricane Center or its successor if the storm reserve is fully depleted. This recovery is limited to the estimate of incremental costs above the level of storm reserve prior to the storm and the replenishment of the storm reserve to $300 million. FPL's recovery of storm costs on an interim basis will begin 60 days following the filing of a cost recovery petition. Tariffs will be based on a 12-month recovery period if the storm costs do not exceed $5.00 per 1,000 kWh on a monthly residential bill. Any additional costs exceeding $5.00 per 1,000 kWh may be recovered in subsequent years(s) should we determine it to be appropriate. All storm related costs subject to interim recovery under the storm cost recovery mechanism will be calculated and disposed of under Rule 25-6.0143, F.A.C. In the event that FPL incurs an excess of approximately $500 million of qualifying storm costs in a given calendar year, it may petition to increase the initial recovery beyond $5.00 per 1,000 kWh.

OPC asserts that FPL did not meet its burden of proof on this issue because the prior approvals referenced as evidentiary support were all in the context of non-precedential settlement agreements. OPC and FAIR argued that the reserve level should remain as currently approved. As an alternative, the NSPs' Proposal conditioned agreement to a surcharge of $5 per 1,000 kWh and a reserve level of $300 million, as originally proposed in the Company's initial filing, on an accompanying recognition that the changes reduce risk for the Company, and as such, justify a lower ROE. FEL took the position that the SCRM should be denied and, similar to OPC, argued that approval should result in a lower ROE in recognition of the decreased risk.

By increasing both the storm reserve and the surcharge, FPL enhances its ability to respond promptly to severe weather events, minimize regulatory delays, and stabilize recovery efforts. Increasing the surcharge from $4 to $5 per 1,000 kWh reduces the time for FPL to replenish its storm reserve by approximately one month regardless of whether the reserve was $220 or $300 million. Limiting storm surcharges to $4 per 1,000 kWh, compared to $5 per 1,000 kWh, extends the effective recovery periods for a future storm charge and would result in higher overall financing costs for FPL's customers. Increasing the storm reserve level to $300 million would reduce regulatory lag in recovery compared to keeping the storm reserve at the current level.

11. SoBRA Base Rate Adjustments 2027, 2028, 2029

In its original filing, FPL proposed a new Solar and Battery Base Rate Adjustment (SoBRA) mechanism that would allow FPL to recover costs associated with the addition of 3,278 MWs of solar facilities (1,490 MW in 2028 and 1,788 MW in 2029) and 1,192 MW of battery storage facilities (596 MW in both 2028 and 2029). To recover costs under the SoBRA mechanism, FPL would be required to demonstrate either an economic or a resource need in a future proceeding. Additionally, FPL would be required to demonstrate that the SoBRA projects were the lowest cost resource available to timely meet the resource need and the cost of the

components, engineering, and construction are reasonable. FPL intends to elect out of normalization and, instead, flow through the full investment tax credits (ITCs) benefit in the first year of all battery storage facilities added during the 2026 through 2029 period, such that the full ITC will flow through to customers as a one-time revenue requirement reduction in the year the facility enters service.[84] The revenue requirements for the proposed SoBRA mechanism would authorize FPL to reflect the removal of ITCs associated with battery projects in the year following the projects in-service date.

The proposed SoBRA mechanism in the 2025 SSA differs from FPL's original petition in that it includes 2027 solar projects and has alternative requirements for cost recovery. The Settlement SoBRA identifies 1,192 MWs of solar projects in 2027 for a total of 4,470 MW of solar generation between 2027 and 2029, and increases battery projects in 2028 and 2029 from 596 MW to 600 MW. The 2025 SSA SoBRA mechanism also requires our approval in a future proceeding, but the requirements for that approval now vary by resource type. For the solar projects, FPL must demonstrate economic need with the requirement of a CPVRR that shows benefits within 10 years of the project in-service year and a cost benefit ratio of 1.15 to 1 compared to the projected system CPVRR without the solar projects. To demonstrate a resource need, solar and battery projects must demonstrate a reliability need for the incremental capacity. Unlike FPL's initial petition which specified the use of FPL's newly proposed (Stochastic Loss of Load Probability or SLOLP) resource planning methodology, the 2025 SSA does not specify the methodology. Furthermore, the 2025 SSA details that we will have an opportunity to review FPL's proposed SoBRA generation projects in a limited proceeding to determine eligibility for cost recovery under the proposed mechanism to determine whether the proposed solar or battery projects meet the economic and reliability criteria defined in the Settlement. All other terms of the 2025 SSA SoBRA reflect the terms and conditions of FPL's proposed initial SoBRA mechanism.

OPC argued against approval of the proposed SoBRA projects, stating that the cost-effectiveness of the proposed projects was dependent on ITCs that were uncertain due to pending tax law changes. Similarly, FEL argued that FPL's flow through of ITC benefits should be denied and instead be normalized over the life of the storage facilities. OPC also asserted that FPL may not have a resource need for the proposed solar and battery projects. FEL criticized the use of the SLOLP methodology as a reliability metric in determining the necessity of the resource needs in the SoBRA mechanism. FEL took issue with the inputs provided by FPL for use in the model, the operation of the model itself, and certain model outputs that did not appear to match empirical data on like weather dates.

The 2025 SSA does not bind FPL or this Commission to utilize, rely on, or accept any particular assumptions or methodologies, including the SLOLP, in the submission and review of future SoBRAs. The only binding requirement for our future determinations is that any review of FPL's system CPVRR analysis includes a comparison to a scenario without the proposed solar projects. The terms of the settlement do not impact our authority to assess FPL's future resource needs.

[84] FPL has historically fully amortized the tax benefits of the ITCs spread over the book life of the related depreciable asset, also known as normalization.

We have previously approved settlement agreements and subsequent year adjustments tying base rate increases to the addition of generation, including natural gas, solar, and battery storage.[85] The proposed mechanism allows FPL to increase solar and battery capacity incrementally over a defined period, with concurrent, gradual increases to rate base provided the additions meet the economic and/or reliability metrics. An increase in solar generation furthers the goals established under Section 366.91(6), F.S., which provides:

> The Legislature finds that it is in the public interest to promote the development of renewable energy resources in this state. Renewable energy resources have the potential to help diversify fuel types to meet Florida's growing dependency on natural gas for electric production, minimize the volatility of fuel costs, encourage investment within the state, improve environmental conditions, and make Florida a leader in new and innovative technologies.

To the extent it allows FPL the opportunity to add solar generation during the Settlement Term, the SoBRA mechanism furthers the legislative intent to promote the development of renewable energy resources, to diversify the types of fuel used to generate electricity, and to improve environmental conditions. We will have an opportunity to review FPL's proposed SoBRA generation projects in a limited proceeding to determine eligibility for cost recovery to determine whether the proposed solar or battery projects meet the economic and reliability criteria defined in the 2025 SSA. The limited proceeding also provides a point of entry for parties or ratepayers to participate.

12. Federal or State Tax Law Changes

The 2025 SSA contains a provision addressing changes in federal or state tax laws during the Minimum Term.[86] Specifically, if permanent federal or state tax changes are enacted effective for any of the tax years 2026 through 2029, the Agreement allows the base revenue requirement to be adjusted for the impacts of those changes. This provision requires FPL to petition us within 60 days from the effective date of the law to address the revenue requirement impact of the new tax legislation. The impact will be determined by comparing FPL's revenue requirements utilizing the new tax law against FPL's approved revenue requirements utilizing current tax law. That difference will constitute the base rate adjustments for 2026 and 2027, as applicable. The adjustment for the 2027 revenue requirement will remain in place for 2028 and 2029. Any effects of tax changes on retail revenue requirements from the effective date of the

[85] *See* Order No. PSC-2025-0038-FOF-EI, issued February 3, 2025, in Docket No. 20240026-EI, *In re: Petition for rate increase by Tampa Electric Company*; Order No. PSC-2024-0472-AS-EI, issued November 12, 2024, in Docket No. 20240025-EI, *In re: In re: Petition for rate increase by Duke Energy Florida, LLC*; Order No. PSC-2021-0446-S-EI, issued December 2, 2021, in Docket No. 20210015-EI, *In re: Petition for rate increase by Florida Power & Light Company.*

[86] In its as-filed case, the Company included a commitment to address its projected tax expense if changes to the state or federal tax codes occurred prior to the conclusion of the hearing. On August 26, 2025, prior to the final hearing, FPL filed a letter indicating that changes to federal tax law had occurred. FPL further represented that "the tax law changes result in no net impact to FPL's 2026 and 2027 Projected Test Year revenue requirements filed on February 28, 2025 and therefore has no impact on FPL's rate case."

new tax legislation through the date of the general base rate adjustments discussed above shall be flowed back to, or collected from, customers through the Capacity Cost Recovery Clause.

The language contained in the 2025 SSA also contemplates how a change in tax law would impact the provisions contained in paragraph 20 of the Settlement, the Tax Adjustment Mechanism (TAM) portion of the Rate Stabilization Mechanism (RSM).[87] All else equal, a decrease in the corporate income tax rate will reduce income tax expense as well as change the classification of a portion of the $1.155 billion of deferred tax liabilities (DTLs) included in the RSM amount to excess accumulated deferred income tax liabilities. If the 2025 SSA is approved, FPL would be authorized to restore the RSM amount utilizing unprotected excess ADIT associated with tax repairs and mixed service costs in an amount equivalent to the reduction of DTLs in the RSM resulting from the tax law change, but in no event shall the total DTL balance in the RSM exceed the original $1.155 billion.

The scope of this procedure, if activated prior to the conclusion of the 2025 rate case proceeding, would encompass tax changes for the 2026 and 2027 test years, the SoBRAs, as well as the effects on the TAM. Anticipating an objection to this provision by the NSPs based on the inclusion of the language that addresses tax law changes as it relates to the value of the TAM/RSM, the Company asserts that this is a critical component for committing and operating inside a four-year plan as proposed in the 2025 SSA. FEIA and the Fuel Retailers adopt FPL's positon on this provision.

The NSPs' Proposal included a similar provision related to tax law changes. However, this document did not include language related to how any potential tax law change would affect the proposed TAM portion of the RSM. OPC contends that our prior approval of a similar provision in FPL's 2021 Settlement is not binding because OPC was not a party to that agreement, which it further alleges was signed by parties who lacked authorization to settle on behalf of all customer interests.[88] FAIR is generally supportive of OPC's position on this matter. FEL contends that the tax law change provision is an attempt by FPL to remove Commission oversight and self-regulate, in violation of Chapter 366, Florida Statutes.

The 2025 SSA tax law change language mirrors the 2021 Settlement in virtually every respect. It differs only by (a) revaluing the TAM portion of the RSM in the event of a change in the tax law, and (b) providing for a variation in the specified time periods for amortizing unprotected excess ADITs. Allowing an adjustment to the revenue requirement to account for a tax change creates efficiencies. Any decrease can be quickly flowed to the ratepayers, while any upward adjustment allows FPL to avoid an earnings decrease associated with a higher tax rate. We will have the opportunity to review any such changes and corresponding adjustments when FPL files a petition seeking approval for its proposed treatment of tax changes. Those substantially affected would have a point of entry at that time to present any evidence and argument regarding the proposed treatment. As indicated by our previous decisions, the ability to adjust service rates due to changes in corporate income tax law is reasonable as it will – all else

[87]The TAM and RSM are further discussed below in Major Element No. 16.
[88] OPC's argument on this issue is addressed above in Section II(C) of this Order.

being equal – help ensure service rates will remain appropriately compensatory.[89] Overall, the tax change provisions contained in the 2025 SSA help ensure administrative efficiency and protect FPL and its customers when there are unexpected tax changes.

13. Capital Recovery Schedules

In its original filing, FPL proposed a group of capital recovery schedules for assets that have been retired or are expected to not be fully depreciated at the planned retirement date. These unrecovered investments include: (i) 500 kV Transmission Rebuild Project (Years 2024 and 2025), (ii) 500 kV Transmission Rebuild Project (Years 2026 and 2027), (iii) Plant Daniel Units 1 and 2, and (vi) Customer Information System and Integrated Systems. The total amount of the unrecovered cost for recovery in base rates is $256.9 million. FPL requested this cost be recovered over a period of 10 years, which would result in a rate base amortization expense of $18.9 million in 2026 and $23.7 million in 2027, respectively.

The 2025 SSA proposes to extend the amortization period of these capital recovery schedules to 20 years. The proposed extension of the amortization period of the capital recovery schedules under the 2025 SSA relative to the original filing from 10 years to 20 years results in a reduction to base rates amortization expense of $9.4 million in 2026 and $11.9 million in 2027.

The NSPs proposed that these capital recovery schedules should be amortized over 10 years, as filed in FPL's original case, because the shorter amortization recovery period provision can avoid the increased accumulation of carrying costs associated with a longer amortization period and minimizes intergenerational inequity. FEL witness Rábago further contended that the recovery period extension makes future customers pay for assets that never served them, which violates the matching principle.

As argued by FPL, future customers may receive tangible benefits from the early retirement of the identified assets by avoiding the costs and service disruptions that would have occurred if the identified assets were not retired. The overall system improvements, enhanced reliability, and operational efficiencies that result from strategic asset replacements enabled by the extended capital recovery schedules can provide value that extends beyond the original asset's planned life.

14. Depreciation and Dismantlement

FPL filed its 2025 Depreciation Study and 2025 Dismantlement Study in conjunction with the Company's petition for base rate increase on February 28, 2025. The 2025 Depreciation Study proposes to revise the depreciation parameters and the corresponding depreciation rates for various production, transmission, distribution, and general plant accounts. Based on the study, FPL proposed an annual depreciation expense of $2,641 million as of January 1, 2026. This

[89] Order No. PSC-2024-0078-FOF-EI, issued March 25, 2024, in Docket No. 20210015-EI, *In re: Petition for rate increase by Florida Power & Light Company*; and Order No. PSC-2024-0472-AS-EI, issued November 12, 2024, in Docket No. 20240025-EI, *In re: Petition for rate increase by Duke Energy Florida, LLC.*

represents an increase of approximately $171 million, compared with the expense calculated by using the existing depreciation rates.

The 2025 SSA differs from the depreciation study in one way: the estimated retirement date of Scherer Unit 3 generating plant is extended from 2035 as filed in the original case to the currently approved retirement date of 2047. With this modification, the SPs contend that FPL's 2025 Depreciation Study satisfies Rule 25-6.0436, F.A.C. The 2025 SSA's agreed-upon depreciation parameters and resulting rates are set forth in Exhibit E of the SSA and show a total annual depreciation expense of $2,626 million as of January 1, 2026.

FPL filed its 2025 Dismantlement Study as part of FPL witness Allis's direct testimony. Using witness Allis's dismantlement study, FPL witness Ferguson calculated an annual dismantlement accrual of $106 million and associated reserve of $340 million as of January 1, 2026. This accrual represents an increase of approximately $59 million compared with the currently approved dismantlement accrual.

While the 2025 SSA differs from FPL's depreciation study as regards to the estimated retirement date for Scherer Unit 3 generating plant, no corresponding adjustments were made to the dismantlement study. The dismantlement accruals in the 2025 SSA are the same as those listed in the dismantlement study

Rules 25-6.0436 and 25-6.04364, F.A.C., require electric utilities to provide depreciation and dismantlement studies at least every four years or within a time frame ordered by the Commission. The 2025 SSA provides that the four year rule requirement pertaining to filing the Company's next depreciation study will not apply to FPL. Instead, the 2025 SSA requests that we order depreciation rates and dismantlement accruals in effect as of the implementation date of the 2025 SSA to remain in effect until FPL's base rates are next reset in a general base rate proceeding. At that time, FPL must simultaneously file new depreciation and dismantlement studies and propose to reset depreciation rates and dismantlement accruals in accordance with the results of those studies. This provision is consistent with Rules 25-6.0436 and 25-6.04364, F.A.C., which allow us to set the filing timeframe by order.

The NSPs do not agree that 2047 is an appropriate estimated retirement date for Scherer Unit 3, and assert that there is no evidence that Scherer 3's retirement date has actually moved to 2047. The NSPs assert that a dismantlement expense reduction of approximately $52.9 million (jurisdictional) in 2026 and 2027, from FPL's requested annual accrual of $106 million, is appropriate.

Adjusting the estimated retirement date of Scherer Unit 3 from the Company's originally proposed retirement date of 2035 back to the currently approved 2047 retirement date is a negotiated resolution that reduces depreciation expense for customers. Keeping the estimated retirement date of Scherer Unit 3 at 2047 results in a reduction to base depreciation expense of $6.7 million in 2026 and $6.8 million in 2027 relative to the amounts included in FPL's original filing. FPL will file a comprehensive depreciation study as part of its next base rate case, which is anticipated to occur in approximately four years. At that time, all depreciation parameters,

including estimated service lives and net salvage rates, will be reviewed and updated based on the most current information available.

15. Sale of Excess ITCs and PTCs

The 2025 SSA includes a provision that would allow FPL to sell excess ITCs and Production Tax Credits (PTCs) to third parties at a discount as described in its as-filed petition. Internal Revenue Code (IRC) Section 6418, Transfer of Certain Credits, allows a taxpayer such as FPL to transfer all, or a portion of the ITCs and PTCs to unrelated taxpayers for cash equivalent up to 75 percent of its standalone federal income tax liability. Under the 2025 SSA, FPL will transfer tax credits generated in the current test year but not used on its standalone federal income tax return and be reimbursed at a discounted value for the tax credits. Any portion of an eligible tax credit that is not transferred will remain as a deferred tax asset and will be applied to the subsequent years' standalone federal income tax liability.

Tax credits that are not utilized in the current period and would otherwise be carried on the balance sheet as a deferred tax asset and have an upward impact on revenue requirements. FPL proposed to eliminate the carryforward by selling any excess tax credits to third parties at a discount and applying the proceeds against the tax credit carryforward balance. The excess ITCs would be sold at an eight percent discount, and the excess PTCs would be sold at a five percent discount. In determining the discount rate, FPL relied on an independent third party's tax credit market analysis. The higher market sales discount percentage on the ITC as compared to the PTC is due to the inherent uncertainty with final construction costs and in-service dates on ITC eligible projects such as battery storage, whereas the PTC is based on actual production volumes for projects already in service.

The NSPs argued the transfer of PTCs and ITCs to third parties as proposed in the 2025 SSA harms customers for numerous reasons. FEL asserted FPL's proposal to amortize ITCs in a single year and sell excess ITCs and PTCs at a discount would deprive customers of the rate impact mitigation effects of the tax credits they ultimately pay for through rates, and would greatly burden customers with a rate shock by creating a greater revenue requirement in 2030 and beyond should FPL stop constructing ever-larger battery projects. The NSPs argued that $336 million is a conservative estimate of the revenue requirement deficit in 2030 that will result from the SoBRAs and related PTC/ITC transfers. The NSPs contended that this looming revenue deficit combined with ratepayer liability for deferred tax liabilities (as discussed in the RSM Element) all but guarantees a large rate increase in 2030. OPC and FAIR argued FPL's proposed flow-through amortization of the non-excess ITCs in one year instead of over the remaining lives of the assets will negate the potential benefit of the sale of the ITCs.

Selling the excess ITCs and PTCs at a discount provides a net benefit to customers on a cumulative basis over the 2026 and 2027 projected test years by mitigating FPL's deferred tax asset balance. Without transferring the tax credits, FPL will exceed the 75 percent cap imposed by the IRC and that will result in a tax credit carryforward balance that is projected to grow to $324 million in 2026 and to approximately $1.2 billion in 2027. Transferring the ITCs allows FPL to receive cash for credits that are not utilized in the current period and would otherwise be carried on the balance sheet as a deferred tax asset and have an upward impact on revenue

requirements. Selling the tax credits at discount in 2026 and 2027 results in a $39 million lower cumulative revenue requirement for customers by the end of 2027 as a result of a lower deferred tax asset balance. The sale of tax credits may mitigate upward pressure on revenue requirements during the term of the settlement that would otherwise result from deferring the tax credits. While normalization of the ITCs would create less year-to-year volatility, it would delay passing the benefits of lower income tax expense to customers.

16. Rate Stabilization Mechanism

In its as-filed case, FPL proposed a Tax Adjustment Mechanism (TAM). The TAM was modeled after the Reserve Surplus Amortization Mechanism (RSAM) that we approved as part of FPL's 2021 Settlement Agreement.[90] The 2025 SSA proposes to replace the TAM with a Rate Stabilization Mechanism (RSM), which is also modeled after the RSAM.

The RSM will operate during the Term of the 2025 SSA as a regulatory accounting mechanism intended to avoid rate cases in 2028 and 2029 as well as stabilize customer rates and book earnings over the years 2026 through 2029. FPL initially requested approval of a $2 billion TAM in its as-filed case. This amount was later revised to $1.717 billion and further revised by the 2025 SSA as detailed below.

The RSM will function almost identically to the RSAM. The RSM will be funded in the estimated amount of $1.452 billion using the following:

1. $1.155 billion of unprotected deferred tax liabilities (DTLs);[91]
2. Any remaining balance in FPL's existing RSAM as of January 1, 2026, estimated to be $153.5 million; and
3. Investment Tax Credits (ITCs) associated with the 522 MW Northwest Florida battery storage project added during 2025, estimated at $143.4 million.[92]

Our approval of the RSM is required for the Company to create an offsetting regulatory asset and regulatory liability in the amount $1.155 billion. For accounting purposes, new accounts will be established for the $1.155 billion regulatory asset and ($1.155) billion regulatory liability. For regulatory purposes, the regulatory asset and regulatory liability will be combined and initially cancel each other out in the capital structure. The regulatory liability can be used over the Term of the 2025 SSA to enhance earnings. The RSAM and ITC components of the RSM must be utilized first – to the extent they are available – prior to FPL amortizing the unprotected DTLs. Amortization of the regulatory asset will begin when the associated

[90] Order No. PSC-2024-0078-FOF-EI, issued March 25, 2024, in Docket No. 20210015-EI, *In re: Petition for rate increase by Florida Power & Light Company*.
[91] The $1.155 billion of DTLs represent funds customers have provided to FPL to pay future income tax liabilities associated with tax repairs and mixed service costs. The DTLs are currently included in the capital structure at a zero percent cost rate. Amortization of the DTLs through the RSM will reduce the amount of zero cost capital in the capital structure thereby increasing the weighted average cost of capital.
[92] The 2025 Northwest Florida battery storage-related ITC was originally booked in 2025 as part of the Company's as-filed case. FPL has committed to reverse this entry.

regulatory liability is first utilized and will be spread over a thirty-year period. Any RSAM funds amortized to earnings during the settlement period will be re-collected from customers over the remaining life of the underlying plant assets.

The RSM framework allows FPL to both debit and credit the mechanism in the same manner as approved for the RSAM. This will allow the Company to either decrease or increase current period income tax expense and depreciation expense, correspondingly affecting its earnings level. FPL must amortize the RSM if its earned ROE falls below the low end of its authorized earnings range. The Company may not amortize the RSM in an amount that causes earnings to exceed the upper end of the range. Further, FPL will not be allowed to exceed the initial or approved RSM amount. In the event of a potential over-earnings scenario, FPL will debit expense and credit the corresponding balance sheet line item as they relate to the specific components of the RSM until the initially approved amounts are attained, i.e., the funding sources are capped at their January 1, 2026 amounts. If the initially approved RSM amounts are attained and FPL remains in an over-earnings scenario, any amount that would cause FPL to exceed the top end of the authorized ROE range will be credited to the storm reserve as an unfunded amount (increasing the reserve). Any unfunded storm reserve balance must be depleted prior to using the funded reserve to recover storm costs.

Pursuant to the 2025 SSA, FPL will file an attachment to its monthly earnings surveillance report for December 2025 showing the final RSAM amount that will carry over to the RSM as well as the amount associated with the 2025 battery storage-related ITC. The sum of the $1.155 billion unprotected deferred tax liability, the final RSAM residual amount, and the final amount of the 2025 ITCs shall constitute the "RSM amount."

The NSPs contended the RSM would allow FPL to unjustly take cash already paid by its customers for covering future tax obligations, use it for the purposes of enhancing earnings, and then have future customers pay back the money that it used to enhance earnings. The NSPs also asserted that FPL intends to use the RSM to maximize its earnings up to and including achieving ROEs at or near the top of its range. They assert such a use amounts to unjust, unfair, and unreasonable rates, and request that FPL's utilization of the RSM be limited to achievement of the approved mid-point ROE. The NSPs also claim that authorizing the RSM will result in double recovery of expenses, or that essentially two dollars will be collected for a single dollar of expense.

The RSM is a non-cash mechanism similar to the RSAM we approved in the past that allows FPL to manage its earnings without seeking additional cash from customers in the short term. It will allow FPL to address both expected and unexpected expense and revenue impacts without seeking a rate increase in 2028 and 2029, and will provide customers with bill and economic stability. The lower amount of base rate revenue increases over the settlement term enabled by the RSM provide significant benefits to customers through lower rates.

The flexibility of the RSM allows FPL to commit to the term of the proposed 2025 SSA without requesting additional revenues in 2028 and 2029, while also offsetting expected and unexpected expenses. These expenses could relate to or include, but are not limited to, interest rate volatility, inflation, trade policy impacts, geopolitical uncertainties, and associated market

disruptions. Additionally, as contemplated, the RSM eliminates the need for costly and procedurally intensive base rate proceedings during the settlement term, thereby providing administrative efficiency. Further, the four-year period of rate certainty may enable FPL to continue to improve its customer value proposition through lower operating costs, improved service reliability, and the delivery of superior customer service.

Per FPL's budget expectations, the Company does not have sufficient amounts in the RSM to achieve the mid-point ROE over the entire settlement term; therefore, it will be incumbent upon the Company to manage the RSM and generate efficiencies if it wishes to earn at or above the mid-point for all four years. According to FPL's budget expectations, the RSM alone would not be enough to cause FPL to reach the top end of the range over the four-year period. FPL would have to achieve such earnings through other means, namely the creation of business efficiencies.

As offered, the central purpose of the RSM is to maintain base rate stability while keeping FPL's earned ROE within the authorized range throughout the settlement term, thereby avoiding the need to file for general base rate increases in 2028 and 2029. Absent approval of the RSM, the Company would likely need to file new base rate increase requests of approximately $606 million in 2028 and $562 million in 2029. If additional revenue is needed in 2028 and 2029 as currently contemplated, then the RSM should provide a bridge between the two test years (2026 and 2027) and potential new base rates which are currently contemplated as commencing no earlier than January 1, 2030.

17. Asset Optimization Program

We approved FPL's current Asset Optimization Program (AOP) as part of the 2021 Settlement. In sum, the AOP provides for customers and FPL to share in certain savings achieved by FPL's optimization of fuel sources and monetization of renewable energy credits. The respective shares of savings are established by thresholds: Threshold 1, FPL customers receive 100% of the savings up to a threshold of $42.5 million; Threshold 2, FPL will retain 60% and customers will receive 40% of incremental savings between $42.5 million and $100 million; Threshold 3, FPL will retain 50% and customers will receive 50% of incremental gains in excess of $100 million. FPL has generated between approximately $123 million and $130 million using this mechanism in recent years. The AOP savings thresholds are "adjustable parameters" subject to our review and modification periodically pursuant to the 2021 FPL Settlement.[93]

FPL proposed no changes to the AOP in its as-filed case. FPL proposed two revisions to its existing AOP in the 2025 SSA. The first component shifts the recovery of the customer's share of the first $150 million in benefits during the Term into base rates instead of the Fuel Cost Recovery Clause. This shift has a net effect of increasing costs to be recovered from ratepayers in the Fuel Clause. This total increase may be up to $90.5 million. The second component would flow all benefits above $150 million through the Fuel Clause. This has the net effect of the

[93] *See* Order Nos. PSC-2021-0446-S-EI, issued December 2, 2021, and PSC-2024-0078-FOF-EI, issued March 25, 2024, in Docket No. 20210015-EI, *In re: Petition for rate increase by Florida Power & Light Company*.

amount of increasing the revenue requirement of the Fuel Clause by the amount shifted to base rates, estimated at $0.53/mo. for a typical residential customer (1,000 kWh/mo.) in 2026.

FEL opposed the modifications, believing that the movement of a customer's share of gains into base rates is another method for FPL to gain the as-filed amount requested for the 2026 revenue requirement of the original filing despite the reduction found in the 2025 SSA. FEL argues that because this change allows all $150 million to go to FPL in one form or another, even though the assets generating those funds are paid for by customers, all of it should go towards the revenue requirement. OPC echoed this opposition, arguing that these changes, along with others, such as the change in the ROE and the rate stabilization mechanism, counteract any concessions made in the 2025 SSA to reduce FPL's 2026 revenue requirements.

FPL is continuing the AOP in almost the same form as when we last approved it. The modifications to the AOP were introduced in lieu of higher cash rate increases in 2026 and 2027, which assures that customers benefit. These modifications should also assist FPL in avoiding general base rate increases in 2028 and 2029 which will provide customers economic stability through lowered rates. We disagree with OPC regarding the cumulative impacts of the 2025 SSA and, as set forth at the conclusion of this Order, have concluded that the terms of the 2025 SSA as a whole are in the public interest.

18. Long Duration Battery Storage Pilot

In its original filing, FPL proposed a new Long Duration Battery Storage Pilot Program for the purpose of studying large-scale energy deployment and evaluating alternative storage technologies beyond lithium-ion batteries. This pilot will consist of two long-duration battery storage systems capable of dispatching 10 MW of power and storing a total of 100 megawatt-hours of energy. The estimated total cost for this pilot is $78 million. The 2025 SSA proposed no changes to the pilot or the associated costs from FPL's original filing, but noted that the associated costs are not incremental to the revenue requirements set in paragraph four of the 2025 SSA.

OPC argues that the pilot program is not in the public interest, that there is no need or measurable benefit demonstrated by FPL, and that the $78 million in pilot costs, even if slightly offset by ITC credits, should not be forced on ratepayers for only "expected learnings." OPC and FEL both assert that FPL can rely on others for research on long-duration batteries or, if FPL wishes to pursue the pilot, it should be funded by shareholders instead of ratepayers. The NSPs' Proposal stated that the pilot is prudent and agreed to its implementation if accomplished as part of the overall NSPs' Proposal.

Energy storage is becoming a more economical alternative to meet customer load. FPL is investing in and deploying current generation battery technologies. The pilot program will allow FPL to gain experience with advanced battery storage technologies, diversify its supply chain, and provide a reasonable opportunity to test next generation battery technologies to gain information on the potential for these resources.

19. Land for Solar Facilities and Sale of Property Held for Future Use

In FPL's as-filed case, MFR Schedule B-15 reflected a total amount of $1.475 billion in property held for future use (PHFU) in the 2026 test year, of which $1.241 billion was allocated for renewable energy use. For the 2027 test year, MFR Schedule B-15 reflected a total amount $1.533 billion, of which $1.319 billion was allocated for renewable energy use. FPL currently holds enough land in PHFU for all planned solar and battery storage through 2034. In the 2025 SSA, the SPs agreed that FPL would avoid purchasing any new land used exclusively for solar projects during the minimum term of the agreement, with the exception of the Duda property. FPL is under a purchase option agreement for the Duda property and has plans to construct four solar plants to be placed in service July 2029. FPL committed to not purchasing land for solar or hybrid solar and battery storage projects during the Minimum Term or enter into any land acquisition contracts. Furthermore, FPL stated it will commit to sell a total amount of $200 million in property at fair market value from PHFU. Any gains or losses from the sales of PHFU will be treated in accordance with our Commission policy.

OPC argued that the amount of PHFU should be significantly reduced due to the length of FPL's ownership, the properties not being shown as going into service within ten years, or that FPL did not own the some of the properties at the time of filing. OPC criticized FPL's land management as stockpiling and noted the speculative nature of land acquisition. OPC asserted that the provisions concerning acquiring land for solar projects and the sale of PHFU in the 2025 SSA provided a loophole for FPL to still acquire land during the minimum term, and that the promised sale of $200 million from PHFU is insufficient considering the entirety of FPL's PHFU portfolio.

FPL considers its land management practices as strategic investments rather than speculative stockpiling. FPL cited Order No. PSC-93-0165-FOF-EI, where the Commission stated that a Company has the burden to meet the growth rate of its service area and to consider the expenses if the properties were sold and then had to be replaced in the future at a higher cost. Furthermore, FPL argued that early acquisition provides substantial customer benefits by securing optimal sites before property values escalate further.

The PHFU provisions in the 2025 SSA offer mitigated measures that allow FPL to continue to prudently acquire land for other utility purposes, while reducing the balance by divesting in land allocated to solar.

20. Vandolah

FPL has applied to the Federal Energy Regulatory Commission (FERC) for approval to acquire the Vandolah Power Company's (Vandolah) 660 MW natural gas/oil-fired generating facility. Vandolah is currently exclusively interconnected with Duke Energy Florida, LLC (DEF) through May 2027. As such, the capacity provided by Vandolah would be available for FPL no earlier than June 2027, but would displace 400 MW of battery generation and 475 MW of gas combustion turbines that are scheduled to enter service in 2028 and 2032, respectively. The FPL as-filed case did not mention Vandolah. The 2025 SSA provides that if the FERC approves the

acquisition, then FPL shall not exclusively use the capacity from Vandolah to serve data center or hyperscaler customers.

FPL has not requested cost recovery associated with the Vandolah acquisition in either its original filing or 2025 SSA. However, OPC nonetheless took issue with the project. OPC stated that acquisition of Vandolah could change the Company's resource needs in 2028, which would necessitate a change in FPL's requested projects and associated revenue requirement. OPC argued that due to Vandolah's projected June 2027 acquisition date, FPL's 2027 battery generation projects could be offset or delayed. Similarly, FEL asserted that FPL did not provide proper analysis of the impact that Vandolah would have on the 2027 through 2029 battery generation additions.

Upon the successful acquisition of Vandolah and expiration of all commitments to DEF, FPL will have access to its available capacity. However, FPL presented testimony that due to the uncertainty of both the FERC approval and in-service date of the unit, FPL must still have its planned solar and battery generation additions in 2027. Moreover, FPL offered testimony that any changes to resource needs attributable to closing the Vandolah transaction would be reflected in applicable SoBRA proceedings, and that ultimately the acquisition of Vandolah will benefit all customers.

21. Natural Gas Hedging

Pursuant to the 2025 SSA, FPL agrees not to financially hedge natural gas during the Term. FPL shall not be prohibited from filing a petition and proposed risk management plan with us to address natural gas financial hedging following expiration of the Term or any extensions thereof. This provision was not a part of the as-filed case. However, this provision is essentially a continuation of the hedging moratorium FPL is currently operating under as approved in the Company's prior 2021 rate case settlement.[94] A similar provision has been approved through rate case settlements for other utilities, most recently DEF.[95]

FEL contended that there is a possibility for this provision to place additional costs on customers by losing the ability or option to alleviate the impacts of potential future natural gas price spikes. FEL references the fuel price spike following the COVID-19 pandemic as an example of where FPL could have potentially mitigated higher fuel costs through financial hedging had the 2021 moratorium not been in place. OPC, FAIR, and FIPUG generally support this provision.

FPL witness Bores testifies that the Company believes there is a benefit to customers in reducing fuel price volatility through financial hedging; however, in consideration of the overall settlement, it is reasonable to continue the moratorium on hedging.

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[94] Order No. PSC-2024-0078-FOF-EI, issued March 25, 2024, in Docket No. 20210015-EI, *In re: Petition for rate increase by Florida Power & Light Company*.
[95] Order No. PSC-2024-0472-AS-EI, issued November 12, 2024, in Docket No. 20240025-EI, *In re: Petition for rate increase by Duke Energy Florida, LLC.*

Outside of the normal "give and take" that underlie settlement provisions amongst the parties, we currently have an open docket to investigate the hedging practices of Florida's investor-owned electric utilities.[96] A moratorium on any individual utility undertaking financial hedging of fuel purchases is consistent with our intention to address all utilities' hedging practices in one docket.

22. Disconnection Policy

Pursuant to paragraph 26 of the 2025 SSA, for the duration of the settlement term, FPL will not disconnect residential customers for nonpayment of bills with either: (1) a forecasted temperature of 95 degrees or greater or where a heat advisory is issued by the National Weather Service; or (2) a forecasted temperature of 32 degrees or lower for that day. The forecasted temperature will be based on FPL's meteorological forecasts. The extreme weather disconnection provision was not included in the original filing.

FEL asserts that FPL's extreme weather disconnection policy is not protective enough of for Floridians who experience the summer heat because it does not account for humidity or for the increasing temperatures and humidity every year. FEL notes that in 2024, a residential customer was more likely to be without power for disconnection for nonpayment than from a system reliability issue. OPC stated that the proposed disconnection policy has been in place at FPL for at least one year prior to the 2025 SSA, and states that FPL cannot use this existing policy as a reason why the overall settlement is in the public interest.

This particular provision is a voluntary program by FPL meant to protect customers from being without electricity during certain extreme weather conditions. Under the 2025 SSA, disconnections are prohibited when the National Weather Service issues heat advisories. The National Weather Service's heat advisories take into account heat index values, which accounts for the effects of humidity. This policy will benefit customers by protecting them from disconnection due to challenging temperature conditions.

23. Payment Assistance Contribution

Pursuant to paragraph 27 of the 2025 SSA, FPL will provide a one-time funding of $15 million during the term of the settlement to provide residential customers payment assistance. The payment assistance contribution was not proposed in the original rate case.

FEL argued that FPL's one time expense of $15 million is less than one percent of the over $1.6 billion in extra charges resulting from the 2025 SSA, which is not enough for customers that already have high energy burdens from their FPL bills. OPC stated that FPL's payment assistance program is not in the public interest because it is paid for by the general body of rate payers, many of whom already need help to pay their current bills.

FPL estimates that the $15 million allocated for customer assistance will support tens of thousands of customers. The funding would be incremental to governmental support as well as

[96] Docket No. 20170057-EI, *In re: Analysis of IOUs' hedging practices*.

the voluntary contributions from customers, employees, and shareholders that helped more than two hundred thousand customers during the current four-year settlement term.

24. Support Proposal for Large Customer Opt-out of ECCR

Pursuant to Paragraph 28 of the 2025 SSA, FPL agrees that in a future proceeding, it will support a proposal requesting Commission approval for allowing commercial and industrial (C/I) customers to opt out of participating in the Energy Conservation Cost Recovery (ECCR) clause programs and measures and instead substitute the deployment of self-funded energy efficiency programs and measures by C/I customers. Specifically, this would apply to customers with a combined total annual average usage greater than 15 million kilowatt-hours. FPL states that there are currently 361 such C/I customers. This subject matter was not addressed in FPL's original petition.

The 2025 SSA includes the provision that C/I customer ECCR opt-outs must not be subsidized by the general body of FPL's customers. Additionally, verification measures must be in place that would allow FPL to document the energy efficiency savings generated by opt-out customers. Upon verification, FPL would be allowed to reduce its C/I energy efficiency goal under the Florida Energy Efficiency and Conservation Act (FEECA) equal to the amount of energy savings obtained by the opt-out customers. Under FEECA, goal amounts are established in annual increments, so any such verification measures and associated energy reductions would take place on a calendar year basis.[97]

FPL stated that an opt-out provision "enhances the public interest if large customers who are naturally incented to perform expensive energy efficiency measures on their own are encouraged to do so, at their cost, without being subsidized by the general body of FPL's customers." OPC argues that this support is contrary to Section 366.03, F.S.

Currently, ECCR programs are offered to all customer classes on a voluntary basis and the costs for such programs are distributed across all classes. No customers or customer classes are currently permitted to opt out of participating in any utility's ECCR programs, including FPL's.[98]

FPL's commitment to support a future proposal for ECCR opt-out by C/I customers is non-binding upon us, and any such petition would be subject to our consideration in a future proceeding. FPL's agreement of support has no effect on any of the other major elements of this rate-setting proceeding. Additionally, FPL's agreement to support a future opt-out petition has no impact on its recently-set energy goals for the 2025-2034 period or ECCR clause.

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[97] By Order No. PSC-2025-0368-PCO-EI, issued October 6, 2025, in Docket No. 20250011-EI, *In re: Petition for rate increase by Florida Power & Light Company*, we officially recognized the 5 most recently published FEECA Reports (2020-2024). Page 13 of the 2024 FEECA Report discusses annual goal-setting under FEECA.

[98] By Order No. PSC-2016-0011-FOF-EI, issued January 5, 2016, in Docket No. 20140226-EI, *In re: Petition to opt out of cost recovery for investor-owned electric utility energy efficiency programs by Wal-Mart Stores East, LP and Sam's East, Inc., and Florida Industrial Power Users Group*, we denied a request for an opt-out policy, and affirmed our long-held policy that since all ratepayers benefit from cost-effective DSM measures, all ratepayers shall share in the costs (Page 13).

25. Minimum Bill

The minimum monthly bill is the minimum amount a customer will be charged for their consumption and applicable surcharges, prior to any applicable gross receipts taxes, municipal fees, or regulatory assessment fees. For RS and GS rate classes, the current minimum monthly bill of $25 was previously approved in the 2021 Settlement.[99] For all other rate classes, the minimum monthly bill equals the base charge identified in the respective classes' tariff schedules.

FPL proposed in its as-filed case to increase the minimum monthly bill for RS and GS rate classes from the current $25 to $30. FPL's stated objective is to ensure that all RS and GS customers contribute towards their fair share of fixed system costs which do not vary with usage. These fixed system costs are incurred by FPL to connect and serve a customer, even if that customer's usage is low or zero. The minimum bill is not specifically addressed as a provision in the 2025 SSA.

Cost support and calculation details provided by FPL show that the customer-related and fixed demand-related distribution revenue requirements are $33.27 per customer per month for a residential customer and $38.38 for a general service customer. FPL's calculations further show that the total costs (including production and transmission costs) per residential customer per month are $69.71 and $80.79 for a GS customer. Based on those costs per customer per month, FPL proposed $30 for the minimum bill in order to continue moving the minimum bill toward a cost-based rate.

FPL prefers a minimum base bill rather than a general increase in the fixed monthly base charge or customer charge. FPL's proposed residential base charge in 2026 will be $10.92. A higher general base charge impacts all customers, including low-income customers, not exclusively those customers with low or zero usage.

In 2026, FPL projects that approximately 370,000 residential customers and 110,000 general service customers will be expected to have a base bill less than $30 per month. This low usage is defined as using less than 233 kWh (residential) or 224 kWh (general service) per month. The additional revenues received from the proposed increase in the minimum bill are used to offset the revenue requirement to calculate the base charge. If the minimum bill would remain at $25, the base charge accordingly would increase approximately by $0.32 for RS customers and $1.02 for GS customers.

FEL opposed the minimum bill and recommended that we deny FPL's proposal and further direct FPL to eliminate the minimum bill, beyond a reasonable fixed customer charge. As an alternative, the NSPs' Proposal maintains the current minimum bill for RS and GS rate classes at $25.

[99] Order No. PSC-2024-0078-FOF-EI, issued March 25, 2024, in Docket No. 20210015-EI, *In re: Petition for rate increase by Florida Power & Light Company*.

The minimum bill ensures that all RS and GS customers contribute to their share of fixed system costs, which do not vary with usage.

E. THE PUBLIC INTEREST

After making factual findings, the second step in our analysis of a settlement agreement is for us to "decide[] whether the settlement agreement, in light of [our] findings of fact, is in the public interest and results in rates that are fair, just, and reasonable."[100] We review settlement agreements as a whole to determine whether to approve them as being in the public interest.[101]

> The ultimate decision of whether a proposed, comprehensive resolution to a rate case should be approved rests on a determination of whether that resolution meets the very high threshold of being in the public interest. Even though this burden is substantial, the public interest remains a threshold. It does not require that the resolution be best for every ratepayer at all times in all situations. The question is whether the agreement as a whole is in the public interest and results in rates that are fair, just, and reasonable, and the answer is gleaned from the record presented to us.[102]

1. Mandatory factors

The Court in *FAIR* focused our attention on two provisions in Chapter 366, F.S., regarding the ultimate determination of whether a settlement agreement is in the public interest and establishes rates that are fair, just, and reasonable.

> The Legislature has provided that the Commission, in "fixing fair, just, and reasonable rates for each customer class, ... shall, to the extent practicable, consider the cost of providing service to the class, as well as the rate history, value of service, and experience of the public utility; the consumption and load characteristics of the various classes of customers; and public acceptance of rate structures." § 366.06(1). The Commission "shall also consider the performance of each utility pursuant to [the Florida Energy Efficiency and Conservation Act] when establishing rates for those utilities over which the commission has ratesetting authority." § 366.82(10), Fla. Stat. (2021). A reasonably explained decision from the Commission must reflect that those factors have been considered to the extent practicable.[103]

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[100] *FAIR*, 371 So. 3d at 910.
[101] *See Sierra Club v. Brown*, 243 So.3d 903, 909 (Fla. 2018).
[102] Order No. PSC-2024-0078-FOF-EI, issued March 25, 2024, in Docket No. 20210015-EI, *In re: Petition for rate increase by Florida Power & Light Company*.
[103] *FAIR*, 371 So. 3d at 912.

a. Section 366.06(1), F.S.

As part of the 2025 SSA, FPL agreed to reduce its requested ROE by 95 points, from 11.9% to 10.95%. This represents a 30%, or $600 million, reduction in the revenue requirement for 2026, and an approximately $3 billion reduction over the Term of the Settlement. The proposed ROE is only 15 basis points above the ROE we established for FPL in its previous rate case, which was four years of inflation and interest rate hikes ago. This ROE appropriately recognizes the challenges and business risks associated with FPL's exposure to tropical events due to its coastal geography. Locking in the ROE for the next four years will require the Company to manage for any such hikes during that period, will protect customers from upward pricing pressures, and will assist in stabilizing the cost of providing services to all ratepayer classes.

The RSM is designed to assist the Company in managing these uncertainties and maintaining an earnings level that allows it to avoid a base rate case for the next four years. FPL has a history with the previously-approved RSAM of maintaining rate stability and predictability over four-year periods between rate cases. This mechanism allows FPL to concentrate on achieving efficiencies and increasing the value of service. We conclude that these outcomes are beneficial for the Company's ratepayers.

The large load tariffs balance the different consumption and load characteristics of the classes of customers. As proposed in the 2025 SSA, these tariffs provide substantial protections for the general body of ratepayers with a minimum term, 70 percent take-or-pay, and incremental generation charge. The provisions work together as a whole to ensure that the general body of ratepayers will not subsidize the substantial new generation that will have to be built to serve these large load customers. The provisions are also designed to give the large load customers the certainty they need to move forward.

As to rate impacts, the current base rate portion of the thousand kilowatt hour residential electric bill is $81.25. FPL's as-filed case would have increased this same base rate portion of the residential bill to $92.77. Under the 2025 SSA, this base rate portion of the residential bill will be $89.17. However, taking into account adjustment clauses and other factors, residential customers in FPL's legacy peninsular territory will pay an average annual increase of about two percent, while those in the Northwest Florida FPL territory will pay less than a one percent annual increase, as compared to 2025 bills. Actual bills for Northwest Florida are projected to go down for residential customers in 2026 and 2027.

b. Section 366.82(10), F.S.

Collectively, Sections 366.80 through 366.83, and 403.519, F.S., are laws that enacted the Florida Energy Efficiency and Conservation Act (FEECA). Section 366.82(10), F.S., states, in part, that we shall "consider the performance of each utility pursuant to ss. 366.80-366.83 and 403.519 when establishing rates for those utilities over which the commission has rate setting authority."

At least every five years, we review and establish numeric demand and energy savings goals for each utility subject to FEECA. FEECA goal achievement results are reported in the first quarter of each year, based upon the utility's prior years' performance. We compile and summarize the results from utility reports and publish this data in our annual FEECA Report, which we provide to the Legislature and the Governor in accordance with Section 366.82(10), F.S. As indicated in our 2024 FEECA Report,[104] FPL's demand-side management plan includes 16 demand and energy saving programs designed to meet the objectives embodied in FEECA. These programs are offered to all eligible customers on a voluntary basis, and thus, program participation and FEECA goal achievement results vary from year to year. In 2020 through 2024, we annually reviewed FPL's progress on meeting the numeric demand and energy savings goals that we established, and reported the results in our annual FEECA Reports.

No party submitted prefiled testimony on this topic or FPL's FEECA compliance.

2. Additional Factors

The Court also noted additional factors that we may consider in appropriate circumstances at our discretion:

> [T]he Commission can consider 'the efficiency, sufficiency, and adequacy of the facilities provided and the services rendered; the cost of providing such service and the value of such service to the public; the ability of the utility to improve such service and facilities; and energy conservation and the efficient use of alternative energy resources.' § 366.041(1), Fla. Stat. (2021). And the Legislature has made clear that 'it is in the public interest to promote the development of renewable energy resources in this state.' § 366.91(1), Fla. Stat. (2021). Evidence that these factors have been considered—where they are germane to determining whether the settlement agreement is in the public interest and results in rates that are fair, just, and reasonable—permits meaningful judicial review of the Commission's conclusions.
>
> The Commission can also consider non-statutory factors if it explains why they are relevant and how they relate to the Commission's 'historical and statutory role.'[105]

a. Section 366.041, F.S.

Pursuant to Section 366.041, F.S., in fixing rates we are authorized to give consideration, among other things, to the efficiency, sufficiency, and adequacy of the facilities provided and the services rendered. We held seven in-person service hearings from May 28, 2025, through June 6, 2025, within FPL's service territory. Additionally, we held three virtual service hearings on June

[104] By Order No. PSC-2025-0368-PCO-EI, issued October 6, 2025, in Docket No. 20250011-EI, *In re: Petition for rate increase by Florida Power & Light Company*, we officially recognized the five most recently published FEECA Reports (2020-2024).
[105] *Sierra Club*, 243 So. 3d at 911.

3, 2025, and June 4, 2025. The service hearings provide an opportunity for customers to raise concerns regarding the Company's quality of service and request for a rate increase. Approximately 428 customers testified at the service hearings. Approximately 326 customers provided positive feedback and 34 customers provided negative feedback with respect to FPL's quality of service. Approximately 107 customers opposed the overall rate increase. FPL serves approximately six million customer accounts, or approximately 12 million Floridians.

From June 16, 2021, through May 16, 2025, a total of 26,724 complaints were logged against FPL or Gulf Power Company (Gulf)[106] in our Consumer Activity Tracking System (CATS). Of those complaints, 20,754 were transferred directly to FPL/Gulf via the Commission's Transfer Connect (Warm-Transfer) System. Of the total 26,724 logged complaints, seventeen quality of service and six billing complaints appeared to demonstrate a violation of our rules. The apparent rule violations were related to billing errors, disconnections, and delays in restoring service.

None of the intervenors filed testimony regarding FPL's quality of service. However, OPC did request and obtain official recognition of all customer comments filed in this docket through July 16, 2025.[107] This exhibit included comments from over 1,200 FPL customers. An overwhelming majority of the comments, approximately 95 percent, opposed the rate increase. OPC subsequently requested and obtained official recognition of all customer comments received from July 17, 2025, through August 18, 2025.[108] In that time, approximately 6,000 additional customer comments were received, the majority of which opposed the rate increase.

FPL argued that its quality of service is adequate based on its high reliability and resiliency, operational efficiencies, and customer satisfaction. FPL supported its position by citing its industry awards and providing metrics such as its System Average Interruption Duration Index performance, reduced customer complaints in CATs, and non-fuel O&M savings. None of the other intervening parties specifically addressed FPL's quality of service in their briefs.

Based on the evidence presented, we find that FPL's quality of service is adequate. Overall customer satisfaction has increased for FPL's residential and business customers, and continues to exceed the industry average. Commission staff identified only seventeen potential rule violations for the period June 16, 2021, through May 16, 2025. The overwhelming majority of the customer testimony and comments addressed concerns with a potential rate increase rather than quality of service issues.

b. 366.91(1), F.S.

The Legislature has expressed its intent "that it is in the public interest to promote the development of renewable energy resources in this state," including solar energy.[109]

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[106] Gulf Power Company was acquired by FPL on January 1, 2019.
[107] Order No. PSC-2025-0329-PCO-EI.
[108] Order No. PSC-2025-0370-PCO-EI.
[109] Section 366.91(1) & (2)(f), F.S.

In its original filing, FPL proposed a SoBRA mechanism that would allow FPL to recover costs associated with the addition of 3,278 MWs of solar facilities (1,490 MW in 2028 and 1,788 MW in 2029) and 1192 MW of battery storage facilities (596 MW in both 2028 and 2029). The 2025 SSA SoBRA identifies 1,192 MWs of solar projects in 2027 for a total of 4,470 MW of solar generation between 2027 and 2029, and increases battery projects in 2028 and 2029 from 596 MW to 600 MW. FPL's commitment to solar energy is consistent with the expressed intent of the Legislature to promote renewable energy resources. The reduction in the total number of proposed solar plants from 120 in the 2024 ten year site plan to 72 in the 2025 SSA, coupled with the requirement to demonstrate cost-effectiveness in the SoBRA process and the commitment to not purchase any new land for future solar development, ensures that the amount of solar ultimately constructed will be for the benefit of the ratepayers. The proposed 2,700 megawatts of new battery storage will provide additional capacity to meet FPL's identified future demands.

c. Non-Statutory Factors

The NSPs contend that we should reject the 2025 SSA because the parties who signed the Agreement all share a common interest in obtaining the least expensive electric service for the largest utility users, and that any agreement with these interests that does not include the residential classes is void ab initio. The NSPs forward this argument as a matter of policy based on our prior Orders, in particular the following passage from our Supplemental Final Order in the 2021 FPL rate case:

> Taken as a whole and as supported by the record, the 2021 Settlement Agreement addresses and provides a full resolution of all issues in this docket. That resolution involves, among other compromises, reductions in proposed rate increases and a lowered ROE as compared to the as-filed request. *Based on the host of compromises, the 2021 Settlement was signed by most of the parties to this docket. These parties represent a broad cross-section of ratepayers and interests.* Those Intervenors who chose to not sign the 2021 Settlement Agreement were provided a full and fair opportunity to contest that proposed resolution consistent with the requirements of due process.[110]

The italicized sentences above are accurate findings of fact based on the record in the 2021 FPL rate case. Those findings were relevant to the conclusion in that Final Order regarding the public interest. Those findings regarding a non-statutory factor on a specific record, however, do not establish a new criterion applicable to all future rate cases. There is no statutory or rule requirement that a settlement be signed by a requisite number of intervenors or number of ratepayer classes to even merit consideration. Our prior Orders may not fairly be read as establishing such a threshold. To do so would be directly contrary to the holding in *Citizens I*. As noted above, we have taken into consideration the facts in the record and arguments in the NSP's

[110] Order No. PSC-2024-0078-FOF-EI, issued March 25, 2024, in Docket No. 20210015-EI, *In re: Petition for rate increase by Florida Power & Light Company*, at p. 36 (emphasis added).

post-hearing briefs on this issue in reaching our determination as to whether the 2025 SSA is in the public interest and establishes rates that are fair, just, and reasonable for all FPL customers.

The second and fourth sentences of the above-cited Final Order provide important context. Like the 2021 Settlement, the 2025 SSA involves reductions in proposed rate increases and a lowered ROE. Like with the 2021 Settlement, the NSPs were afforded a full and fair opportunity to contest the 2025 SSA. Over and above the 2021 Settlement process, the NSPs here were also provided a full and fair opportunity to contest the as-filed rate case. This combined hearing gave all parties generous opportunities over almost two weeks to build a complete record for us to consider in making our ultimate determination.

F. CONCLUSION

> When presented with a settlement agreement . . . , the Commission's review shifts to the public interest standard: whether the agreement – as a whole – resolved all the issues, "establish rates that were just, reasonable, and fair, and that the agreement is in the public interest.[111]

The 2025 SSA represents a balanced resolution of multifaceted and multileveled issues. The negotiated terms reduce uncertainty, mitigate potential rate impacts relative to the original filing, provide customer protections and an expanded financial assistance program, and provide for continued investment in reliability and resiliency in Florida's grid. All parties have been afforded and availed themselves of the opportunity to examine and contest each issue in this docket.

Based upon our findings and conclusions above, we conclude that the 2025 Settlement Agreement is in the public interest, and results in rates that are fair, just, and reasonable.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Joint Motion for Approval of 2025 Stipulation and Settlement Agreement is hereby granted, and the 2025 Stipulation and Settlement Agreement, filed on August 20, 2025, attached hereto as Attachment A, and incorporated herein by reference, is approved. It is further

ORDERED that this docket shall be closed.

[111] *Sierra Club v. Brown*, 243 So.3d 903, 909 (Fla. 2018)(*quoting Citizens of State v. Fla. Pub. Serv. Comm'n*, 146 So.3d 1143, 1164 (Fla. 2014)).

By ORDER of the Florida Public Service Commission this 22nd day of January, 2026.

ADAM J. TEITZMAN
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
(850) 413-6770
www.floridapsc.com

Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

SPS

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk, and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by Florida Power & Light Company	Docket No. 20250011-EI

2025 STIPULATION AND SETTLEMENT AGREEMENT

WHEREAS, Florida Power & Light Company ("FPL" or the "Company"), Florida Industrial Power Users Group ("FIPUG"), Florida Retail Federation ("FRF"), Florida Energy for Innovation Association, Inc. ("FEIA"), Walmart Inc. ("Walmart"), EVgo Services, LLC ("EVgo"), Electrify America, LLC ("Electrify America"), Federal Executive Agencies ("FEA"), Armstrong World Industries, Inc. ("AWI"), Southern Alliance for Clean Energy ("SACE"), and Americans for Affordable Clean Energy, Inc., Circle K Stores, Inc., RaceTrac Inc., and Wawa, Inc. (hereinafter, collectively, "Fuel Retailers") have signed this 2025 Stipulation and Settlement Agreement (the "Agreement") (unless the context clearly requires otherwise, the term "Party" or "Parties" means a signatory to this Agreement); and

WHEREAS, on December 2, 2021, the Florida Public Service Commission ("FPSC" or "Commission") approved a stipulation and settlement of FPL's rate case in Docket No. 20210015-EI ("2021 Rate Settlement"),[1] which was a multi-year rate plan with a minimum term through December 31, 2025 or until base rates are next reset; and

WHEREAS, on February 28, 2025, FPL petitioned the Commission for approval of a four-year rate plan to run from January 1, 2026 through December 31, 2029, consisting of (i) an increase in rates and charges sufficient to generate additional total annual revenues of $1,545 million to be effective January 1, 2026; (ii) an increase in rates and charges sufficient to generate additional total

[1] *See* Order PSC-2021-0446-S-EI as amended by Order PSC-2021-0446A-S-EI and supplemented by Order PSC-2024-0078-FOF-EI (hereinafter, the "*2021 Rate Settlement Order*"), *aff'd by Fla. Rising, Inc. v. Fla. Pub. Serv. Comm'n*, __ So. 3d __, 50 Fla. L. Weekly S198 (Fla. July 17, 2025).

annual revenues of $927 million to be effective January 1, 2027; (iii) a Solar and Battery Base Rate Adjustment ("SoBRA") mechanism that authorizes FPL to recover costs associated with the installation and operation of solar generation and battery storage facilities in 2028 and 2029 upon a demonstration of a resource or economic need; (iv) a non-cash mechanism that accelerates the flowback of certain deferred tax liabilities (or "DTL") to customers, which would operate in a similar manner to the non-cash mechanisms that were integral to FPL's prior multi-year rate settlements; (v) a storm cost recovery mechanism modeled after terms previously approved as part of various FPL rate settlements, updated to reflect more recent storm experience; (vi) a mechanism to address potential changes to tax laws or regulations; and (vii) changes to its various electric vehicle ("EV")-related pilots and tariffs; and

WHEREAS, the Parties filed voluminous pre-filed testimonies with accompanying exhibits and responded to extensive discovery, and all of FPL's witnesses were deposed on their prefiled testimonies; and

WHEREAS, the Parties to this Agreement have undertaken to resolve the issues raised in Docket No. 20250011-EI so as to maintain a degree of stability and predictability with respect to FPL's base rates and charges; and

WHEREAS, the Parties have entered into this Agreement in compromise of their respective positions taken in accord with their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable; and

WHEREAS, as a part of the negotiated exchange of consideration among the Parties to this Agreement, each Party has agreed to concessions to the others with the expectation that all provisions of the Agreement will be enforced by the Commission;

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the Parties hereby stipulate and agree:

1. Upon approval by the Commission, this Agreement will become effective on January 1, 2026 (the "Implementation Date") and continue through the later of the end of the Minimum Term, defined below, or the effective date of new base rates when FPL's base rates are next reset in a general base rate proceeding (the "Term"); provided, however, that (i) all rates, charges and tariffs authorized pursuant to this Agreement and such provisions of this Agreement as may be necessary to give effect to the same, shall remain in effect until FPL's base rates are next reset in a general base rate proceeding, and (ii) FPL may seek Commission approval to place interim rates into effect subject to refund pursuant to Paragraph 5 of this Agreement. The minimum term of this Agreement shall be four years, from the Implementation Date through December 31, 2029 (the "Minimum Term").

2. Except as set forth in this Agreement, adjustments to rate base, net operating income and cost of capital set forth in FPL's Minimum Filing Requirements ("MFR") Schedules B-2, C-1, C-3 and D1a, as revised by Exhibit LF-12, shall be deemed approved for accounting and regulatory reporting purposes and the accounting for those adjustments will not be challenged during the Term for purposes of FPL's Earnings Surveillance Reports or clause filings.

Cost of Capital

3. (a) FPL's authorized rate of return on common equity ("ROE") shall be a range of 9.95% to 11.95% and shall be used for all purposes. All rates, including those established in clause proceedings during the Term, shall be set using a 10.95% ROE.

(b) FPL's authorized regulatory capital structure shall include a 59.6% equity ratio based on investor sources.

Base Revenue Requirements, Tariffs, Service Charges and Credits

4. Effective January 1, 2026, FPL rates shall apply to all customers throughout FPL's service areas pursuant to the FPL tariffs as described herein.

(a) Effective on January 1, 2026, FPL shall be authorized to increase its base rates and service charges by an amount that is intended to generate an additional $945 million of annual revenues, inclusive of the flow through of the full qualifying investment tax credits ("ITC") benefit in the first year of all battery storage facilities added during 2026, based on the projected 2026 test year billing determinants set forth in Schedules E-13c and E-13d of FPL's 2026 MFRs filed with the 2025 Rate Petition, and in the respective amounts and manner shown on Exhibit A, attached hereto.

(b) Effective January 1, 2027, FPL shall be authorized to increase its base rates by an amount that is intended to generate an additional $705 million over the Company's then current base rates, inclusive of the flow through of the full ITC benefit in the first year of all battery storage facilities added during 2027 as well as the conclusion of the 2026 ITC, based on the projected 2027 test year billing determinants set forth in Schedules E-13c and E-13d of FPL's 2027 MFRs filed with the 2025 Rate Petition, and in the respective amounts and manner shown on Exhibit A, attached hereto.

(c) Attached hereto as Exhibit B are tariff sheets for new base rates and service charges that reflect the terms of this Agreement and implement the rate increase described in Paragraph 4(a) above, which tariff sheets shall become effective on January 1, 2026.

(d) Attached hereto as Exhibit C are tariff sheets for new base rates and service charges that reflect the terms of this Agreement and implement the additional rate increase described in Paragraph 4(b) above, which tariff sheets shall become effective on January 1, 2027.

(e) The rates set forth in Exhibits B and C allocate the revenue requirements agreed to in this Agreement using a modified equal percentage allocation. All rate classes except the RS rate class shall be allocated revenues based on an adjusted system average. The revenue allocation to the RS rate class shall be limited to 95% of the adjusted system average and the revenue differential from the system average allocation shall be assigned on an equal percentage basis to the remaining non-residential classes.

(f) (i) The energy and demand charges for business and commercial rates and the utility-controlled demand rates are adjusted as shown on Exhibits B and C, and (ii) the level of utility-controlled demand credits for customers receiving service pursuant to FPL's Commercial/ Industrial Load Control ("CILC") tariff and the Commercial/Industrial Demand Reduction ("CDR") rider shall each be $9.75/kW in 2026. FPL shall be entitled to recover the CILC and CDR credits through the Energy Conservation Cost Recovery Clause. In each remaining year of the Term of this Agreement, CILC and CDR credits shall be increased and become effective with each SoBRA pursuant to Paragraph 13(i) of this Agreement. No other changes in these credits shall be implemented any earlier than the effective date of new FPL base rates implemented pursuant to a general base rate proceeding, and such new CILC and CDR credits shall be implemented only prospectively from such effective date. At such time as FPL's base rates are reset in a general base rate proceeding, the CILC and CDR credits may be reset. CILC and CDR credits, apart from the SoBRAs, shall not be changed earlier than FPL's next general base rate proceeding.

(g) Base rates and credits applied to customer bills in accordance with this Paragraph 4 shall not be changed during the Term except as otherwise permitted in this Agreement.

Termination

5. (a) Notwithstanding Paragraph 4 above, if FPL's earned return on common equity falls below the bottom of its authorized range during the Minimum Term on an FPL monthly earnings surveillance report stated on an FPSC actual, adjusted basis (as defined below), FPL may petition the Commission to amend its base rates, either as a general base rate proceeding under Sections 366.06 and 366.07, Florida Statutes, or pursuant to a limited proceeding under Section 366.076, Florida Statutes. Throughout this Agreement, "FPSC actual, adjusted basis" and "actual adjusted earned return" shall mean results reflecting all adjustments to FPL's books required by the Commission by rule or order, but excluding pro forma, weather-related adjustments. If FPL files a petition to initiate a general base rate proceeding pursuant to this provision, FPL may also request an interim rate increase pursuant to the provisions of Section 366.071, Florida Statutes. Nothing in this Agreement shall preclude any Party from participating in any proceeding initiated by FPL to increase base rates pursuant to this Paragraph 5(a) consistent with the full rights of an intervenor.

(b) Notwithstanding Paragraph 4 above, if during the Minimum Term of this Agreement, FPL's earned return on common equity exceeds the top of its authorized ROE range reported in an FPL monthly earnings surveillance report stated on an FPSC actual, adjusted basis, any Party shall be entitled to petition the Commission for a review of FPL's base rates. In any proceeding initiated pursuant to this Paragraph 5(b), all Parties will have full rights conferred by law.

(c) Notwithstanding Paragraph 4 above, this Agreement shall terminate upon the effective date of any final order issued in any such proceeding pursuant to this Paragraph 5 that changes FPL's base rates.

(d) This Paragraph 5 shall not: (i) be construed to bar or limit FPL to any recovery of costs otherwise contemplated by this Agreement nor, in any proceeding initiated after a base rate proceeding filed pursuant to this Paragraph 5, shall any Party be prohibited from taking any position or asserting the application of law or any right or defense in litigation related to FPL's efforts to recover such costs; (ii) apply to any request to change FPL's base rates that would become effective after this Agreement terminates; or (iii) limit any Party's rights in proceedings concerning changes to base rates that would become effective subsequent to the termination of this Agreement to argue that FPL's authorized ROE range or any other element used in deriving its revenue requirements or rates should differ from the range set forth in this Agreement.

Large Load Contract Service

6. FPL's Large Load Contract Service Tariffs LLCS-1, LLCS-2, and LLCS Service Agreement tariffs ("LLCS Tariffs") shall be approved as filed, with the following modifications:

(a) The LLCS Tariffs shall apply to any customer with new or incremental load of 50 MW or more and a load factor of 85% or higher.

(b) The minimum take-or-pay demand charge for the LLCS Tariffs shall be 70%.

(c) The LLCS base, non-fuel energy, and demand charges shall be based on final revenue requirements and rate allocations set forth in Paragraph 4 and reflected in Exhibits B and C.

(d) The language in the LLCS Tariffs requiring that "[a]ll service required by the Customer at a Single Location shall be furnished through primary metering at the available transmission voltage at the interconnecting transmission substation(s)," is not intended to aggregate load across multiple locations in order to apply LLCS Tariffs to the customer. The LLCS Tariffs specifically mandate that each location maintain its own dedicated metering arrangement.

(e) The performance security amount in the LLCS Service Agreement shall be modified as follows:

(i) For counterparties rated BBB or better by a nationally recognized rating agency, a parent guaranty equal to the present value of five years of incremental generation charge revenues. The parent must have sufficient net available liquidity of more than the five (5) years of the obligation, which will be subject to an annual review.

(ii) For counterparties rated less than BBB by a nationally recognized rating agency, a letter of credit or surety bond equal to the present value of ten years of incremental generation charge revenues.

(iii) Counterparties not rated by a nationally recognized rating agency will be subject to an internal FPL review of credit and will be subject to five or ten years of collateral requirements per above, based on FPL's final internal credit worthiness assessment.

(f) With respect to the engineering and system impact studies ("System Studies") required for applicants seeking service under the LLCS Tariffs:

(i) The customer will have six months to execute the Construction and Operating Agreement and pay the CIAC, if any, based on the tariff in effect at that

time, such period to run from the later of (x) the date on which FPL provides the Engineering Study or (y) the date the LLCS Tariff becomes effective.

(ii) Customer is entitled, upon request, to one 3-month extension per study (9 months total) to execute the Construction and Operating Agreement.

(iii) The customer is not guaranteed capacity until the LLCS Service Agreement is executed and all deposits are paid.

(iv) If the maximum acceptance period is reached and the customer does not complete paragraphs 6(f)(i) through (iii) above, the System Study will be considered null and void.

(v) The System Study package includes a milestone schedule based on durations and not specific dates. The extension of the acceptance period does not shorten the milestone schedule. In the event the customer extends the acceptance period pursuant to Paragraph 6(f)(ii), the load ramp schedule may need to adjust to accommodate the milestone schedule.

(vi) For System Studies accepted before the LLCS Tariff takes effect, customer has until September 30, 2026 to execute the LLCS Service Agreement.

(vii) FPL retains the unilateral right and option to extend the acceptance period for a reasonable period of time based on exigent or necessary circumstances as it determines in its sole discretion.

Contribution in Aid of Construction Tariff

7. (a) FPL's proposed Contribution in Aid of Construction ("CIAC") tariff modification will apply to all new non-governmental applicants that require new or upgraded facilities with a total estimated cost of $50 million or more at the point of delivery.

(b) An applicant that meets or exceeds one or both of these thresholds will be required to advance the total estimated costs to extend service and will receive a refund of the advanced costs minus the CIAC amount due under Rule 25-6.064, F.A.C. Upon the in-service date, the applicant will receive the refund through monthly bill credits that are equal to the applicant's actual monthly base energy and base demand charges for that billing cycle. The total amount eligible for refund shall be limited to the total costs to extend service less the required CIAC amount. The refund period will be limited to a maximum of five (5) years from the in-service date or until the full costs to extend service, less the required CIAC, has been refunded to the applicant through bill credits, whichever occurs first. Any remaining balance after the end of the five-year refund period will become non-refundable.

Electric Vehicle Programs

8. (a) FPL's Commercial Electric Vehicle Charging Services Rider (CEVCS-1), Electric Vehicle Charging Infrastructure Rider (GSD-1EV), Electric Vehicle Charging Infrastructure Rider (GSLD-1EV), Utility-Owned Public Charging for Electric Vehicles (UEV), and FPL's Residential Electric Vehicle Charging Services (RS-1EV and RS-2EV) (the "EV Home Program") tariffs shall be approved as filed, with the following modifications:

(i) FPL's GLD-1EV and GSLD-1EV Riders shall become permanent (i.e., non-pilot);

(ii) FPL shall create a new GSLD-2EV Rider to allow for demand greater than 2,000 kW, which Rider shall also be permanent (i.e., non-pilot). This new rate schedule will not become effective until the new rate can be established in

FPL's upgraded billing system. Until such time as the new rate schedule is established, existing customers will be allowed to exceed 2,000 kW of demand and remain in GSLD-1EV.

(iii) FPL shall increase the rate for UEV to $0.45/kWh. FPL agrees to increase the rate for UEV by an additional $0.02/kWh (to $0.47/kWh) on January 1,2027, an additional $0.01/kWh (to $0.48/kWh) on January 1, 2028, and an additional $0.01/kWh (to $0.49/kWh) on January 1, in 2029.

(iv) The CEVCS-1 shall continue as a pilot program, i.e., it will not become a permanent tariff program, and shall not be expanded, i.e., there will be no changes to the eligibility and other requirements of the current pilot program.

(b) FPL shall commit to spend $20 million to enable a Make Ready program for public direct current fast charging ("DCFC") and alternating current Level-2 charging to support public, workplace, fleet, and multi-family dwelling charging. The timing of the credits will be at FPL's discretion over the four-year term of this Agreement. FPL is authorized to defer the credits associated with the Make Ready program to a regulatory asset to be amortized over a period of forty-eight (48) months beginning in the month following each credit FPL provides, but no sooner than January 1, 2026.

(c) The Parties agree that these programs comply with the requirements of Section 366.94, Florida Statutes.

(d) FPL also commits not to initiate further new investment in or construction of new FPL-owned public fast-charging infrastructure during the term of the Agreement, other than maintenance of existing ports and other existing FPL-owned public fast-charging infrastructure. Provided, however, FPL shall be permitted to complete any ongoing

construction of FPL-owned public fast-charging infrastructure that was initiated prior to the term of this Agreement, for a total of not more than 585 FPL-owned ports.

Cost Recovery Clauses

9. Effective January 1, 2026, all clause factors shall be allocated using the 4CP and 12% Average Demand methodology for Production Plant and 4CP for Transmission Plant. FPL will reflect this revised allocation methodology in the 2025 clause proceedings by filing revised clause factors that take effect January 1, 2026, subject to the Commission's approval of the factor calculations. All Parties to this Agreement maintain their full rights in the clause dockets but shall not oppose the allocation methodology.

10. Nothing shall preclude the Company from requesting Commission approval for recovery of costs (a) that are of a type which traditionally, historically and ordinarily would be, have been, or are presently recovered through cost recovery clauses or surcharges, or (b) that are incremental costs not currently recovered in base rates which the Legislature or Commission determines are clause recoverable subsequent to the approval of this Agreement. FPL will not be allowed to recover through cost recovery clauses costs of types or categories that have been, and traditionally, historically and ordinarily would be, recovered through base rates; the Parties recognize that an authorized governmental entity may impose requirements on FPL involving new or atypical kinds of costs (including but not limited to, for example, requirements related to cyber security) in connection with the imposition of such requirements, and the Legislature and/or Commission may authorize FPL to recover those related costs through a cost recovery clause.

11. Nothing in this Agreement shall preclude FPL from requesting the Commission to approve the recovery of costs that are recoverable through base rates under the nuclear cost recovery

statute, Section 366.93, Florida Statutes, and Commission Rule 26-6.0423, F.A.C. Nothing in this Agreement prohibits Parties from participating without limitation in nuclear cost recovery proceedings and proceedings related thereto and opposing FPL's requests.

Storm Cost Recovery Mechanism

12. FPL will be permitted to recover prudently incurred storm restoration costs through the storm cost recovery mechanism described below:

(a) Nothing in this Agreement shall preclude FPL from petitioning the Commission to seek recovery of costs associated with any tropical systems named by the National Hurricane Center or its successor (Storm Costs) without the application of any form of earnings test or measure and irrespective of previous or current base rate earnings. Recovery of storm costs from customers will begin, on an interim basis, sixty days following the filing of a cost recovery petition and tariff with the Commission. Consistent with the rate design method approved in Order No. PSC-06-0464-FOF-EI, the storm cost recovery (known as the Storm Surcharge) will be based on a 12-month recovery period if the estimated storm costs do not exceed $5.00/1,000 kWh on monthly residential customer bills. The $5.00/1,000 kWh cap will apply in aggregate for a calendar year for the purpose of the interim recovery.

(b) In the event the storm costs exceed that level, FPL may defer the additional storm restoration costs in excess of $5.00/1,000 kWh on its balance sheet to be recovered in a subsequent year or years as determined by the Commission; provided, however, that FPL may petition the Commission to allow recovery of more than $5.00/1,000 kWh in the event its storm costs in a given calendar year exceed that amount, inclusive of the amount needed to replenish the storm reserve to the level in Paragraph 13(c) below. The period of recovery

for amounts in excess of $5.00/1,000 kWh lies within the Commission's discretion. The Parties to this Agreement are not precluded from participating in any such proceedings and opposing the amount of FPL's claimed costs but not the mechanism agreed to herein, provided that it is applied in accordance with this Agreement.

(c) All storm related costs subject to interim recovery under the storm cost recovery mechanism will be calculated and disposed of pursuant to Section 25-6.0143, F.A.C., and will be limited to costs resulting from a tropical system named by the National Hurricane Center or its successor, to the estimate of incremental costs above the level of storm reserve prior to the storm and to the replenishment of the storm reserve to $300 million.

(d) Any proceeding to recover costs associated with any storm shall not be a vehicle for a "rate case" type inquiry concerning the expenses, investment, or financial results of operations of the Company and shall not apply any form of earnings test or measure or consider previous or current base rate earnings.

(e) To the extent FPL over-collects storm costs from customers pursuant to the storm cost recovery mechanism, FPL will refund the over-collected amounts in the same manner in which FPL collected those amounts from each customer.

Solar and Battery Base Rate Adjustments

13. FPL will be authorized to petition the Commission to recover through its base rates costs for solar generation projects that enter service in 2027, 2028 and 2029 and battery storage projects that enter service in 2028 and 2029 and to reflect in such request for cost recovery the associated impacts of projected Production Tax Credits ("PTCs") and the one-year flow-through of any ITCs that conclude in 2028 and 2029.

(a) FPL projects that for the purposes of cost recovery set forth in this Paragraph 13, it will undertake the construction of solar projects totaling approximately 1,192 MW in 2027, 1,490 MW in 2028 and 1,788 MW in 2029, and battery storage projects totaling 600 MW in 2028 and 600 MW in 2029. FPL is authorized to recover its costs of these projects through a SoBRA. FPL will demonstrate the need(s) at the time it makes its final true-up filing in the Fuel and Purchased Power Cost Recovery Docket the year prior to the project's expected in-service date (the "SoBRA Proceeding"). The Parties to this Agreement are not precluded from fully participating in any such SoBRA proceeding but they may not object to FPL's right to petition for such recovery under this Paragraph 13.

(i) For solar projects, FPL must demonstrate that the solar projects subject to its SoBRA Petition are Cumulative Present Value Revenue Requirement ("CPVRR") beneficial within 10 years and have a cost benefit ratio of 1.15 to 1 compared to the projected system CPVRR without the solar projects. FPL must also demonstrate that the cost of the components, engineering, and construction are reasonable.

(ii) To demonstrate a resource need for the solar or battery storage projects subject to a SoBRA Petition, FPL must demonstrate a reliability need for such incremental capacity or energy. FPL must also demonstrate that the selected portfolio of projects are the lowest cost resource available to timely meet the resource need, and the cost of the components, engineering, and construction are reasonable.

(b) In a SoBRA Proceeding, FPL also will submit for approval (i) the revenue requirements associated with the solar and battery projects to be installed during the in-service year and the impact of the conclusion of any ITC flowthrough in the previous year,

and (ii) the appropriate percentage increase in base rates needed to collect the estimated revenue requirements ("SoBRA Factor"). Paragraphs 13(c) through 13(e) below set forth the methodology for calculating the revenue requirements and SoBRA Factor.

(c) The SoBRA revenue requirement is intended to recover the incremental jurisdictional revenue requirement based on the first 12 months of operations of the solar and battery storage projects and associated facilities (the "Annualized Base Revenue Requirement") beginning no sooner than the date the project is placed in-service, and excluding any land component that is already included in base rates as Plant Held for Future Use. The revenue requirement computations for the SoBRAs will be based on the following: (i) estimated capital expenditures for each solar or battery storage project, net of any plant held for future use projected in FPL's 2026 or 2027 Projected Test Years, (ii) estimated depreciation expense and related accumulated depreciation calculated using the depreciation rates for similar assets in FPL's 2025 Depreciation Study, (iii) estimated operating and maintenance and property tax expenses, and (iv) estimated income tax expense, including tax credits. The revenue requirements will be calculated using FPL's approved midpoint ROE and an incremental capital structure based on investor sources that is adjusted to reflect the depreciation-related accumulated deferred income tax proration adjustment that is required by Treasury Regulation §1.167(1)-1(h)(6).

(d) The SoBRA revenue requirements will reflect the impacts associated with projected PTCs and the conclusion of one-year ITC flow-through accounting related to battery storage facilities placed in-service and reflected in the previous year. At the time FPL calculates the revenue requirement, it will also include any revenue requirement reduction resulting from projected PTCs and the revenue needed to account for the conclusion of the ITC flow-through associated with (i) the 2027 battery storage facilities (as part of the 2028

SoBRA revenue requirements), and (ii) the 2028 battery storage facilities (as part of the 2029 SoBRA revenue requirements).

(e) The SoBRA Factor is based on the ratio of projected jurisdictional annual revenue requirements of the SoBRA project and the projected retail base revenues from the sales of electricity during the first 12 months of operation. The corresponding fuel savings associated with the SoBRA project will be reflected in the fuel factors effective upon the in-service date. The SoBRA Factor, once approved by the Commission, will be implemented on the first billing cycle day following commercial operation of the solar and battery storage projects, by adjusting Base Charges (e.g., base charge, energy charge, demand charge) for all service classes by an equal percentage.

(f) In the event that actual capital costs are lower than the estimated capital costs reflected in the initial SoBRA revenue requirement filing, FPL will calculate a final SoBRA revenue requirement based on the same inputs and methodology used for the initial SoBRA revenue requirement, except the calculation will be updated with actual capital expenditures. The difference between the cumulative base revenues since the implementation of the initial adjustment and the cumulative base revenues that would have resulted if the revised adjustment had been in place during the same time period will be credited to customers through the Capacity Cost Recovery Clause ("CCR Clause") with interest at the 30-day commercial paper rate as specified in Rule 25-6.109. In addition, on a going forward basis, base rates will be adjusted to reflect the revised SoBRA Factor.

(g) In the event that actual capital costs for the solar projects or battery storage projects are higher than the projection on which the revenue requirements are based, FPL would include the incremental costs in its monthly earnings surveillance report and reflect these costs in its next base rate proceeding.

(h) For each solar project, battery storage project, and ITC flow-through and ITC conclusion approved pursuant to this Paragraph 13, the base rate increase shall be based upon FPL's billing determinants for the first twelve (12) months following such project's commercial in-service date, where such billing determinants are those used in FPL's then-most-current CCR Clause filings with the Commission, including, to the extent necessary, projections of such billing determinants into a subsequent calendar year so as to cover the first twelve (12) months of revenue requirements of each such solar project's operation.

(i) Each SoBRA is to be reflected on FPL's customer bills by increasing base charges and base non-clause recoverable credits, CILC credits and CDR credits by an equal percentage contemporaneously. The calculation of the percentage change in rates is based on the ratio of the jurisdictional Annualized Base Revenue Requirement and the forecasted retail base revenues from the sales of electricity during the first twelve months of operation. FPL will begin applying the incremental base rate charges for each SoBRA to meter readings made on and after the commercial in-service date of that solar or battery generation site.

(j) FPL's base rates applied to customer bills, including the effects of the SoBRAs as implemented pursuant to this Agreement (i.e., uniform percent increase for all rate classes applied to base revenues), shall continue in effect until next reset by the Commission in a general base rate proceeding.

Tax Law Changes

14. The following terms will apply in the event any new permanent change in federal or state tax law or tax regulations (referred to herein as the "new tax law") is effective during the four-year term 2026 through 2029:

(a) FPL will submit within 60 days of the effective date of the change in law a petition to open a separate docket for the purpose and limited scope of addressing the base revenue requirement impact of the new tax law. FPL will submit the calculations reflecting the impact on base revenue requirements and ask the Commission to establish an expedited procedural schedule that will allow intervenors time to review and, if necessary, respond to FPL's filing. FPL will be authorized to adjust base rates upon confirmation by the Commission that FPL appropriately calculated the impacts pursuant to the methodology set forth in Paragraph 14(b).

(b) The impact of the new tax law shall be calculated as follows: FPL will compare FPL's revenue requirements utilizing the new tax law against FPL's Commission-approved revenue requirements utilizing current tax law. The difference in revenue requirements will demonstrate the impact of the new tax law and that difference will be the amount of FPL's base rate adjustments for 2026 and 2027, as applicable. The adjustment for 2027 revenue requirements will remain in place for 2028 and 2029. To the extent applicable, rate adjustments approved through FPL's proposed SoBRA mechanism in 2028 and 2029 will reflect then-current tax law.

(c) For the time period between the effective date of the new tax law and implementation of new tax-adjusted base rates, FPL will defer the impact of the new tax law to the balance sheet for collection or refund through the CCR Clause.

(d) All else equal, a decrease in the corporate income tax rate will reduce income tax expense as well as change the classification of a portion of the $1.155 billion of deferred tax liabilities included in the Rate Stabilization Mechanism ("RSM") Amount in Paragraph 21 to excess accumulated deferred income tax liabilities ("ADIT"). FPL is authorized to restore the RSM Amount utilizing unprotected excess ADIT associated with tax repairs

and mixed service costs in an amount equivalent to the reduction of DTLs in the RSM resulting from the tax law change, but in no event shall the total DTL balance in the RSM exceed the original $1.155 billion.

(e) Deficient or excess ADIT created by such tax law changes will be deferred as a regulatory asset or regulatory liability on the balance sheet and included within FPL's capital structure. If the new tax law continues to prescribe the use of the Average Rate Assumption Method, FPL will flow back or collect the protected excess or deficient ADIT over the underlying assets' remaining life to ensure compliance with Internal Revenue Service normalization rules. If the new tax law does not specify the treatment of unprotected deficient or excess ADIT, for amounts other than the excess ADIT related to the RSM Amount described in Paragraph 21, FPL will flow back or collect such amounts over a period of not more than ten (10) years. FPL will account for the impact of deferred income taxes as part of the calculations described in Paragraphs 14(a) and 14(b).

Capital Recovery Schedules

15. FPL shall be authorized to establish capital recovery schedules for the regulatory assets identified on Exhibit D attached to this Agreement ("Regulatory Assets"). The Regulatory Assets shall be amortized over twenty (20) years pursuant to Exhibit D.

Depreciation and Dismantlement

16. FPL's 2025 Depreciation Study, filed as Exhibit NWA-1, satisfies Rule 25-6.0436, F.A.C. and FPL's obligation to file a depreciation study, subject to the following modification: the estimated retirement date for Scherer Plant shall be extended from 2035 as filed to 2047.

The depreciation parameters and resulting rates, including this modification, shall be as set forth in Exhibit E.

17. FPL's 2025 Dismantlement Study, filed as Exhibit NWA-2, satisfies Rule 25-6.04364, F.A.C., and FPL's obligation to file a dismantlement study. The annual dismantlement accrual and associated reserve transfers shall be those set forth in Exhibit KF-4 attached to the direct testimony of FPL witness Ferguson.

18. The provisions of Rules 25-6.0436 and 25-6.04364, F.A.C., which provide depreciation and dismantlement studies are generally filed at least every four years, will not apply to FPL until FPL files its next petition to change base rates. The depreciation rates and dismantlement accruals in effect as of the Implementation Date shall remain in effect until FPL's base rates are next reset in a general base rate proceeding. At such time as FPL shall next file a general base rate proceeding, it shall simultaneously file new depreciation and dismantlement studies and propose to reset depreciation rates and dismantlement accruals in accordance with the results of those studies. The Parties will support consolidation of proceedings, if needed, to reset FPL's base rates, depreciation rates and dismantlement accruals.

Transferability of Excess Tax Credits

19. FPL's proposal to sell excess ITCs and Production Tax Credits ("PTCs") to third parties at a discount to mitigate the tax credit carryforward for 2026 and 2027 shall be approved as filed. Selling the excess ITC and PTCs at a discount provides a net benefit to customers on a cumulative basis over 2026 and 2027 by mitigating FPL's deferred tax asset balance. Any portion of an eligible credit that is not transferred will remain as a deferred tax asset and will be applied to the subsequent years' standalone federal income tax liability.

Rate Stabilization Mechanism

20. FPL shall be authorized to recognize a regulatory liability associated with the unprotected deferred tax liability related to tax repairs and mixed service costs, and an equal offsetting regulatory asset as of January 1, 2026. The regulatory liability shall represent the full amount of the reduction in deferred tax expense projected to be provided to customers through the RSM. The regulatory asset represents the amount of deferred taxes that will be recovered in future periods over the average life of the underlying assets. The regulatory asset will be amortized over 30 years beginning upon the first use of the regulatory liability in the RSM described in Paragraph 21.

21. (a) Until the expiration of the Minimum Term, FPL shall be permitted to implement a non-cash accounting RSM to respond to changes in its underlying revenues and expenses to avoid additional general base rate increases and maintain its ROE within the authorized range during the four-year rate period. The RSM shall be funded from the following sources:

(i) $1.155 billion of unprotected deferred tax liability related to tax repairs and mixed service costs, for which a regulatory liability is established pursuant to Paragraph 20.

(ii) Any balance remaining as of January 1, 2026 in FPL's existing Reserve Surplus Amortization Mechanism ("RSAM") approved in the *2021 Rate Settlement Order* ("RSAM Carryover Amount").

(iii) The ITCs associated with the 522 MW battery storage project added during 2025, for which FPL is authorized to recognize a regulatory liability for the full amount of the ITCs.

FPL shall file an attachment to its monthly earnings surveillance report for December 2025 that shows the final RSAM Carryover Amount, and amount associated with the 2025 ITCs. The sum of the $1.155 billion of unprotected deferred tax liability, the final RSAM Carryover Amount and the final amount of the 2025 ITCs shall constitute the "RSM Amount." In addition to the RSM, during the Term, FPL will recognize in base rates the customers' share of the gains generated through the Asset Optimization Program (approved in *2021 Rate Settlement Order*) in the month in which they are generated, and 100% of any annual gains in excess of $150 million will be provided to customers through the Fuel Cost Recovery Clause.

(b) Consistent with how the predecessor RSAM was used, FPL shall be permitted to use the RSM flexibly at its discretion from 2026 through 2029. Until expiration of the Minimum Term, FPL may amortize the RSM by recording credits to the income statement and debits to the related balance sheet line item, or debits to the income statement and credits to the related balance sheet line item as it relates to the specific components of the RSM identified in Paragraph 21(a), with the amounts to be amortized during each year of the Minimum Term left to FPL's discretion. Additionally, amortization in each year of the Minimum Term is subject to the following conditions: (i) to the extent available, components of the RSM identified in Paragraph 21(a) other than the unprotected deferred tax liability shall be utilized and exhausted first; (ii) for any surveillance reports submitted by FPL during the Minimum Term on which its ROE (measured on an FPSC actual, adjusted basis) would otherwise fall below the bottom of its authorized range, FPL must amortize at least the amount of the available RSM necessary to maintain in each such 12-month period an ROE at a level that does not fall below the bottom of its authorized range

(measured on an FPSC actual, adjusted basis); (iii) FPL may not amortize the RSM in an amount that results in FPL achieving an ROE that exceeds the top of its authorized range (measured on an FPSC actual, adjusted basis) in any such 12-month period as measured by surveillance reports submitted by FPL; and (iv) FPL must debit the income statement and credit the related balance sheet line item in an amount to cause FPL to not exceed the top of its authorized ROE range, provided, however, that if such credit would result in FPL exceeding the RSM Amount, the provisions of Paragraph 21(c) shall apply.

(c) FPL shall be permitted to manage its business such that its earnings fall within the authorized ROE range. If a debit to expense is required to keep FPL from earning above the top of its authorized range and such debit would result in FPL exceeding the total RSM Amount during any monthly reported period on an earnings surveillance report: (i) FPL will first record a debit to expense and a credit to the related balance sheet line item as it relates to the specific components of the RSM Amount identified in Paragraph 21(a); and (ii) whatever debit remains necessary to not exceed the top of its authorized ROE range will be recorded on the Company's books such that such debit amount is applied to credit (increase) the storm reserve as an unfunded amount. Any unfunded storm reserve balance must be depleted prior to using the funded reserve to recover Storm Costs. Nothing in this Paragraph shall preclude FPL from either expensing Storm Costs in accordance with Rule 25-6.0143, F.A.C., or exercising its option to seek recovery pursuant to Paragraph 12 of this Agreement for recoverable storm costs.

(d) FPL shall not satisfy the requirement of Paragraph 5 that its actual adjusted earned ROE must fall below the bottom of its authorized range on a monthly surveillance report before it may initiate a petition to increase base rates during the Minimum Term unless

FPL first uses any of the RSM Amount that remains available for the purpose of increasing its earned ROE to at least the bottom of its authorized range for the period in question.

(e) FPL shall file an attachment to its monthly surveillance report for each month of each year during the Term that shows the available RSM Amount and the amount of amortization credit or debit to the RSM on a monthly basis and year-end total basis for that calendar year.

(f) The RSM shall terminate upon the expiration of the Minimum Term of this Agreement and FPL may not amortize any portion of the RSM past December 31, 2029 unless FPL provides notice to the Parties by no later than March 31, 2029 that it does not intend to seek a general base rate increase to be effective any earlier than January 1, 2030, in which event the Minimum Term of this Agreement shall be extended and any amortization of the RSM after December 31, 2029 shall be in accord with this Paragraph 21.

Long Duration Battery Pilot

22. FPL shall be authorized to implement its Long Duration Battery Storage Pilot described in the direct testimony of Tim Oliver. This Pilot will allow FPL to gain valuable experience with advanced battery storage technologies, including (a) validating the performance and grid reliability of long-duration energy systems, (b) evaluating alternative storage technologies as complements to conventional lithium-ion batteries, (c) developing criteria for vendors regarding safety and delivery schedules, (d) optimizing charging operations to leverage low-cost solar energy during periods of reduced load, and (e) optimizing discharging operations to complement conventional batteries during extended periods of high load. The Pilot will be limited to two long-duration battery storage systems each

capable of dispatching up to 10 MW of power and storing a total of 100 megawatt-hours of energy. FPL estimates that the Long Duration Battery Storage Pilot can be put in service in 2027 at an estimated cost of $78 million. The Parties agree that FPL's decision to pursue the Long Duration Battery Storage Pilot is prudent, and they waive any right to challenge this Pilot, other than the reasonableness of amounts actually expended, in any proceeding addressing the recoverability of the Long Duration Battery Storage Pilot costs. The Long Duration Battery Storage Pilot costs described herein are not incremental to the revenue requirements set forth in Paragraph 4.

Land Acquisition and Disposition

23. FPL shall not be permitted to purchase any new land used exclusively for solar during the Minimum Term, with the exception of the property identified as the "Duda" property in Exhibit TO-7 to the rebuttal testimony of Tim Oliver. Upon approval of this Agreement, FPL will commit to best commercial efforts to sell property amounting to a total value of $200 million reflected in plant held for future use. All sales of property held for future use by FPL shall be at fair market value. Gains or losses will be treated in accordance with Commission policy.

Acquisition of Vandolah Power Company, LLC

24. FPL agrees that if its Section 203 Application for the acquisition of Vandolah Power Company, LLC ("Vandolah"), a natural gas/oil-fired 660 MW generating facility, is approved by the Federal Energy Regulatory Commission and Vandolah is integrated into FPL's system, FPL shall not exclusively use the capacity from Vandolah to serve data center or hyperscaler customers.

Natural Gas Financial Hedges

25. FPL agrees not to financially hedge natural gas during the Minimum Term and any extensions thereof. FPL shall not be prohibited from filing a petition and proposed risk management plan with the Commission to address natural gas financial hedging following expiration of the Minimum Term or any extensions thereof.

Assistance Programs and Policies for Residential Customers

26. FPL agrees that during the Term of this Agreement it shall not disconnect for nonpayment of bills for any customer in an FPL operational district with either (i) a forecasted 95-degree or higher temperature for the day, based on FPL's meteorological forecasts, or where a heat advisory is issued by the National Weather Service; or (ii) a forecasted temperature of 32 degrees or lower for the day, based on FPL's meteorological forecasts.

27. FPL agrees to accrue and provide a one-time funding of $15 million during the Term to provide payment assistance (offsetting receivables) to customers that satisfy the United Way's "Asset Limited Income Constrained, Employed" (ALICE) criteria. This funding is in addition FPL's Care To Share Program which is funded from voluntary contributions by shareholders, employees and customers.

C&I Energy Efficiency Measures

28. FPL agrees that, in a future proceeding, it will support a proposal requesting Commission approval for commercial and industrial customers with a combined total annual average usage greater than 15 million kWh per year, as measured by aggregating usage across all of that customer's accounts, to opt-out of FPL's energy efficiency programs and measures

and deploy their own, self-funded, energy efficiency programs and measures. Such opt-outs shall not be subsidized by the general body of FPL's customers and must have verification measures in place to allow FPL to reduce its otherwise applicable energy efficiency goals under the Florida Energy Efficiency and Conservation Act in amounts equal to the energy savings obtained by those opt-out customers.

Miscellaneous

29. No Party to this Agreement will request, support, or seek to impose a change in the application of any provision hereof. A Party to this Agreement will neither seek nor support any change in FPL's base rates or credits applied to customer bills, including limited, interim or any other rate decreases, that would take effect prior to expiration of the Minimum Term, except for any such reduction requested by FPL or as otherwise provided for in this Agreement. No party is prohibited from seeking interim, limited, or general base rate relief, or a change to credits, to be effective following latter of the expiration of the Minimum Term or any extensions thereof.

30. Nothing in this Agreement will preclude FPL from filing and the Commission from approving any new or revised tariff provisions or rate schedules requested by FPL, provided that such tariff request does not increase any existing base rate component of a tariff or rate schedule during the Term unless the application of such new or revised tariff, service or rate schedule is optional to FPL's customers.

31. The provisions of this Agreement are contingent on approval of this Agreement in its entirety by the Commission without modification unless such modification is unanimously agreed to in writing by the Parties to this Agreement in their sole discretion. The Parties agree that approval of this Agreement is in the public interest. The Parties further agree

that they will support this Agreement and will not request or support any order, relief, outcome, or result in conflict with the terms of this Agreement in any administrative or judicial proceeding relating to, reviewing, or challenging the establishment, approval, adoption, or implementation of this Agreement or the subject matter hereof; however, the Parties acknowledge that Walmart takes no position as to the ROE set forth in Paragraph 3 of this Agreement. No Party will assert in any proceeding before the Commission or any court that this Agreement or any of the terms in the Agreement shall have any precedential value, except to enforce the provisions of this Agreement. Approval of this Agreement in its entirety will resolve all matters and issues in Docket No. 20250011-EI pursuant to and in accordance with Section 120.57(4), Florida Statutes. Docket No. 20250011-EI will be closed effective on the date the Commission Order approving this Agreement is final, and no Party shall seek appellate review of any order approving this Agreement issued in this Docket.

32. This Agreement is dated as of August 20, 2025. It may be executed in counterpart originals, and a scanned .pdf copy of an original signature shall be deemed an original. Any person or entity that executes a signature page to this Agreement shall become and be deemed a Party with the full range of rights and responsibilities provided hereunder, notwithstanding that such person or entity is not listed in the first recital above and executes the signature page subsequent to the date of this Agreement, it being expressly understood that the addition of any such additional Party(ies) shall not disturb or diminish the benefits of this Agreement to any current Party.

In Witness Whereof, the Parties evidence their acceptance and agreement with the provisions of this Agreement by their signature.

Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408

By: _____
Armando Pimentel, Jr.
President & CEO

Florida Industrial Power Users Group
Jon C. Moyle, Jr.
Moyle Law Firm
118 North Gadsden Street
Tallahassee FL 32301

By: _____
Jon C. Moyle

FPL 2025 Settlement Agreement

Florida Retail Federation
James Brew
Stone Law Firm
1025 Thomas Jefferson St., NW
Ste. E-3400
Washington, DC 20007

By: James Brew

Florida Energy for Innovation Association
D. Bruce May
Kevin W. Cox
Kathryn Isted
Holland & Knight LLP
315 South Calhoun St, Suite 600
Tallahassee, Florida 32301

By: D. Bruce May

Walmart Inc.,
Stephanie U. Eaton
Spilman Thomas & Battle, PLLC
110 Oakwood Drive, Suite 500
Winston-Salem, NC 27103

By: _____
Stephanie U. Eaton

*It is expressly acknowledged by the Parties to this Agreement that Walmart takes no position as to the ROE set forth in Paragraph 3 of this Agreement.

EVgo Services, LLC
Nikhil Vijaykar
Yonatan Moskowitz
Keyes & Fox LLP
580 California Street, 12th Floor
San Francisco, CA 94104

By: _____
Yonatan Moskowitz

Americans for Affordable Clean Energy, Inc.,
Circle K Stores, Inc.,
RaceTrac, Inc., and
Wawa, Inc.
Floyd R. Self, B.C.S.
Ruth Vafek, Esq.
Berger Singerman, LLP
313 North Monroe Street, Suite 301
Tallahassee, Florida 32301

By: _____
Floyd R. Self, Counsel for
AACE, Circle K, RaceTrac, Wawa

Federal Executive Agencies
Leslie R. Newton
Thomas Jernigan
Michael A. Rivera
139 Barnes Drive, Suite 1
Tyndall AFB FL 32403

By: Leslie R Newton

Armstrong World Industries, Inc.
Austin K. So
2500 Columbia Avenue
Lancaster, PA 17603

By: _____
Austin K. So
SVP, General Counsel, Head of Gov't Relations & Chief Compliance Officer

Electrify America, LLC
Robert E. Montejo
Duane Morris, LLP
201 S. Biscayne Blvd., Suite 3400
Miami, FL 33131-4325

By: Robert Montejo
Robert E. Montejo
Attorney for and Authorized on behalf of Electrify America, LLC

Southern Alliance for Clean Energy
William C. Garner
Law Office of William C. Garner, PLLC
3425 Bannerman Road
Unit 105, No. 414
Tallahassee FL 32312

By: _____
William C. Garner

EXHIBIT A

Schedule E-5
2026 Projected Test Year

SOURCE AND AMOUNT OF REVENUES - AT PRESENT AND PROPOSED RATES

FLORIDA PUBLIC SERVICE COMMISSION

COMPANY: FLORIDA POWER & LIGHT COMPANY
AND SUBSIDIARIES

DOCKET NO.: 20250011-EI

EXPLANATION: Provide a schedule by rate class which identifies the source and amount of ALL revenue INCLUDED IN THE COST OF SERVICE STUDY. The base rate revenue from retail sales of electricity must equal that shown on MFR Schedule E-13a. The revenue from service charges must equal that shown on MFR Schedule E-13b. The total revenue for the retail system must equal that shown on MFR Schedule C-1.

Type of Data Shown:
X Projected Test Year Ended 12/31/26
__ Prior Year Ended __/__/__
__ Historical Test Year Ended __/__/__

Witness: Tiffany C. Cohen

($000 WHERE APPLICABLE)

Line No.	(1) Description of Source	(2) Total	(3) CILC-1D	(4) CILC-1G	(5) CILC-1T	(6) GS(T)-1	(7) GSCU-1	(8) GSD(T)-1	(9) GSLD(T)-1	(10) GSLD(T)-2
1	**PRESENT REVENUES -**									
2										
3	**ELECTRICITY SALES:**									
4	RETAIL SALES - BASE REVENUES	9,324,387	83,739	4,001	32,344	711,161	2,348	1,672,374	518,887	166,003
5	RETAIL SALES - ADJUSTMENTS	299,672	2,152	103	831	18,280	60	42,986	13,363	4,267
6	CILC INCENTIVES OFFSET	75,866	22,830	964	13,997			15,976	15,107	7,114
7	UNBILLED REVENUES - FPSC	(22,594)	(436)	(17)	(257)	(1,468)	(5)	(5,156)	(1,802)	(899)
8	*TOTAL ELECTRICITY SALES*	9,617,453	108,286	5,050	46,915	727,953	2,403	1,726,181	545,455	176,485
9										
10	**OTHER OPERATING REVENUE:**									
11	FIELD COLLECTION & LATE PAYMENT CHARGES	69,104	134	4	0	5,314	0	4,394	918	388
12	MISC SERVICE REVS - INITIAL CONNECT NEW PREMISE	1,489				269	0	19	1	0
13	MISC SERVICE REVS - RECONNECT AFTER NON PAYMENT	5,842				254		6	0	
14	MISC SERVICE REVS - CONNECT / DISCONNECT EXIST. PREMISE	10,379				488		42	1	0
15	MISC SERVICE REVS - RETURNED CUSTOMER CHECKS	17,920				867	0	524	110	3
16	MISC SERVICE REVS - CURRENT DIVERSION PENALTY	767				14		4		
17	MISC SERVICE REVS - OTHER BILLINGS	1,161	0	0	0	105	1	20	1	0
18	MISC SERVICE REVS - REIMBURSEMENTS - OTHER	(3,741)	(0)	(0)	(0)	(339)	(3)	(64)	(2)	(0)
19	ELECTRIC PROP RENT - GENERAL	25,285	303	13	136	1,611	6	4,376	1,470	506
20	ELECTRIC PROP RENT - FUT USE & PLT IN SERVICE & STRG TANKS	12,877	151	7	69	922	4	2,229	748	258
21	ELECTRIC PROP RENT - POLE ATTACHMENTS	45,645	584	26		3,156	7	9,215	3,132	1,026
22	ELECTRIC PROP RENT - OSPS	2,522	32	1		175	0	509	172	57
23	OTH ELECTRIC REVENUES - TRANSMISSION	17,594	246	11	134	1,172	3	3,629	1,214	420
24	OTH ELECTRIC REVENUES - MISC	60,491	773	33	365	4,243	16	10,987	3,725	1,291
25	*TOTAL OTHER OPERATING REVENUE*	267,316	2,228	95	704	18,471	37	35,891	11,489	3,948
26										
27	*TOTAL PRESENT REVENUES*	9,884,769	110,514	5,145	47,619	746,424	2,440	1,762,072	557,944	180,433
28										
29	**PROPOSED INCREASES -**									
30										
31	**ELECTRICITY SALES:**									
32	RETAIL SALES - BASE REVENUES	933,551	8,920	423	3,355	77,029	251	180,357	55,846	17,904
33	RETAIL SALES - ADJUSTMENTS	5,674	54	3	28	432	1	1,019	323	104
34	CILC/CDR CREDIT OFFSETS	8,588	2,580	109	1,582			1,806	1,707	804
35	UNBILLED REVENUES - FPSC	(2,372)	(46)	(2)	(27)	(156)	(1)	(541)	(200)	(73)
36	*ELECTRICITY SALES PROPOSED INCREASE*	945,441	11,518	531	4,938	77,305	251	182,640	57,676	18,739
37										
38	**OTHER OPERATING REVENUE:**									
39	FIELD COLLECTION & LATE PAYMENT CHARGES	73	0	0	0	5	0	5	1	0
40	MISC SERVICE REVS - INITIAL CONNECT NEW PREMISE	(113)				(22)	(0)	(1)	(0)	(0)
41	MISC SERVICE REVS - RECONNECT AFTER NON PAYMENT	(1,168)				(51)		(1)	(0)	
42	MISC SERVICE REVS - CONNECT / DISCONNECT EXIST. PREMISE	(1,155)				(54)		(5)	(0)	(0)
43	MISC SERVICE REVS - OTHER BILLINGS	(864)	(0)	(0)	(0)	(78)	(1)	(15)	(0)	(0)
44	MISC SERVICE REVS - REIMBURSEMENTS - OTHER	2,784	0	0	0	253	2	48	1	0
45	*OTHER OPERATING REVENUE PROPOSED INCREASE*	(441)	0	0	0	53	1	30	2	0
46										
47	*TOTAL PROPOSED INCREASE*	945,000	11,518	534	4,938	77,357	253	182,670	57,678	18,739
48										
49	*TOTAL REVENUES WITH PROPOSED INCREASE*	10,829,769	122,032	5,678	52,557	823,781	2,693	1,944,742	615,622	199,173

Supporting Schedules: C-1, E-12, E-13a, E-13b

Recap Schedules: E1

Schedule E-5
2026 Projected Test Year

SOURCE AND AMOUNT OF REVENUES - AT PRESENT AND PROPOSED RATES

Page 2 of 2

FLORIDA PUBLIC SERVICE COMMISSION

COMPANY: FLORIDA POWER & LIGHT COMPANY
AND SUBSIDIARIES

DOCKET NO.: 20250011-EI

EXPLANATION: Provide a schedule by rate class which identifies the source and amount of ALL revenue INCLUDED IN THE COST OF SERVICE STUDY. The base rate revenue from retail sales of electricity must equal that shown on MFR Schedule E-13a. The revenue from service charges must equal that shown on MFR Schedule E-13b. The total revenue for the retail system must equal that shown on MFR Schedule C-1.

Type of Data Shown:
X Projected Test Year Ended: 12/31/26
__ Prior Year Ended: __/__/__
__ Historical Test Year Ended: __/__/__

Witness: Tiffany C. Cohen

($000 WHERE APPLICABLE)

Line No.	(1) Description of Source	(2) GSLD(T)-3	(3) MET	(4) OS-2	(5) RS(T)-1	(6) SL/OL-1	(7) SL-1M	(8) SL-2	(9) SL-2M	(10) SST-DST	(11) SST-TST
1	**PRESENT REVENUES -**										
2											
3	**ELECTRICITY SALES:**										
4	RETAIL SALES - BASE REVENUES	31,516	4,270	1,983	5,899,122	184,515	1,520	1,810	551	177	7,066
5	RETAIL SALES - ADJUSTMENTS	810	110	51	151,630	4,743	39	47	14	5	182
6	CILC INCENTIVES OFFSET										
7	UNBILLED REVENUES - FPSC	(165)	(12)	(3)	(12,341)	(62)	(7)	(5)	(1)	(0)	(19)
8	*TOTAL ELECTRICITY SALES*	32,160	4,368	2,031	6,038,411	189,177	1,552	1,851	564	181	7,229
9											
10	**OTHER OPERATING REVENUE:**										
11	FIELD COLLECTION & LATE PAYMENT CHARGES	336	0	0	56,975	625	0	1	0	0	15
12	MISC SERVICE REVS - INITIAL CONNECT NEW PREMISE			0	1,159						
13	MISC SERVICE REVS - RECONNECT AFTER NON PAYMENT				5,563						
14	MISC SERVICE REVS - CONNECT / DISCONNECT EXIST. PREMISE			0	9,848						
15	MISC SERVICE REVS - RETURNED CUSTOMER CHECKS			0	16,372	28		16			
16	MISC SERVICE REVS - CURRENT DIVERSION PENALTY				730						
17	MISC SERVICE REVS - OTHER BILLINGS	0	0	0	1,029	4	0	0	0	0	0
18	MISC SERVICE REVS - REIMBURSEMENTS - OTHER	(0)	(0)	(0)	(3,317)	(13)	(1)	(1)	(1)	(0)	(0)
19	ELECTRIC PROP RENT - GENERAL	89	10	5	16,241	295	5	5	2	0	10
20	ELECTRIC PROP RENT - FUT USE & PLT IN SERVICE & STRG TANKS	45	5	3	8,271	150	2	2	1	0	5
21	ELECTRIC PROP RENT - POLE ATTACHMENTS		26	80	28,149	218	16	7	2	2	
22	ELECTRIC PROP RENT - OSPS		1	1	1,859	12	1	0	0	0	
23	OTH ELECTRIC REVENUES - TRANSMISSION	89	8	1	10,834	16	1	1	0	0	10
24	OTH ELECTRIC REVENUES - MISC	239	25	10	38,112	616	11	12	4	0	28
25	*TOTAL OTHER OPERATING REVENUE*	799	75	101	191,365	1,951	35	45	9	3	68
26											
27	*TOTAL PRESENT REVENUES*	32,959	4,445	2,132	6,229,776	191,128	1,587	1,896	573	184	7,298
28											
29	**PROPOSED INCREASES -**										
30											
31	**ELECTRICITY SALES:**										
32	RETAIL SALES - BASE REVENUES	3,401	459	220	564,493	19,716	164	196	59	19	740
33	RETAIL SALES - ADJUSTMENTS	19	3	1	3,561	111	1	1	0	0	4
34	CILC/CDR CREDIT OFFSETS										
35	UNBILLED REVENUES - FPSC	(17)	(1)	(0)	(1,296)	(9)	(1)	(1)	(0)	(0)	(2)
36	*ELECTRICITY SALES PROPOSED INCREASE*	3,402	461	221	566,758	19,818	164	196	59	19	742
37											
38	**OTHER OPERATING REVENUE:**										
39	FIELD COLLECTION & LATE PAYMENT CHARGES	0	0	0	60	1	0	0	0	0	0
40	MISC SERVICE REVS - INITIAL CONNECT NEW PREMISE			(0)	(89)						
41	MISC SERVICE REVS - RECONNECT AFTER NON PAYMENT				(1,117)						
42	MISC SERVICE REVS - CONNECT / DISCONNECT EXIST. PREMISE			(0)	(1,094)						
43	MISC SERVICE REVS - OTHER BILLINGS	(0)	(0)	(0)	(786)	(3)	(0)	(0)	(0)	(0)	(0)
44	MISC SERVICE REVS - REIMBURSEMENTS - OTHER	0	0	0	2,468	10	1	0	1	0	0
45	*OTHER OPERATING REVENUE PROPOSED INCREASE*	0	0	0	(537)	7	0	0	1	0	0
46											
47	*TOTAL PROPOSED INCREASE*	3,403	461	221	566,221	19,826	165	197	59	19	742
48											
49	*TOTAL REVENUES WITH PROPOSED INCREASE*	36,362	4,905	2,354	6,795,997	210,954	1,752	2,093	633	203	8,040

Supporting Schedules: C-1, E-12, E-13a, E-13b

Recap Schedules: E1

Schedule E-5
2027 Projected Test Year

SOURCE AND AMOUNT OF REVENUES - AT PRESENT AND PROPOSED RATES

Page 1 of 2

FLORIDA PUBLIC SERVICE COMMISSION

COMPANY: FLORIDA POWER & LIGHT COMPANY AND SUBSIDIARIES

DOCKET NO.: 20250011-EI

EXPLANATION: Provide a schedule by rate class which identifies the source and amount of ALL revenue INCLUDED IN THE COST OF SERVICE STUDY. The base rate revenue from retail sales of electricity must equal that shown on MFR Schedule E-13a. The revenue from service charges must equal that shown on MFR Schedule E-13b. The total revenue for the retail system must equal that shown on MFR Schedule C-1.

Type of Data Shown:
___ Proj. Test Year Ended __/__/__
___ Prior Year Ended __/__/__
___ Historical Test Year Ended __/__/__
_X_ Proj. Subsequent Test Year Ended 12/31/27
Witness: Tiffany C. Cohen

($000 WHERE APPLICABLE)

Line No.	(1) Description of Source	(2) Total	(3) CILC-1D	(4) CILC-1G	(5) CILC-1T	(6) GS(T)-1	(7) GSCU-1	(8) GSD(T)-1	(9) GSLD(T)-1	(10) GSLD(T)-2
1	**PRESENT REVENUES -**									
2										
3	**ELECTRICITY SALES:**									
4	RETAIL SALES - BASE REVENUES	9,378,422	83,341	3,978	32,950	715,033	2,339	1,682,490	516,696	185,694
5	RETAIL SALES - ADJUSTMENTS	255,391	2,270	108	881	19,472	64	45,817	14,071	4,512
6	CILC INCENTIVES OFFSET	76,547	22,630	964	13,997			16,210	15,328	7,218
7	UNBILLED REVENUES - FPSC	3,844	73	3	44	253	1	875	320	116
8	*TOTAL ELECTRICITY SALES*	9,714,204	108,311	5,054	47,272	734,758	2,403	1,745,395	546,417	177,543
9										
10	**OTHER OPERATING REVENUE:**									
11	FIELD COLLECTION & LATE PAYMENT CHARGES	69,869	136	4	0	5,373	0	4,442	928	392
12	MISC SERVICE REVS - INITIAL CONNECT NEW PREMISE	1,480				291	0	19	1	0
13	MISC SERVICE REVS - RECONNECT AFTER NON PAYMENT	5,880				254		6	0	
14	MISC SERVICE REVS - CONNECT / DISCONNECT EXIST. PREMISE	10,379				468		42	1	0
15	MISC SERVICE REVS - RETURNED CUSTOMER CHECKS	18,121				877	0	530	111	3
16	MISC SERVICE REVS - CURRENT DIVERSION PENALTY	767				14		4		
17	MISC SERVICE REVS - OTHER BILLINGS	1,161	0	0	0	105	1	20	1	0
18	MISC SERVICE REVS - REIMBURSEMENTS - OTHER	(3,711)	(0)	(0)	(0)	(339)	(3)	(64)	(2)	(0)
19	ELECTRIC PROP RENT - GENERAL	25,300	257	13	134	1,618	6	4,340	1,439	486
20	ELECTRIC PROP RENT - FUT USE & PLT IN SERVICE & STRG TANKS	12,884	151	7	88	926	4	2,210	733	254
21	ELECTRIC PROP RENT - POLE ATTACHMENTS	45,591	578	26		3,155	7	9,206	3,097	1,022
22	ELECTRIC PROP RENT - OSPS	6,093	77	3		423	1	1,230	412	136
23	OTH ELECTRIC REVENUES - TRANSMISSION	17,371	242	10	132	1,158	3	3,563	1,186	413
24	OTH ELECTRIC REVENUES - MISC	67,836	855	36	407	4,756	18	12,255	4,110	1,433
25	*TOTAL OTHER OPERATING REVENUE*	278,971	2,336	99	742	19,309	40	37,823	12,016	4,151
26										
27	*TOTAL PRESENT REVENUES*	9,993,175	110,650	5,153	48,014	754,066	2,443	1,783,218	558,433	181,694
28										
29	**PROPOSED INCREASES -**									
30										
31	**ELECTRICITY SALES:**									
32	RETAIL SALES - BASE REVENUES	1,626,817	17,224	809	6,660	133,520	434	316,083	97,844	31,573
33	RETAIL SALES - ADJUSTMENTS	7,771	87	4	38	593	2	1,504	440	143
34	CILC/CDR CREDIT OFFSETS	8,651	2,580	109	1,582			1,832	1,732	816
35	UNBILLED REVENUES - FPSC	667	11	0	6	37	0	129	47	17
36	*ELECTRICITY SALES PROPOSED INCREASE*	1,643,905	19,903	922	8,606	134,151	436	319,448	100,063	32,550
37										
38	**OTHER OPERATING REVENUE:**									
39	FIELD COLLECTION LATE PAYMENT CHARGES	75	0	0	0	8	0	5	1	0
40	MISC SERVICE REVENUES - SERVICE APPT	5,324				799				
41	MISC SERVICE REVENUES - RECONNECT AFTER NON PAYMENT	(1,172)				(51)		(1)	(0)	
42	MISC SERVICE REVENUES - OTHER BILLINGS	(910)	(0)	(0)	(0)	(78)	(1)	(14)	(0)	(0)
43	MISC SERVICE REVENUES - REIMBURSEMENTS - OTHER	2,706	0	0	0	245	2	45	1	0
44	*OTHER OPERATING REVENUE PROPOSED INCREASE*	6,006	0	0	0	923	1	35	2	0
45										
46	*TOTAL PROPOSED INCREASE*	1,650,000	19,903	922	8,606	135,074	436	319,483	100,065	32,550
47										
48	*TOTAL REVENUES WITH PROPOSED INCREASE*	11,643,175	130,553	6,075	56,619	889,140	2,881	2,102,701	658,498	214,244

Supporting Schedules: C-1, E-12, E-13a, E-13b

Recap Schedules: E1

Schedule: E-5
2027 Projected Test Year

SOURCE AND AMOUNT OF REVENUES - AT PRESENT AND PROPOSED RATES

Page 2 of 2

FLORIDA PUBLIC SERVICE COMMISSION

COMPANY: FLORIDA POWER & LIGHT COMPANY
AND SUBSIDIARIES

DOCKET NO.: 20250011-EI

EXPLANATION: Provide a schedule by rate class which identifies the source and amount of ALL revenue INCLUDED IN THE COST OF SERVICE STUDY. The base rate revenue from retail sales of electricity must equal that shown on MFR Schedule E-13a. The revenue from service charges must equal that shown on MFR Schedule E-13b. The total revenue for the retail system must equal that shown on MFR Schedule C-1.

($000 WHERE APPLICABLE)

Type of Data Shown:
___ Proj. Test Year Ended __/__/__
___ Prior Year Ended __/__/__
___ Historical Test Year Ended __/__/__
X Proj. Subsequent Test Year Ended 12/31/27
Witness: Tiffany C. Cohen

Line No.	(1) Description of Source	(2) GSLD(T)-3	(3) MET	(4) OS-2	(5) RS(T)-1	(6) SL/OL-1	(7) SL-1M	(8) SL-2	(9) SL-2M	(10) SST-DST	(11) SST-TST
1	**PRESENT REVENUES -**										
2											
3	**ELECTRICITY SALES:**										
4	RETAIL SALES - BASE REVENUES	31,512	4,270	1,983	5,939,072	188,441	1,608	1,763	585	177	7,066
5	RETAIL SALES - ADJUSTMENTS	858	116	54	161,732	5,132	44	49	16	5	192
6	CILC INCENTIVES OFFSET										
7	UNBILLED REVENUES - FPSC	28	2	0	2,105	12	1	1	0	0	3
8	*TOTAL ELECTRICITY SALES*	32,398	4,389	2,037	6,102,909	193,585	1,653	1,832	601	181	7,262
9											
10	**OTHER OPERATING REVENUE:**										
11	FIELD COLLECTION & LATE PAYMENT CHARGES	340	1	0	57,605	632	0	1	0	0	15
12	MISC SERVICE REVS - INITIAL CONNECT NEW PREMISE			0	1,169						
13	MISC SERVICE REVS - RECONNECT AFTER NON PAYMENT				5,800						
14	MISC SERVICE REVS - CONNECT / DISCONNECT EXIST. PREMISE			0	9,846						
15	MISC SERVICE REVS - RETURNED CUSTOMER CHECKS			0	16,555	28		16			
16	MISC SERVICE REVS - CURRENT DIVERSION PENALTY				750						
17	MISC SERVICE REVS - OTHER BILLINGS	0	0	0	1,029	4	0	0	0	0	0
18	MISC SERVICE REVS - REIMBURSEMENTS - OTHER	(0)	(0)	(0)	(3,317)	(13)	(1)	(1)	(1)	(0)	(0)
19	ELECTRIC PROP RENT - GENERAL	88	10	5	16,329	299	5	5	2	0	10
20	ELECTRIC PROP RENT - FUT USE & PLT IN SERVICE & STRG TANKS	45	5	3	8,315	152	2	2	1	0	5
21	ELECTRIC PROP RENT - POLE ATTACHMENTS		26	79	28,178	100	16	7	2	2	
22	ELECTRIC PROP RENT - OSPS		3	3	3,775	26	2	1	0	0	
23	OTH ELECTRIC REVENUES - TRANSMISSION	88	6	1	10,820	12	1	3	0	0	10
24	OTH ELECTRIC REVENUES - MISC	266	26	11	42,892	697	12	13	5	0	31
25	*TOTAL OTHER OPERATING REVENUE*	827	80	103	199,250	2,026	39	47	10	3	72
26											
27	*TOTAL PRESENT REVENUES*	33,225	4,469	2,140	6,302,159	195,611	1,692	1,879	612	184	7,334
28											
29	**PROPOSED INCREASES -**										
30											
31	**ELECTRICITY SALES:**										
32	RETAIL SALES - BASE REVENUES	5,689	796	362	978,986	34,692	301	335	109	33	1,308
33	RETAIL SALES - ADJUSTMENTS	26	4	2	4,866	154	1	1	0	0	6
34	CILC/CDR CREDIT OFFSETS										
35	UNBILLED REVENUES - FPSC	4	0	0	310	2	0	0	0	0	0
36	*ELECTRICITY SALES PROPOSED INCREASE*	5,929	799	363	983,572	35,048	303	336	109	33	1,314
37											
38	**OTHER OPERATING REVENUE:**										
39	FIELD COLLECTION LATE PAYMENT CHARGES	0	0	0	82	1	0	0	0	0	0
40	MISC SERVICE REVENUES - SERVICE APPT				4,525						
41	MISC SERVICE REVENUES - RECONNECT AFTER NON PAYMENT				(1,120)						
42	MISC SERVICE REVENUES - OTHER BILLINGS	(0)	(0)	(0)	(716)	(3)	(0)	(0)	(0)	(0)	(0)
43	MISC SERVICE REVENUES - REIMBURSEMENTS - OTHER	0	0	0	2,401	8	1	0	1	0	0
44	*OTHER OPERATING REVENUE PROPOSED INCREASE*	0	0	0	5,123	7	0	0	1	0	0
45											
46	*TOTAL PROPOSED INCREASE*	5,929	799	363	988,695	35,055	303	336	110	33	1,314
47											
48	*TOTAL REVENUES WITH PROPOSED INCREASE*	39,154	5,268	2,503	7,290,854	230,666	1,995	2,215	721	217	8,648

Supporting Schedules: C-1, E-12, E-13a, E-13b

Recap Schedules: E1

EXHIBIT B

EXHIBIT B

2026 Tariff Book

Proposed Format

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 1
Cancels First Revised Sheet No. 1

ELECTRIC TARIFF

As Filed With

FLORIDA PUBLIC SERVICE COMMISSION

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 2.010
Cancels Second Revised Sheet No. 2.010

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FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 3.010
Cancels Second Sheet No. 3.010

GENERAL DESCRIPTION OFTHE
AREAS SERVED

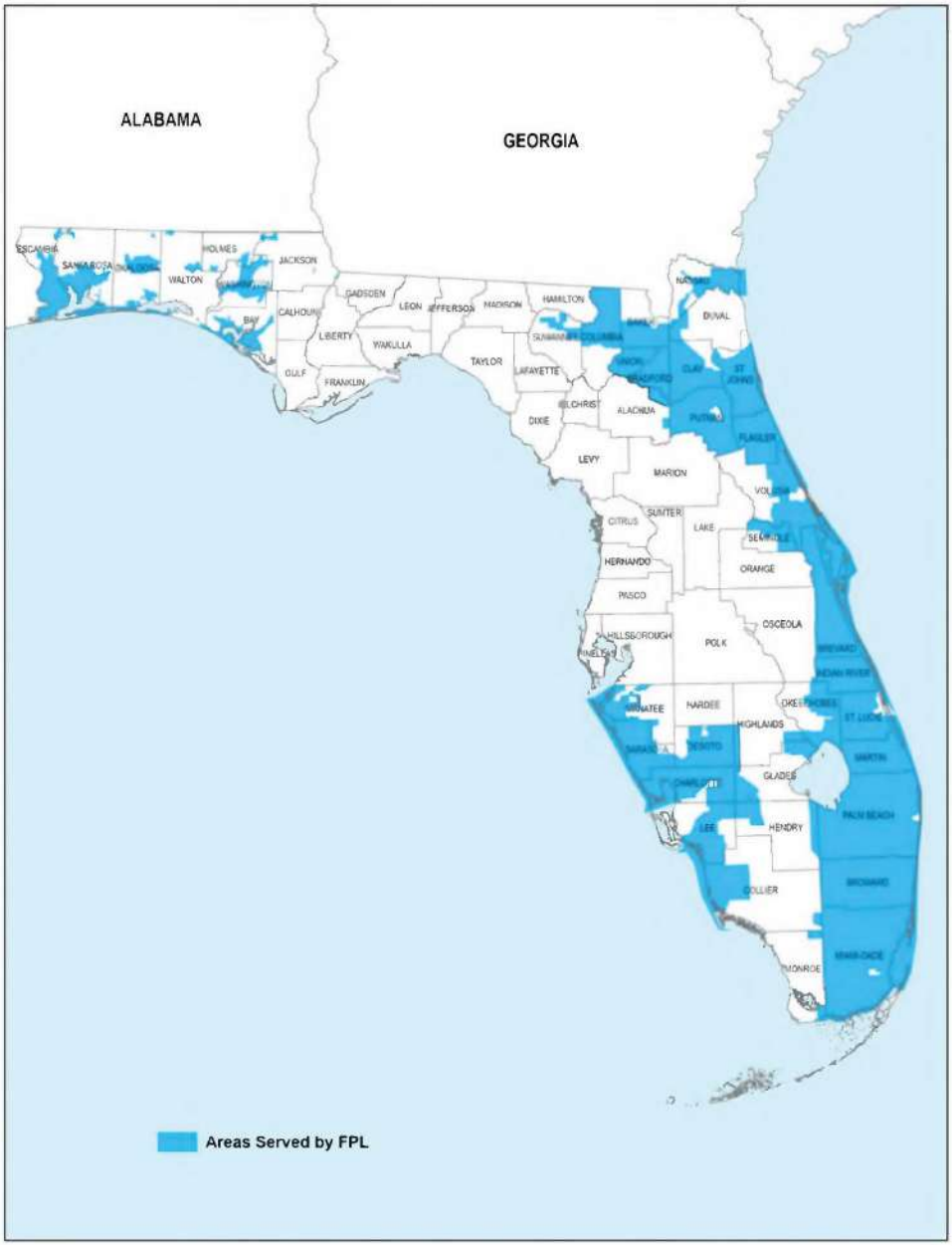
The Company supplies electric service in many areas along the east coast of Florida (except the Jacksonville area and four other municipalities which have municipal electric systems), the agricultural area around southern and eastern Lake Okeechobee, the lower west coast area, and portions of central, north central, and portions of north west Florida.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

Eighth Revised Sheet No. 3.020
Cancels Seventh Revised Sheet No. 3.020

FPL Service Area



Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 4.001
Cancels Third Revised Sheet No. 4.001

MISCELLANEOUS INDEX

	Sheet
Classes of Customer	4.010
Service Charges	4.020
Conservation Inspections and Services	4.020
Temporary/Construction Service	4.030
Building Energy Rating System (BERS)	4.040

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 4.010
Cancels Third Revised Sheet No. 4.010

MISCELLANEOUS

CLASSES OF

CUSTOMERS

Residential. Service supplied exclusively for domestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately metered non-commercial facilities of a residential customer (i.e., garages, water pumps, etc.). Service for non-metered outdoor lighting is also considered Residential when the lighting is supplied exclusively for domestic purposes. Service to commonly owned facilities of condominiums, cooperatives and homeowners associations is Residential, provided the service criteria as specified in FPL's Common Use Facilities Rider is met.

General Service. Service used for business and professional activities in establishments and for purposes not otherwise classified for rate purposes, including: airports, banks, billboards, boarding houses, churches, clubs, commercial buildings, freight terminals, garages, hospitals, hotels, motels, master-metered apartment houses, model homes, office buildings, parking lots, passenger stations, personal service establishments, restaurants, rooming houses, schools, self-service laundries, signs, stores, theatres and the like.

Industrial. Service to power equipment used for manufacturing or processing purposes, and to the lighting within and about the buildings, structures and premises housing and enclosing the power-driven and operated machinery and equipment and incident to the use thereof.

Public Street and Highway Lighting. Service for lighting public ways and areas.

Other Sales to Public Authorities. Service with eligibility restricted to governmental entities.

Sales to Railroads and Railways. Service supplied for propulsion of electric transit vehicles.

Sales for Resale. Service to other electric utilities for resale purposes.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

Twenty-Sixth Revised Sheet No. 4.020
Cancels Twenty-Fifth Revised Sheet No. 4.020

SERVICE CHARGES

Connection of Initial Service - A $12.00 service charge will be made for an initial connection.

Reconnection Charge - A $4.00 Reconnection Charge will be made for the reconnection of service after disconnection for nonpayment or violation of a rule or regulation.

Connection of Existing Service - A $8.00 service charge will be made for the connection of an existing account.

A Returned Payment Charge as allowed by Florida Statute 68.065 shall apply for each check or draft dishonored by the bank upon which it is drawn. Termination of service shall not be made for failure to pay the Returned Payment Charge.

Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of $5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law.

Field Visit Charge - Whenever payment for service is delinquent and a field visit is made to a customer's premise, a $28.00 fee will be added to a customer's bill for electric service. If service is disconnected, this charge will not be applied.

FPL may waive the Reconnection Charge, Returned Payment Charge, Late Payment Charge and Field Visit Charge for Customers affected by natural disasters or during periods of declared emergencies or once in any twelve (12) month period for any Customer who would otherwise have had a satisfactory payment record (as defined in 25-6.097(2) F.A.C.), upon acceptance by FPL of a reasonable explanation justifying a waiver. In addition, FPL may waive the charge for connection of an existing account and the charge for an initial connection for new or existing Customers affected by natural disasters or during periods of declared emergencies.

CONSERVATION INSPECTIONS AND SERVICES

Residential Dwelling Units:
The Company will offer energy audits to customers in accordance with Commission Rule 25-17.003, Florida Administrative Code.

General Service/Industrial:
There is no charge for conservation inspections and services (Business Energy Services).

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Tenth Revised Sheet No. 4.030
Cancels Ninth Revised Sheet No. 4.030

TEMPORARY/CONSTRUCTION SERVICE

APPLICATION:

For temporary electric service to installations such as fairs, exhibitions, construction projects, displays and similar installations.

SERVICE:

Single phase or three phase, 60 hertz at the available standard secondary distribution voltage. This service is available only when the Company has existing capacity in lines, transformers and other equipment at the requested point of delivery. The Customer's service entrance electrical disconnect shall not exceed 200 Amp capacity.

CHARGE:

The non-refundable charge must be paid in advance of installation of such facilities which shall include service and metering equipment.

Installing and removing overhead service and meter	$626.89
Connecting and disconnecting Customer's service cable to Company's direct-buried underground facilities including installation and removal of meter	$501.71

MONTHLYRATE:

This temporary service shall be billed under the appropriate rate schedule applicable to general service and industrial type installations.

SPECIAL CONDITIONS:

If specific electrical service other than that stated above is required, the Company, at the Customer's request, will provide such service based on the estimated cost of labor for installing and removing such additional electrical equipment. This estimated cost will be payable in advance to the Company and subject to adjustment after removal of the required facilities. All Temporary/Construction services shall be subject to all of the applicable Rules, Regulations and Tariff charges of the Company, including Service Charges.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

BUILDING ENERGY RATING SYSTEM (BERS)

RATE SCHEDULE: BERS

AVAILABLE:

Available to FPL Residential Customers with single family homes, excluding mobile (manufactured) homes.

APPLICATION:

For existing homes, upon request, a State Certified Rater will perform an on-site energy inspection and provide a BERS Certificate using the Florida Energy Code Whole Building Performance Method A.

For new homes, upon request, a State Certified Rater will provide a BERS Certificate using the Florida Energy Code Whole Building Performance Method A.

DEFINITIONS:

Existing home: A completed residential occupancy building for which a certificate of occupancy or equivalent approval for occupancy has been issued.

FLORIDA ENERGY CODE WHOLE BUILDING PERFORMANCE METHOD A: This method allows the consumer to compare the energy efficiency of their home with a "baseline" house of the same size and in the same region of the State.

A/C DUCT PERFORMANCE TEST: A process that tests the integrity of the A/C system and the air ducts system.

Types of BERS rating available:

Class 1 - An energy rating utilizing the Florida Energy Code Whole Building Performance Method A using data obtained in an on-site energy inspection. An A/C Duct Performance Test will also be done.

Class 2 - An energy rating utilizing the Florida Energy Code Whole Building Performance Method A using data obtained in an on-site energy inspection.

Class 3 - An energy rating utilizing the Florida Energy Code Whole Building Performance Method A using site plans and construction documents. This class is applicable for new homes only.

(Continued on Sheet No. 4.041)

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 4.041
Cancels Fourth Revised Sheet No. 4.041

(Continued from Sheet No. 4.040)

Schedule of fees:

The following fees are for a home of less than or equal to 2000 sq. ft. under air.

		New Home	Existing Home
Class 1 -	(includes A/C Duct Test for one air handler) Note: For homes greater than 2000 sq. ft., add $0.08 per square foot. For more than one air-handler add $35 per additional air handler.	$555	$555
Class 2 -	Note: For homes greater than 2000 sq. ft. add $0.08 per square foot above 2000 sq. ft.	$480	$480
Class 3 -	Note: For homes greater than 2000 sq. ft. add $0.03 per square foot above 2000 sq. ft.	$75	Not Applicable

In addition to the charges above, a registration service fee will be added as set by the State of Florida Department of Community Affairs approved Registration Agency.

Terms of Payment:

The fee shall be payable as follows:
Existing homes - upon request or prior to the on-site energy inspection.
New homes - upon request or on the delivery of the construction plans and documents.

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 1, 2010

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 5.010
Cancels Second Revised Sheet No. 5.010

TECHNICAL TERMS AND ABBREVIATIONS

Alternating Current – An electric current that reverses its direction many times a second at regular intervals.

Ampere - The unit used to measure an electric current or the rate of flow of electricity in the circuit.

Auxiliary Meter - A meter used with other metering equipment to measure the service used by a customer.

Average Power Factor - The ratio of real energy in kilowatt-hours to apparent energy in kilovolt-ampere-hours, over a given time period.

British Thermal Unit (Btu) - The quantity of heat required to raise the temperature of one pound of water one degree Fahrenheit.

Circuit Breaker - A device designed to open, under abnormal conditions, a current-carrying circuit without injury to itself.

Code - A compilation of definitions, rules and requirements concerning the installation, operation and maintenance of all types of electrical wiring, equipment and devices. The "National Electrical Code" is the standard of the National Board of Fire Underwriters for Electric Wiring and Apparatus as recommended by the National Fire Association and approved by the American Standards Association. In addition, local codes have been adopted by various counties and municipalities.

Company – Florida Power & Light Company and its successors or assigns.

Customer An individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity that receives service under any provision of the Company Tariff.

Cycle - A period of alternating electric current.

Deposit - A sum of money or guarantee to secure the payment of bills when service is terminated.

ET – Eastern Time

Force Majeure – A force majeure event means an event or condition that meets each of the following conditions: (a) is not attributable to the fault or negligence of the affected party, (b) is caused by factors beyond that party's reasonable control, and (c) the affected party was or has been, as applicable, unable to prevent, avoid, or overcome the event, condition, or consequences thereof despite the exercise of commercially reasonable efforts. Force majeure events may include, but are not limited to: (i) explosion, sabotage, vandalism, or destruction by a third party of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement; (ii) war, riot, terrorism, insurrection, national emergency, acts of a public enemy, or other similar civil disturbance; (iii) floods, earthquakes, hurricanes, tornadoes, lightning, drought, fires (including wildfires), hailstorms, ice storms and other similar natural occurrences; (iv) action or inaction by any Federal, State or Municipal governments; and (v) pandemics and epidemics; (vi) acts of God; or (vii) other similar occurrences beyond the affected party's control.

Kilovolt-Ampere (kVa) - The unit of apparent electric power equal to 1,000 volt-amperes. The product of volts and amperes gives volt-amperes.

Kilovolt-Ampere-Hour (kVahr) - The product of apparent power in kva and time measured in hours.

Kilowatt (kW) - The unit of real or active electric power equal to 1,000 watts (the term "horsepower" is equivalent to 746 watts). Power is the rate of doing work. The product of amperes and volts gives watts in an alternating current circuit having unity power factor.

Kilowatt-Hour (kWh) - The unit of real or active electric energy equal to that done by one kilowatt acting for one hour; the unit of electric energy; the product of power measured in kilowatts and time measured in hours.

Load Factor - The ratio of the average load to the maximum load occurring in a given period; the actual use of electrical equipment as a percentage of the maximum possible use of the equipment over time.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 5.020
Cancels Second Revised Sheet No. 5.020

TECHNICAL TERMS AND ABBREVIATIONS (Continued)

Lumen – A unit of measure of the total quantity of visible light emitted by a source. The intensity of light delivered by one standard candle at a distance of one foot is approximately one (1) lumen.

Metering Equipment - Meters and other supplementary and associated devices necessary to measure the electric service used by the Customer.

Month - An interval between successive regular meter reading dates, which interval may be 30 days, more or less.

Ohm - The unit of electrical resistance; the resistance of a circuit in which a potential difference of one volt produces a current of one ampere.

Point of Delivery – The geographical and physical location at which the Company's wires or apparatus are connected to deliver service to the Customer. The point where the Customer assumes responsibility for further delivery and use of the energy.

Power Factor - The ratio of active or real power in kilowatts to apparent power in kilovolt-amperes; or, kW/kVa. Power factor is often expressed in percent; e.g. unity power factor is 100% power factor.

Reactive Kilovolt-Ampere (kVar) - This is the inactive component of apparent electric power; the portion that is not available to do work, but required to furnish charging current to magnetic or electrostatic equipment connected to a system. The kilowatt is the real or active component. The reactive kilovolt-ampere is also termed kilovar.

Service - Power and energy required by the Customer and, in addition, the readiness and ability on the part of the Company to furnish power and energy to the Customer.

Single Phase - Pertaining to a circuit energized by a single, alternating electromotive force.

Submeter - A meter installed beyond the regular meter to measure a part of the Customer's load. Submeters for the purpose of selling or otherwise disposing of electric service to lessees, tenants, or others are not permitted.

Tariff – The Company's tariff on file with the Florida Public Service Commission, and as may be amended, updated, or revised form time-to-time subject to and upon approval by the Florida Public Service Commission.

Temporary Service - Service required for a short period of time.

Three-Phase - Pertaining to a combination of three circuits energized by alternating electromotive forces that differ in phase by 120°.

Volt - The unit of electric force or pressure; the electromotive force which will produce a current of one ampere when applied to a conductor whose resistance is one ohm. Voltage is the force or pressure necessary to drive electricity through a circuit.

Watt - The unit of real or active electric power; the rate of work represented by a current of one ampere under a pressure of one volt in a circuit having unity power factor.

Watt-Hour - The unit of real or active power electric energy; the work done in one hour at the steady rate of one watt.

FLORIDA POWER & LIGHT COMPANY

Ninth Revised Sheet No. 6.001
Cancels Eighth Revised Sheet No. 6.001

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GENERAL RULES AND REGULATIONS FOR ELECTRIC SERVICE

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Introduction		6.010
1	**Service Agreements**	6.010
1.1	Application for Service	6.010
1.2	Information needed	6.010
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FLORIDA POWER & LIGHT COMPANY

Twelfth Revised Sheet No. 6.002
Cancels Eleventh Revised Sheet No. 6.002

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FLORIDA POWER & LIGHT COMPANY

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(Continued from Sheet No. 6.002)

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FLORIDA POWER & LIGHT COMPANY

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(Continued from Sheet No.6.003)

GENERAL RULES AND REGULATIONS FOR ELECTRICSERVICE

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GENERAL RULES AND REGULATIONS FOR ELECTRIC SERVICE

INTRODUCTION

These General Rules and Regulations are a part of the Company's Tariff, covering the terms and conditions under which Electric Service is supplied by the Company to the Customer. Unless expressly stated otherwise, these General Rules and Regulations apply to all rate schedules, riders, and surcharges, tariff forms, contracts, and agreements, and regulated services and offerings from the Company or received by the Customer. They are supplementary to the "Rules and Regulations Governing Electric Service by Electric Utilities" issued by the Florida Public Service Commission.

1 SERVICE AGREEMENTS

1.1 Application for Service. Service may be obtained upon application. Usually all that is required is the service application, a form of identification acceptable to the Company, and the posting of a deposit.

1.2 Information Needed. To provide service promptly the Company will need the applicant's name, telephone number and address including the street, house number (or apartment number), or the name of the subdivision with lot and block numbers. The types of identification required upon application for service include a valid social security number, tax identification number, driver's license, birth certificate or any other form of identification acceptable to the Company. On new or changed installations, the Company will also need to know the equipment that will be used. The Company will advise the Customer as to whether the desired type of service is available at the designated location.

1.3 Agreement. Service is furnished upon acceptance of the agreement or contract by the Company. Applications are accepted by the Company with the understanding that there is no obligation to render service other than the character of service then available at the point of delivery. A copy of any written agreement accepted by the Company will be furnished to the applicant upon request.

1.4 Applications by Agents. Applications for service requested by firms, partnerships, associations, corporations, etc., shall be made only by duly authorized parties. When service is rendered under an agreement or agreements entered into between the Company and an agent of a principal, the use of such service by the principal shall constitute full and complete ratification by the principal of such agreement or agreements.

1.5 Prior Indebtedness. The Company may refuse or discontinue service for failure to settle, in full, all prior indebtedness incurred by any Customer(s) for the same class of service at any one or more locations of such Customer(s). The Company may also refuse service for prior indebtedness by a previous customer provided that the current applicant or customer occupied the premises at the time the prior indebtedness occurred and the previous customer continues to occupy the premises.

1.6 Discontinuance of Service. (1) Service may be discontinued for violation of the Company's ules or by actions or threats made by a customer, or anyone on the customer's premises, which are reasonably perceived by a utility employee as violent or unsafe, after affording the Customer reasonable opportunity to comply with said rules, and/or the customer agrees to cease from any further act of violence or unsafe condition, including five (5) days written notice to the Customer. However, where the Company believes a dangerous condition exists on the Customer's premises, service may be discontinued without notice. (2) The Company may refuse to serve any person whose service requirements or equipment is of a character that is likely to unfavorably affect service to other customers. (3) The Company may refuse to render any service other than that character of service which is normally furnished, unless such service is readily available. (4) The Company shall not be required to furnish service under conditions requiring operation in parallel with generating equipment connected to the Customer's system if, in the opinion of the Company, such operation is hazardous or may interfere with its own operations or service to other customers or with service furnished by others.

(Continued on Sheet No. 6.011)

(Continued from Sheet No. 6.010)

1.65 Medically Essential Service. For purposes of this section, a Medically Essential Service Customer is a residential customer whose electric service is medically essential, as affirmed through the certificate of a doctor of medicine licensed to practice in the State of Florida. Service is "medically essential" if the customer has a medical dependence on electric-powered equipment that must be operated continuously or as circumstances require as specified by a physician to avoid the loss of life or immediate hospitalization of the customer or another permanent resident at the residential service address. If continuously operating, such equipment shall include but is not limited to the following: oxygen concentrator or a ventilator/respirator. The physician's certificate shall explain briefly and clearly, in non-medical terms, why continuance of service is medically essential, and shall be in the form of tariff sheet no. 9.930. The customer seeking designation as a Medically Essential Service Customer shall complete an application in the form of tariff sheet no. 9.930. A customer who is certified as a Medically Essential Service Customer must renew such certification periodically through the procedures outlined above. The Company may require such renewed certification no more frequently than once every 12 months.

The Company shall provide Medically Essential Service Customers with a limited extension of time, not to exceed thirty (30) days, beyond the date service would normally be subject to disconnection for non-payment of bills (following the requisite notice pursuant to Rule 25-6.105(5) of the Florida Administrative Code). The Company shall provide the Medically Essential Service Customer with written notice specifying the date of disconnection based on the limited extension. The Medically Essential Service Customer shall be responsible for making mutually satisfactory arrangements to ensure payment within this additional extension of time for services provided by the Company and for which payment is past due, or to make other arrangements for meeting the medically essential needs.

No later than 12 noon one day prior to the scheduled disconnection of service of a Medically Essential Service Customer, the Company shall attempt to contact such customer by telephone in order to provide notice of the scheduled disconnect date. If the Medically Essential Service Customer does not have a telephone number listed on the account, or if the utility cannot reach such customer or other adult resident of the premises by telephone by the specified time, a field representative will be sent to the residence to attempt to contact the Medically Essential Service Customer, no later than 4 PM of the day prior to scheduled disconnection. If contact is not made, however, the Company may leave written notification at the residence advising the Medically Essential Service Customer of the scheduled disconnect date; thereafter, the Company may disconnect service on the specified date. The Company will grant special consideration to a Medically Essential Service Customer in the application of Rule 25-6.097(3) of the Florida Administrative Code.

In the event that a customer is certified as a Medically Essential Service Customer, the customer shall remain solely responsible for any backup equipment and/or power supply and a planned course of action in the event of power outages. The Company does not assume, and expressly disclaims, any obligation or duty: to monitor the health or condition of the person requiring medically essential service; to insure continuous service; to call, contact, or otherwise advise of service interruptions; or, except as expressly provided by this section, to take any other action (or refrain from any action) that differs from the normal operations of the Company.

1.7 Reimbursement for Extra Expenses. The Customer may be required to reimburse the Company for all extra expenses incurred by the Company on account of violations by the Customer of agreements with the Company or the Rules and Regulations of the Company.

2 SUPPLY AND USE OF SERVICE

2.1 Service. Service includes all power and energy required by the Customer and, in addition, the readiness and ability on the part of the Company to furnish power and energy to the Customer. Thus, the maintenance by the company of approximately the agreed voltage and frequency at the point of delivery shall constitute the rendering of service, irrespective of whether the Customer makes any use thereof.

(Continued on Sheet No. 6.020)

FLORIDA POWER & LIGHT COMPANY

Twelfth Revised Sheet No. 6.020
Cancels Eleventh Revised Sheet No. 6.020

(Continued from Sheet No. 6.010)

2.2 Availability of Service. The Company will supply electric service to any applicant for service throughout the area it serves, subject to the following conditions: should an extension of the Company's facilities be required, the Company will pay for the cost where justified, in the Company's opinion, by revenues to be secured; however, the Company may require monthly or annual guarantees, cash contributions in aid of construction, and/or advances for construction, when in the Company's opinion, the immediate or potential revenues do not justify the cost of extension. If facilities are requested that are not usual and customary for the type of installation to be served, the Company may require a contribution in aid of construction based upon the incremental cost of the requested facility. All contributions in aid of construction will be calculated in accordance with applicable rules and regulations of the Florida Public Service Commission. If the installation of facilities is justified based on the Customer's estimates for electric power but there is reasonable doubt as to level of use or length of use of such facilities, the Customer, when mutually agreeable with the Company, may contract for a minimum Demand or monthly payment sufficient to justify the Company's investment. Upon request, written information will be supplied by the Company concerning the availability and character of service for any desired location. The Company will not be responsible for mistakes of any kind resulting from information given orally.

2.3 Point of Delivery. The geographical and physical location at which the Company's wires or apparatus are connected to deliver service to the Customer. The point where the Customer assumes responsibility for further delivery and use of the energy. The point of delivery shall be determined by the Company.

2.4 Character of Service. Alternating current is supplied at a frequency of approximately sixty cycles. Standard nominal voltages are 120 or 120/240 volts for single-phase service and 240 volts for 3-phase delta service. Where three-phase "Wye" service is provided, the standard nominal voltages are 120/208 or 277/480 volts. The Company will furnish information regarding Character of Service on request.

2.5 Continuity of Service. The Company will provide service at the agreed nominal voltage, and shall not be liable to the Customer or to any other person for complete or partial failure or interruption of service, fluctuations in voltage, or curtailment of service that may occur as a result of a variety of events and circumstances, including, without limitation: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of its employees, servants or agents; (e) events of an emergency or as necessary to maintain the safety and integrity of the Company's facilities; or (f) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure. In any such case, the Company will not be liable for damages, including, but not limited to, loss of revenues or production.

2.6 Temporary Service. Temporary service refers to service required for a short period of time. It will be supplied only when the Company has readily available capacity of lines, transformers, generating and other equipment for the service requested. Before supplying temporary service the Company may require the Customer to bear the cost of installing and removing the necessary service facilities, less credit for salvage.

2.7 Indemnity to Company. The Customer shall indemnify, hold harmless and defend the Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, or growing out of the transmission and use of electricity on the Customer's side of the point of delivery.

2.71 Indemnity to Company - Governmental. Notwithstanding anything to the contrary in the Company's tariff, including these General Rules and Regulations for Electric Service, the Company's Rate Schedules, and its Standard Forms, any obligation of indemnification therein required of a Customer, Applicant, or QF, that is a governmental entity of the State of Florida or political subdivision thereof ("governmental entity"), shall be read to include the condition "to the extent permitted by applicable law."

2.8 Access to Premises. The duly authorized agents of the Company shall have safe access to the premises of the Customer at all reasonable hours for the purpose of installing, maintaining, and inspecting or removing the Company's property, reading meters, trimming trees within the Company's easements and rights of way, and other purposes incident to performance under or termination of the Company's agreement with the Customer, and in such performance shall not be liable for trespass.

2.9 Right of Way. The Customer shall grant or cause to be granted to the Company and without cost to the Company all rights, easements, permits and privileges which, in the opinion of the Company, are necessary for the rendering of service to the Customer.

3 LIMITATION OF USE

3.1 Resale of Service Prohibited. Electric service received from the Company shall be for the Customer's own use and shall not be resold. Where individual metering is not required under Subsection (5) of Section 25-6.049 (Measuring Customer Service) of the Florida Administrative Code and master metering is used in lieu thereof, reasonable apportionment methods, including sub-metering, may be used by the Customer solely for the purpose of allocating the cost of the electricity billed by the utility. Any fees or charges collected by a Customer for electricity billed to the Customer's account by the utility, whether based on the use of sub-metering or any other allocation method, shall be determined in a manner which reimburses the Customer for no more than the Customer's actual cost of electricity.

For the purpose of this Rule:

(1) Electric service is "sub-metered" when separate electric meters are used to allocate among tenants, lessees or other entities the monthly bill rendered by FPL to the Customer for electric service, when these tenants, lessees or other entities are charged no more than a proportionate share of such bill, based on their monthly consumption as measured by such meters.

(2) Electric service is "resold" when separate electric meters are used to charge tenants, lessees or other entities more than a proportionate share of the Customer's monthly bill.

(3) The term "cost" as used herein means only those charges specifically authorized by FPL's tariff, including but not limited to the customer, energy, demand, fuel, conservation, capacity and environmental charges plus applicable taxes and fees to the customer of record responsible for the master meter payments. The term does not include late payment charges, returned check charges, the cost of the customer-owned distribution system behind the master meter, the customer of record's cost of billing the individual units, and other such costs.

(Continue to Sheet No. 6.030)

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Effective:

(Continue from Sheet No. 6.020)

3.2 Street Crossings. The Customers may not build or extend his/her lines across or under a street, alley, lane, court, avenue or other way in order to furnish service for adjacent property through one meter even through such adjacent property is owned by the Customer, unless written consent is obtained from the Company. Consent may be given when such adjacent properties are operated as one integral unit, under the same name, for carrying on parts of the same business.

3.3 Unauthorized Use of Service. In case of any unauthorized remetering, sale, extension or other disposition of service, the Customer's service is subject to discontinuance until such unauthorized remetering, sale, extension or other disposition of service is discontinued, full payment is made of bills for service calculated on proper classifications and rate schedules, and reimbursement in full has been made to the Company for all extra expenses incurred, including expenses for clerical work, testing and inspections.

3.4 Conversion to Master Metering Prohibited. When customers are currently separately served by the Company as individual accounts, they may not terminate these individual accounts and receive service from the Company collectively through a single meter account unless the resulting combined service account is one which could be served by one meter in accordance with Rule 25-6.049 Section (5) of the Florida Administrative Code.

4 CUSTOMER'S INSTALLATION

4.1 Customer's Installation. The Customer's installation consists of and includes all wires, cutouts, switches and appliances and apparatus of every kind and nature used in connection with or forming a part of an installation for utilizing electric service for any purpose, (excepting meters and associated equipment), ordinarily located on the Customer's side of "Point of Delivery," and including "Service Entrance Conductors," whether such installation is owned outright by the Customer or used by the Customer under lease or otherwise.

4.2 Type and Maintenance. The Customer's wires, apparatus and equipment shall be selected and used with a view to obtaining the highest practicable power factor, and shall be installed and maintained in accordance with standard practice, and in full compliance with all applicable laws, codes and governmental and Company regulations. The Customer expressly agrees to utilize no apparatus or device which is not properly constructed, controlled and protected, or which may adversely affect service to others, and the Company reserves the right to discontinue or withhold service for such apparatus or device.

4.3 Change of Customer's Installation. No changes or increases in the Customer's installation, which will materially affect the operation of any portion of the distribution system or generating plants of the Company shall be made without written consent of the Company. The Customer will be liable for any damage resulting from a violation of this rule.

4.4 Inspection of Customer's Installation. All Customer-owned electrical installations or changes should be inspected upon completion by a competent inspecting authority to insure that wiring, grounding, fixtures and devices have been installed in accordance with the National Electrical Code and such local rules as may be in effect. Where governmental inspection is required by local rules or ordinances, the Company cannot render service until such inspection has been made and formal notice of approval has been received by the Company from the inspecting authority. Where governmental inspection is not required, and before service is rendered by the Company, the Customer shall certify to the Company in writing, that such electrical installation has been inspected by a licensed electrician and is in compliance with all applicable rules and codes in effect. Thereafter, acceptance and receipt of service by the Customer shall constitute certification that the Customer has met all inspection requirements, complied with all applicable codes and rules and, subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Customer releases, holds harmless and agrees to indemnify the Company from and against loss or liability in connection with the provision of electrical services to or through such Customer-owned electrical installations. The Company reserves the right to inspect the Customer's installation prior to rendering service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

4.5 Electric Generators. Improper connection of a Customer's generator (or other source of electric service) with the Company's facilities may energize the Company's lines and endanger the lives of the employees, agents or representatives of the Company who may be working on them. Furthermore, such improper connection can seriously damage the Customer's wiring and generator. In order to guard against these dangers, the Company will not connect its service to a Customer's wiring where generators are located unless the wiring conforms to the Company's specifications. These specifications are available on request.

4.6 Momentary Parallel Operation. Permissible and available in all areas served by the Company for electric service to any Customer, at a single point of delivery, when electric service requirements for the Customer's load (i) are supplied or supplemented from the Customer's generation during periods of outages and power ordinarily supplied by the Company, and (ii) necessitate that the Customer's generation operate momentarily in parallel with the Company's system to enable the Customer to transfer its load from the Company's source to the Customer's generation in order to continue the uninterrupted flow of power to the Customer's load. The charge for power supplied by the Company during periods of momentary parallel operation is included in the charge for electric service at the applicable retail rate schedule. No Customer to whom this Rule 4.6 applies shall operate its generation momentarily in parallel with the Company's system unless and until the Customer has entered into a Momentary Parallel Operation Interconnection Agreement with the Company.

FLORIDA POWER & LIGHT COMPANY

Fourteenth Revised Sheet No. 6.040
Cancels Thirteenth Revised Sheet No. 6.040

5 COMPANY'S INSTALLATIONS

5.1 Protection of Company's Property. The Customer shall properly protect the Company's property on the Customer's premises, and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's wiring, meters, and apparatus.

5.2 Damage to Company's Property. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

5.3 Relocation of Company's Facilities. When there is a change in the Customer's operation or construction which, in the judgment of the Company, makes the relocation of Company's facilities necessary, or if such relocation is requested by the Customer, the Company will move such facilities at the Customer's expense to a location which is acceptable to the Company.

5.4 Attachments to Poles. The use of the Company's poles, wires, towers, structures or other facilities for the purpose of fastening or supporting any radio or television aerials or other equipment, or any wires, ropes, signs, banners or other things, not necessary to the supplying by the Company of electric service to the community, or the locating of same in such proximity to the Company's property or facilities as to cause, or be likely to cause, interference with the supply of electric service, or a dangerous condition in connection therewith, is prohibited, and the Company shall have the right forthwith to remove same without notice. The violator of these rules is liable for any damage resulting there from.

5.5 Interference with Company's Facilities. The Customer should not allow trees, vines and shrubs to interfere with the Company's adjacent overhead conductors, service wires, pad mounted transformers and meter. Such interference may result in an injury to persons, or may cause the Customer's service to be interrupted. In all cases the customer should request the Company to trim or remove trees and other growth near the Company's adjacent overhead wires, and under no circumstances should the Customer undertake this work himself, except around service cables when specifically authorized by and arranged with the Company.

5.6 Unobstructed Access to Company's Facilities. The Company shall have perpetual unobstructed access to its overhead and underground facilities such as poles, underground cables, pad mounted transformers and meters in order to perform repair and maintenance in a safe, timely and cost-efficient manner. The Customer is responsible for contacting the Company for guidance before constructing any items which may obstruct the Company's access. Such items include, but are not limited to, building additions, decks, patios, pools, fences or pavings. Relocation of the Company's facilities, as provided in Section 5.3 of these Rules and Regulations, may be necessary. Should an item interfere with access to Company facilities requiring repair or maintenance, the Company will explore with the Customer all alternatives deemed feasible by the Company to determine the method of repair most acceptable to the Customer. When the most acceptable or only option involves the Customer removing the obstruction or the Customer taking other actions, the Customer shall accomplish the work within 20 working days. Should the Customer fail to accomplish said work within 20 working days or to make other satisfactory arrangements with the Company, the Company may elect to discontinue service to the Customer, pursuant to F.A.C. Rule 25-6.105 (5) (f). In all cases, the Customer will be responsible for all costs in excess of a standard, unobstructed repair.

6 SECURITY DEPOSITS/GUARANTIES

6.1 Security Deposit/Guaranty.

(1) Before the Company renders service, or upon termination of an existing Unconditional Guaranty Contract, or a surety bond or an irrevocable bank letter of credit, each applicant will be required to provide:

a) a Security Deposit consisting of cash, surety bond, or irrevocable bank letter of credit; or
b) a guaranty satisfactory to the Company to secure payment of bills; or
c) information which satisfies the Company's application requirements for no deposit.

(2) a) New service Requests - If a Security Deposit is required, the Security Deposit for a new service request shall be based upon no more than two months of projected charges, calculated by adding the 12 months of projected charges, dividing this total by 12, and multiplying the result by 2. After the new account has had continuous service for a twelve (12) month period, the amount of the required deposit shall be recalculated using actual data. If an excess deposit is identified by this recalculation, the difference between the recalculated deposit and the deposit on hand will be credited to the account. If the recalculated amount indicates a deficiency in the deposit held, the utility may bill customer for the difference. Each applicant that provides a guaranty, surety bond, or an irrevocable bank letter of credit as a Security Deposit must enter into the agreement(s) set forth in Tariff Sheet No. 9.400 /9.401 or 9.410 /9.411/9.412 for the guaranty contract, No. 9.440/ 9.441 for the surety bond and 9.430/9.431 and 9.435 for the bank letter of credit.

(Continue on Sheet No. 6.050)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: June 5, 2017

(Continued from Sheet No. 6.040)

b) Existing Accounts - For an existing account, the total deposit may not exceed 2 months of average actual charges calculated by adding the monthly charges from the 12-month period immediately before the date any change in the deposit amount is sought, dividing this total by 12, and multiplying the result by 2. If the account has less than 12 months of actual charges, the deposit shall be calculated by adding the available monthly charges, dividing this total by the number of months available, and multiplying the result by 2.

6.2 Deposit Interest. The interest due will be paid once a year, ordinarily as a credit on regular bills, and on final bills when service is discontinued. No interest will be paid if service is ordered disconnected for any cause within six months from the date of initial service.

6.21 Residential Deposits. Simple interest at the rate of 2% per annum will be paid to residential Customers for cash deposits when held by the Company.

6.22 Nonresidential Deposits. Simple interest at the rate of 2% per annum will be paid on cash deposits of nonresidential customers. However, simple interest at the rate of 3% per annum will be paid on cash deposits of nonresidential Customers provided the Customer has had continuous service for a period of not less than 23 months, and has not in the preceding 12 months: a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company), b) paid with a check refused by a bank, c) been disconnected for nonpayment at any time, d) tampered with the electric meter, or e) used service in a fraudulent or unauthorized manner.

6.3 Refund of Cash Deposit/Release of Other Security or Guaranty. After a residential Customer has established a prompt payment record and has had continuous service for a period of not less than 23 months, the Company will no longer require a Security Deposit or guaranty for that account, provided the Customer has not, in the preceding twelve (12) months: a) made more than one (1) late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company), b) paid with a check refused by a bank, c) been disconnected for non-payment, or, at any time d) tampered with the electric meter, or e) used service in a fraudulent or unauthorized manner. When the Company no longer requires a Security Deposit or guaranty because the residential Customer meets these terms or because the Customer closes the service account and the Company has received final payment for all bills for service incurred at the account, any cash deposit held by the Company for that account will be refunded, and the obligors on any surety bond, irrevocable letter of credit or guaranty for that account will be released from their obligations to the Company. Cash deposit receipts are not negotiable or transferable and the deposit is refundable only to the Customer whose name appears thereon. Refunds of cash deposits may be conditioned by the Company upon a showing of proper identification by the person seeking the refund that the individual is the Customer whose name appears on the service account. The utility may elect to refund nonresidential deposits.

6.4 Transfer of Security Deposit/Guaranty. A Customer moving from one service address to another may have the Security Deposit transferred from the former to the new address. If the Security Deposit at the former service address is more or less than required by Rule 6.1 for the new address, the amount of the Security Deposit may be adjusted accordingly. Guaranties may not be transferred to a new service address; however, the guarantor may enter into a new guaranty contract (Tariff Sheet No. 9.400 or 9.410) for the new service address.

7 BILLING

7.1 Billing Periods.

7.11 Regular Bills. Regular bills for service will be rendered monthly. Bills are due when rendered and shall be considered as received by the Customer when delivered or mailed to the service address or some other place mutually agreedupon.

7.12 Prorated Bill. If the billing period is less than 25 days or more than 35 days, the bill will be prorated pursuant to F.S. 366.05(1) (b). A billing period that exceeds 35 days will be calculated as a separate standard billing period as referenced in section 7.13 of FPL's General Rule and Regulations Tariff. A separate bill calculation for the remaining kWh consumption will begin with the application of the lower tiered rate. Should service be disconnected within less than a month from date of connection, the amount billed will not be less than the regular monthly minimum bill.

7.13 Month. As used in these Rules and Regulations, a month is an interval between successive regular meter reading dates, which interval may be 30 days, more or less.

(Continues on Sheet No. 6.052)

FLORIDA POWER &LIGHT COMPANY

Third Revised Sheet No. 6.052
Cancels Second Sheet No. 6.052

(Continues from Sheet No. 6.051)

7.14 Budget Billing.

7.14.1 Residential. Any residential Customer who has no delinquent balances with the Company is eligible to participate in the Budget Billing Plan described below for RS-1 rate billings. A Customer may terminate participation in the Budget Billing Plan at any time and may be terminated from the Budget Billing Plan by FPL if the Customer becomes subject to collection action on this service account. Once a Customer's participation in the Budget Billing Plan has terminated he/she may not rejoin the Budget Billing Plan for twelve (12) months following the date of termination. Each eligible Customer not on this Budget Billing Plan will be notified annually of its availability.

Under the Budget Billing Plan, a Customer is billed monthly on a levelized consumption basis rather than on the basis of current consumption. The levelized amount is determined by averaging the last 12 monthly billings for the premise, or the average of all available billing history, whichever is less, and applying the current RS-1 rate and appropriate adjustments. If the Customer has not resided at the premise for 12 months, the Customer's monthly billings plus the previous tenant's billings will be used. Any difference between the levelized amount and the regular bill amount is added to a deferred balance. The current levelized amount is adjusted each month by adding the deferred balance adjustment, which is calculated by dividing the current deferred balance total by 12. The levelized amount, plus the deferred balance adjustment, constitutes the current month's Budget Billing amount. Customers on the Budget Billing Plan will receive the following information on their monthly bill: current consumption and associated charges, the total budget bill charge, and the cumulative deferred balance. For any Customer that requires a reissuance of their bill for any reason, the Budget Billing calculation in effect at the time of reissuance shall apply.

If the Customer's participation in the Budget Billing Plan is terminated, any amount in the deferred balance which the Customer owes to FPL will be billed to the Customer according to the terms of Section 7.9; any amount in the deferred balance which is owed to the Customer will be credited against any outstanding billed amounts, and any remaining balance will be credited against the Customer's future billings or returned upon request. Customers who transfer the location of their service account within FPL's service area will have the debit or credit balance transferred to the new service address.

7.14.2 Non-residential. Any GS-1 or GSD-1 Customer who has no delinquent balances and has been at the same location for 12 consecutive months with the Company is eligible to participate in the Budget Billing Plan described below for GS-1 and GSD-1 rate billings. However, GS-1 or GSD-1 Customers that rent electrical facilities from the Company under a Facility Rental Service Agreement will not be eligible to participate in this Budget Billing Plan. Additionally, GSD-1 customers taking service under the Seasonal Demand Time of Use Rider will not be eligible to participate in the Budget Billing Plan. A Customer may terminate participation in the Budget Billing Plan at any time and may be terminated from the Budget Billing Plan by FPL if the Customer becomes subject to collection action on this service account. Once a Customer's participation in the Budget Billing Plan has terminated he/she may not rejoin the Budget Billing Plan for twelve(12) months following the date of termination. Each eligible Customer not on this Budget Billing Plan will be notified annually of its availability.

Under the Budget Bill Plan, a Customer is billed monthly on a levelized consumption basis rather than on the basis of current consumption. The levelized amount is determined by averaging the last 12 monthly billings for the premise and applying the current GS-1 or GSD-1 rate and appropriate adjustments. If the Customer has not received electric service at the premise for 12 consecutive months, the Customer is not eligible to participate in the program. Any difference between the levelized amount and the regular bill amount is added to a deferred balance. The current levelized amount is adjusted each month by adding the deferred balance adjustment, which is calculated by dividing the current deferred balance total by 12. The levelized amount, plus the deferred balance adjustment, constitutes the current month's Budget Billing amount. Customers on the Budget Bill Plan will receive the following information on their monthly bill: current consumption and associated charges, the total budget bill charge, and the cumulative deferred balance. For any Customer that requires a reissuance of their bill for any reason, the Budget Billing calculation in effect at the time of reissuance shall apply.

If the Customer's participation in the Budget Bill Plan is terminated either at the request of the Customer or the Company, or as a result of termination of this Budget Billing Plan, any amount in the deferred balance which the Customer owes to FPL will be billed to the Customer according to the terms of Section 7.9; any amount in the deferred balance which is owed to the Customer will be credited against any outstanding billed amounts and any remaining balance will be credited against the Customer's future billings or returned upon request. Customers who transfer the location of their service account within FPL's service area will have the debit or credit balance transferred to the new service address.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

7.2 Non-Receipt of Bills. Non-receipt of bills by the Customer shall not release or diminish the obligation of the Customer with respect to payment thereof.

7.3 Evidence of Consumption. When service used is measured by meters, the Company's accounts thereof shall be accepted and received at all times, places and courts as prima facie evidence of the quantity of electricity used by the Customer unless it is established that the meter is not accurate within the limits specified by the Commission.

7.4 Application of Rate Schedules. Electric service will be measured by a single metering installation for each point of delivery. The Company will establish one point of delivery for each Customer and calculate the bill accordingly. Two or more points of delivery shall be considered as separate services and bills separately calculated for each point of delivery.

The Company may adjust the measured kilowatt-demand (kwd) of a Customer to compensate for registration of an abnormal demand level due to testing of electrically-operated equipment prior to general operation provided that the Customer contacts the Company in advance and schedules the testing at a mutually agreed upon time.

7.5 Optional Rate. Where a Customer is eligible to take service at a given location under one of two or more optional rate schedules, the Company will, on request, assist in the selection of the most advantageous rate on an annual basis. If the Customer applies for another applicable schedule and if available, the Company will bill on such elected schedule as soon as practicable. However, a Customer having made such a change of rate may not make another change until an interval of twelve (12) months has elapsed.

7.6 Taxes and Charges. All of the Company's rates, including minimum and demand charges and service guarantees, are dependent upon Federal, State, County, Municipal, District, and other Governmental taxes, license fees or other impositions, and may be increased or a surcharge added if and when the cost per kilowatt hour, or per Customer, or per unit of demand or other applicable unit of charge, is increased because of an increase in any or all such taxes, license fees or other impositions. A franchise charge shall be added to the bills of all Florida Public Service Commission jurisdictional customers, as determined by the franchise agreements between Florida Power & Light Company and governmental authorities. The charge shall be computed as a percentage of the bill for energy including fuel delivered within the franchise area, excluding separately stated taxes and the franchise charge itself. This charge shall reflect the estimated amount of the annual franchise payment to that specified governmental authority in which the Customer's account is located, plus adjustment for the gross receipts tax and the regulatory assessment fee, and shall be corrected at least annually for any differences between the actual collections and actual payments.

7.7 Disconnection and Reconnection of Service.

7.71 Disconnection of Service. When discontinuing electric service, Customers should notify the Company at least one (1) business day prior to the requested discontinuation date. Customers are responsible for all electric service used on the premise until notice is received and the Company has had a reasonable time to discontinue service. A billing address should be provided to the Company for issuance of the final billing statement and/or deposit refund. When a Customer orders service discontinued, the Company may ask the Customer to open the main switch upon vacating the premises. This will allow the use of electric service until the time of departure and will insure that no energy is used or charges accrue after the Customer leaves. As convenient, a Company employee will visit the premises to read the meter.

7.72 Reconnection of Service. A Customer who reconnects service by closing the switch should give immediate notice thereof to the Company so that proper records may be maintained. Should the Customer neglect to give such notice, the Company's representative will note the reconnection and it will be recorded as of the date when the switch was closed. If this date cannot be readily determined, reconnection shall be recorded as of the preceding meter reading date.

7.8 Change of Occupancy. When a change of occupancy takes place on any premises supplied by the Company with electric service, notice shall be given to the Company not less than one (1) business day prior to the date of change. The outgoing party will be held responsible for all electric service used on such premises until such notice is received and the Company has had a reasonable time to discontinue service. However, if such notice has not been received by the Company prior to the date of change, the accepted application of the succeeding occupant for the electric service will automatically terminate the prior account.

7.9 Delinquent Bills. Bills are due when rendered and become delinquent if not paid within twenty (20) days from the mailing or delivery date. Thereafter, following five (5) working days' written notice, service may be discontinued and the deposit applied toward settlement of the bill. For purposes of this subsection, "working day" means any day on which the Company's business offices are open and the U.S. Mail is delivered.

8 METERS

8.1 Location of Meters. The Company will determine the location of and install and properly maintain at its own expense such standard meter or meters and metering equipment as may be necessary to measure the electric service used by the Customer. The Customer will keep the meter location clear of obstructions at all times in order that the meter may be read and the metering equipment may be maintained or replaced. If a Customer requests a different location for meter placement from that designated by the Company on initial application for service and the Company agrees that the different meter location is acceptable to the Company, the Customer shall pay the incremental cost of installing the meter at the different location. If an existing Customer requests relocation of an existing installed meter and the Company agrees that the different meter location is acceptable to the Company, the existing Customer shall pay the incremental cost of relocating the meter at the different location.

8.2 Setting and Removing Meters. None but duly authorized agents of the Company or persons authorized by law shall set or remove, turn on or turn off, or make any changes which will affect the accuracy of such meters. Connections to the Company's system are to be made only by its employees or duly authorized agents of the company.

8.3 Investigation of Unauthorized Use / Tampering with Meters. Title to meters and metering equipment shall be and remain in the Company. Unauthorized connections to, or tampering with the Company's meter or meters, meter seals, or metering equipment or indications or evidence thereof, subjects the Customer to immediate discontinuance of service, prosecution under the laws of Florida, adjustment of prior bills for services rendered, a tampering penalty of $500.00 for residential and non-demand general service customers and $2,500.00 for all other customers, and liability for reimbursement to the Company for all extra expenses incurred on this account as a result thereof. The reimbursement for extra expenses incurred as a result of the investigation or as a result thereof shall be the actual amount of such extra expenses, and shall be in addition to any charges for service rendered or charges for restoration of service as provided elsewhere in these rules.

8.4 Meter Tests. The Company employs every practicable means to maintain the commercial accuracy of its meters. Meter tests, and billing adjustments for inaccurate meters, are in accordance with the methods and procedure prescribed by the Florida Public Service Commission.

8.5 Failure of Meter. When a meter fails, or part or all of the metering equipment is destroyed, billing will be estimated based upon available data.

9 SERVICE STANDARDS

These "General Rules and Regulations for Electric Service" include, by reference, the terms and provisions of the Company's currently effective "Electric Service Standards" on file with the Florida Public Service Commission and is available on request. The "Standards" are primarily concerned with the electrical facilities and related equipment prior to installation and use. They explain the general character of electric service supplied, the meters, and other devices furnished by the Company, and the wiring and apparatus provided and installed by the Customer. The Standards serve as a guide to architects, engineers, electrical dealers and contractors in planning, installing, repairing or renewing electrical installations.

INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES TO SERVE RESIDENTIAL CUSTOMERS

SECTION 10.1 DEFINITIONS

The following words and terms, when used in Section 10, shall have the meaning indicated:

APPLICANT - Any person, partnership, association, corporation, or governmental agency controlling or responsible for the development of a new subdivision or dwelling unit who applies for the underground installation of distribution facilities.

BACKBONE - The distribution system excluding feeder and that portion of the service lateral which is on the lot being served by that service lateral.

BUILDING - Any structure designed for residential occupancy, excluding a townhouse unit, which contains less than five individual dwelling units.

CABLE IN CONDUIT SYSTEM - Underground residential distribution systems where all underground primary, secondary, service and street light conductors are installed in direct buried conduit. Other facilities associated with cable in conduit, such as transformers, may be above ground.

COMMISSION - The Florida Public Service Commission.

COMPANY - The Florida Power & Light Company.

DISTRIBUTION SYSTEM - Electric service facilities consisting of primary and secondary conductors, service laterals, conduits, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

DWELLING UNIT – A single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.

FEEDER MAIN - A three-phase primary installation, including switches, which serves as a source for primary laterals and loops through suitable overcurrent devices.

FINAL GRADE - The ultimate elevation of the ground, paved or unpaved, which will prevail in a subdivision or tract of land.

MOBILE HOME (TRAILER) - A vehicle or conveyance, permanently equipped to travel upon the public highways, that is used either temporarily or permanently as a residence or living quarters.

MULTIPLE-OCCUPANCY BUILDING - A structure erected and framed of component structural parts and designed to contain five or more individual dwelling units.

OVERHEAD SYSTEM - Distribution system consisting of primary, secondary and service conductors and aerial transformers supported by poles.

POINT OF DELIVERY - The geographical and physical location at which the Company's wires or apparatus are connected to deliver service to the Customer. The point where the Customer assumes responsibility for further delivery and use of the energy. See Section 10.2.11.

PRIMARY LATERAL - That part of the electric distribution system whose function is to conduct electricity at the primary level from the feeder main to the transformers. It usually consists of a single-phase conductor or insulated cable, with conduit, together with necessary accessory equipment for supporting, terminating and disconnecting from the primary mains by a fusible element.

SERVICE LATERAL - The entire length of underground service conductors and conduit between the distribution source, including any risers at a pole or other structure or from transformers, from which only one point of service will result, and the first point of connection to the Service Entrance Conductors in a terminal or meter box outside the building wall.

SERVICE ENTRANCE CONDUCTORS – The Customer's conductors from point of connection at the service drop or service lateral to the service equipment.

(Continued on Sheet No. 6.085)

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 6.085
Cancels Second Revised Sheet No. 6.085

(Continued from Sheet No. 6.080)

SUBDIVISION - The tract of land which is divided into five or more building lots or upon which five or more separate dwelling units are to be located, or the land on which is to be constructed new multiple-occupancy buildings.

TOWNHOUSE - A one-family dwelling unit of a group such that units are separated only by fire walls. Each townhouse unit shall be constructed upon a separate lot and serviced with separate utilities and shall otherwise be independent of one another.

TUG - An acronym formed from the term Temporary Under Ground used to describe the temporary condition in which a building's permanent underground FPL service lateral is utilized to provide electric service to that building during its construction.

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: September 20, 2005

SECTION 10.2 GENERAL

10.2.1. Application

Underground electric distribution facilities are offered in lieu of overhead facilities in accordance with these Rules and Regulations for:

a) New Residential Subdivisions and Developments.
b) New Service Laterals from Overhead Systems.
c) Replacement of Existing Overhead and Underground Service Laterals.
d) New Multiple-Occupancy Residential Buildings.

10.2.2. Early Notification and Coordination

In order for the Company to provide service when required, it is necessary that the Applicant notify the Company during the early stages of planning major projects. Close coordination is necessary throughout the planning and construction stages by the Company, the architect, the builder, the subcontractors and the consulting engineer to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various subgrade installations of the several utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant paying any additional costs incurred by the Company.

10.2.3. Changes to Plans, Layout or Grade

The Applicant shall pay for any additional costs imposed on the Company by Applicant including, but not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to the agreement in the subdivision or development layout or final grade.

10.2.4. Underground Installations Not Covered

Where the Applicant requests or governmental ordinance mandates underground electric facilities including but not limited to - three phase primary feeder mains, transformers, pedestal mounted terminals, switching equipment, meter cabinets, service laterals or other electric facilities not specifically covered by these Rules and Regulations and where overhead facilities would otherwise be provided, the Applicant shall pay the Company the differential installed cost between the underground facilities and the equivalent overhead facilities as calculated by the Company. The Applicant shall also provide necessary rights of way and easements as given in Section 10.2.7.

10.2.5. Type of System Provided

The costs quoted in these rules are for underground residential distribution service laterals, secondary and primary conductors of standard Company design with cable in conduits and above-grade appurtenances. Unless otherwise stated, service provided will be 120/240 volt, single phase. If other types of facilities other than standard Company design are requested by the Applicant or required by governmental authority, the Applicant will pay the additional costs, as calculated by the Company, if any.

10.2.6. Design and Ownership

The Company will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under the provisions of these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service.

10.2.7. Rights of Way and Easements

The Applicant shall record and furnish satisfactory rights of way and easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, as required by and at no cost to the Company prior to the Company initiating construction. Before the Company will start construction, these rights of way and easements must be cleared by the Applicant of trees, tree stumps and other obstructions that conflict with construction, staked to show property corners and survey control points, graded to within six inches of final grade, with soil stabilized. In addition, the Applicant shall provide stakes showing final grade along the easement. Such clearing and grading must be maintained by the Applicant during construction by the utility.

10.2.8. Contributions and Credits

The Applicant shall pay the required contribution upon receipt of written notification from the Company. No utility construction shall commence prior to execution of the Underground Distribution Facilities Installation Agreement set forth in Tariff Sheet Nos. 9.700, 9.701 and 9.702 and payment in full of the entire contribution. Where, by mutual agreement, the Applicant performs any of the work normally performed by the Company, the Applicant shall receive a credit for such work in accordance with the credit amounts contained herein, provided that the work is in accordance with Company specifications. Such credit shall not exceed the total differential costs. The credit will be granted after the work has been inspected by the Company and, in the case of Applicant-installed conduit, after the applicable conductors have been installed.

(Continued on Sheet No. 6.095)

(Continued from Sheet No. 6.090)

10.2.8.1 Credit for TUGs

If the Applicant installs the permanent electric service entrance such that FPL's service lateral can be subsequently installed and utilized to provide that building's construction service, the Applicant shall receive a credit in the amount of $80.03 per service lateral, subject to the following requirements:

a) TUGs must be inspected and approved by the local inspecting authority.
b) All service laterals within the subdivision must be installed as TUGs.
c) FPL must be able to install the service lateral, energize the service lateral, and set the meter to energize the load side of the meter can, all in a single trip. Subsequent visits other than routine maintenance or meter readings will void the credit.
d) Thereafter, acceptance and receipt of service by the Customer shall constitute certification that the Customer has met all inspection requirements, complied with all applicable codes and rules and, subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Customer releases, holds harmless and agrees to indemnify the Company from and against loss or liability in connection with the provision of electrical services to or through such Customer-owned electrical installations.
e) The Applicant shall be held responsible for all electric service used until the account is established in the succeeding occupant's name.

This credit applies only when FPL installs the service - it does not apply when the applicant installs the service conduits, or the service conduits and cable.

10.2.9. Location of Distribution Facilities

Underground distribution facilities will be located, as determined by the Company, to maximize their accessibility for maintenance and operation. The Applicant shall provide accessible locations for meters when the design of a dwelling unit or its appurtenances limits perpetual accessibility for reading, testing, or making necessary repairs and adjustments.

10.2.10. Special Conditions

The costs quoted in these rules are based on conditions which permit employment of rapid construction techniques. The Applicant shall be responsible for necessary additional hand digging expenses other than what is normally provided by the Company. The Applicant is responsible for clearing, compacting, boulder and large rock removal, stump removal, paving, and addressing other special conditions. Should paving, grass, landscaping or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching and backfilling and be responsible for restoration of property damaged to accommodate the installation of underground facilities.

10.2.11. Point of Delivery

The point of delivery shall be determined by the Company. When a location for a point of delivery different from that designated by the Company is requested by the Applicant, and approved by the Company, the Applicant shall pay the additional cost in excess of that which would have been incurred to reach the point of delivery designated by the Company. The estimated full cost of service lateral length, including labor and materials, required in excess of that which would have been needed to reach the Company's designated point of service. The additional cost per trench foot is $8.05. Where an existing trench is utilized, the additional cost per trench foot is $2.93. Where the Applicant provides the trenching, installs Company provided conduit according to Company specifications and backfilling, the cost per additional trench foot is $2.05. Any point of delivery change requested by the Applicant shall conform to good safety and construction practices as determined by the Company. Service laterals shall be installed, where possible, in a direct line to the point of delivery.

(Continued on Sheet No. 6.096)

(Continued from Sheet No. 6.095)

10.2.12. Location of Meter and Downpipe

The Applicant shall install a meter enclosure and downpipe to accommodate the Company's service lateral conductors at the point designated by the Company. These facilities will be installed in accordance with the Company's specifications and all applicable codes.

10.2.13. Relocation or Removal of Existing Facilities

If the Company is required to relocate or remove existing facilities in the implementation of these Rules, all costs thereof shall be borne exclusively by the Applicant, as follows:

a) For removal of existing facilities, these costs will include the costs of removal, the in-place value (less salvage) of the facilities so removed and any additional costs due to existing landscaping, pavement or unusual conditions.
b) For relocation of existing facilities, these costs will include the costs of relocation of reusable equipment, costs of removal of equipment that cannot be reused, costs of installation of new equipment, and any additional costs due to existing landscaping, pavement or unusual conditions.

10.2.14. Development of Subdivisions

The Tariff charges are based on reasonably full use of the land being developed. Where the Company is required to construct underground electric facilities through a section or sections of the subdivision or development where full use of facilities as determined by the Company, will not be experienced for at least two years, the Company may require a deposit from the Applicant before construction is commenced. This deposit, to guarantee performance, will be based on the estimated total cost of such facilities rather than the differential cost. The amount of the deposit, without interest, less any required contributions will be returned to the Applicant on a pro-rata basis at quarterly intervals on the basis of installations to new customers. Any portion of such deposit remaining unrefunded, after five years from the date the Company is first ready to render service from the extension, will be retained by the Company.

10.2.15. Service Lateral Conductor

All residential Tariff charges are based on a single service conductor installed in a single 2 inch conduit, limited to a maximum size of 4/0 aluminum. All parallel services, or any single services requiring service conductor larger than 4/0 aluminum, require additional charges determined by specific cost estimate.

FLORIDA POWER & LIGHT COMPANY

Thirty-Ninth Revised Sheet No. 6.100
Cancels Thirty-Eighth Revised Sheet No. 6.100

SECTION 10.3 UNDERGROUND DISTRIBUTION FACILITIES FOR RESIDENTIAL SUBDIVISIONS AND DEVELOPMENTS

10.3.1. Availability

When requested by the Applicant, the Company will provide underground electric distribution facilities, other than for multiple occupancy buildings, in accordance with its standard practices in:

a) Recognized new residential subdivision of five or more building lots.
b) Tracts of land upon which five or more separate dwelling units are to be located.

For residential buildings containing five or more dwelling units, see SECTION 10.6 of these Rules.

10.3.2. Contribution by Applicant

a) The Applicant shall pay the Company the average differential cost for single phase residential underground distribution service based on the number of service laterals required or the number of dwelling units, as follows:

	Applicant's Contribution
1. Where density is 6.0 or more dwelling units per acre:	
1.1 Buildings that do not exceed four units, townhouses, and mobile homes – per service lateral.	$ 0.00
1.2 Mobile homes having Customer-owned services from meter center installed adjacent to the FPL primary trench route - per dwelling unit.	$ 0.00
2. Where density is 0.5 or greater, but less than 6.0 dwelling units per acre:	
Buildings that do not exceed four units, townhouses, and mobile homes – per service lateral	$ 0.00

3. Where the density is less than 0.5 dwelling units per acre, or the Distribution System is of non-standard design, individual cost estimates will be used to determine the differential cost as specified in Paragraph 10.2.5.

Additional charges specified in Paragraphs 10.2.10 and 10.2.11 may also apply.

b) The above costs are based upon arrangements that will permit serving the local underground distribution system within the subdivision from overhead feeder mains. If feeder mains within the subdivision are deemed necessary by the Company to provide and/or maintain adequate service and are required by the Applicant or a governmental agency to be installed underground, the Applicant shall pay the Company the average differential cost between such underground feeder mains within the subdivision and equivalent overhead feeder mains, asfollows:

	Applicant's Contribution
Cost per foot of feeder trench within the subdivision (excluding switches)	$32.72
Cost per above ground padmounted switch package	$43,680.63

(Continued on Sheet No. 6.110)

(Continued from Sheet No. 6.100)

c) Where primary laterals are needed to cross open areas such as golf courses, parks, other recreation areas and water retention areas, the Applicant shall pay the average differential costs for these facilities as follows:

Cost per foot of primary lateral trench within the subdivision

1) Single Phase - per foot	$3.95
2) Two Phase - per foot	$8.87
3) Three Phase - per foot	$13.47

d) For requests for service where underground facilities to the lot line are existing and a differential charge was previously paid for these facilities, the cost to install an underground service lateral to the meter is as follows:

Density less than 6.0 dwelling units per acre:	$583.70
Density 6.0 or greater dwelling units per acre:	$434.01

10.3.3. Contribution Adjustments

a) Credits will be allowed to the Applicant's contribution in Section 10.3.2. where, by mutual agreement, the Applicant provides all trenching and backfilling for the Company's distribution system, excluding feeder.

	Credit to Applicant's Contribution	
1. Where density is 6.0 or more dwelling units per acre:	Backbone	Service
1.1 Buildings that do not exceed four units, townhouses, and mobile homes - per service lateral.	$198.96	$208.87
1.2 Mobile homes having Customer-owned services from meter center installed adjacent to the FPL primary trench route - per dwelling unit.	$164.53	N/A
2. Where density is 0.5 or greater, but less than 6.0 dwelling units per acre:		
Buildings that do not exceed four units, townhouses, and mobile homes - per service lateral	$329.54	$292.41

b) Credits will be allowed to the Applicant's contribution in Section 10.3.2. where, by mutual agreement, the Applicant installs all Company-provided conduit excluding feeder per FPL instructions. This credit is:

	Backbone	Service
1. Where density is 6.0 or more dwelling units per acre:		
1.1 Buildings that do not exceed four units, townhouses, and mobile homes - per service lateral.	$82.79	$64.02

(Continued on Sheet No. 6.115)

(Continued from Sheet No. 6.110)

	Credit to Applicant's Contribution	
	Backbone	Service
1.2 Mobile homes having Customer-owned services from meter center installed adjacent to the FPL primary trench route - per dwelling unit.	$67.51	N/A
2. Where density is .5 or greater, but less than 6.0 dwelling units per acre, per service lateral.	$132.68	$78.42

c) Credits will be allowed to the Applicant's contribution in Section 10.3.2. where, by mutual agreement, the Applicant provides a portion of trenching and backfilling for the Company's facilities, per foot of trench – $4.64.

d) Credits will be allowed to the Applicant's contribution in section 10.3.2. where, by mutual agreement, the Applicant installs a portion of Company-provided PVC conduit, per FPL instructions (per foot of conduit): 2" PVC - $0.80; larger than 2" PVC -$1.14.

e) Credit will be allowed to the Applicant's contribution in section 10.3.2., where, by mutual agreement, the Applicant installs an FPL-provided feeder splice box, per FPL instructions, per box - $886.68.

f) Credit will be allowed to the Applicant's contribution in section 10.3.2., where, by mutual agreement, the Applicant installs an FPL-provided primary splice box, per FPL instructions, per box - $310.50.

g) Credit will be allowed to the Applicant's contribution in section 10.3.2., where, by mutual agreement, the Applicant installs an FPL-provided secondary connection ("handhole"), per FPL instructions, per handhole: small handhole - $28.81; intermediate handhole; - $81.63; large/all concrete handhole -$310.50.

h) Credit will be allowed to the Applicant's contribution in section 10.3.2., where, by mutual agreement, the Applicant installs an FPL-provided concrete pad for a pad-mounted transformer or capacitor bank, per FPL instructions, per pad - $80.03.

i) Credit will be allowed to the Applicant's contribution in Section 10.3.2., where, by mutual agreement, the Applicant installs a portion of Company-provided flexible HDPE conduit, per FPL instructions (per foot of conduit): $0.16.

j) Credit will be allowed to the Applicant's contribution in Section 10.3.2., where, by mutual agreement, the Applicant installs an FPL-provided concrete pad and cable chamber for a pad-mounted feeder switch, per pad and cable chamber - $753.84.

FLORIDA POWER & LIGHT COMPANY

Thirty-Eighth Revised Sheet No. 6.120
Cancels Thirty-Seventh Revised Sheet No. 6.120

SECTION 10.4 UNDERGROUND SERVICE LATERALSFROM OVERHEAD ELECTRIC DISTRIBUTION SYSTEMS

10.4.1. New Underground Service Laterals

When requested by the Applicant, the Company will install underground service laterals from overhead systems to newly constructed residential buildings containing less than five separate dwelling units.

10.4.2. Contribution by Applicant

a) The Applicant shall pay the Company the following differential cost between an overhead service and an underground service lateral, as follows:

	Applicant's Contribution
1. For any density:	
Buildings that do not exceed four units, townhouses, and mobile homes	
a) per service lateral (includes service riser installation)	$997.84
b) per service lateral (from existing handhole or PM TX)	$583.70
2. For any density, the Company will provide a riser to a handhole at the base of a pole	$940.71

Additional charges specified in Paragraphs 10.2.10 and 10.2.11 may also apply. Underground service or secondary extensions beyond the boundaries of the property being served will be subject to additional differential costs as determined by individual cost estimates.

10.4.3. Contribution Adjustments

a) Credit will be allowed to the Applicant's contribution in Section 10.4.2 where, by mutual agreement, the Applicant provides trenching and backfilling for the Company's facilities. This credit is:

	Credit To Applicant's Contribution
1. For any density:	
Buildings that do not exceed four units, townhouses, and mobile homes - per foot	$4.64

(Continued on Sheet No. 6.125)

FLORIDA POWER & LIGHT COMPANY

Twenty-Fourth Revised Sheet No. 6.125
Cancels Twenty-Third Revised Sheet No. 6.125

(Continued from Sheet No. 6.120)

b) Credit will be allowed to the Applicant's contribution in Section 10.4.2, where, by mutual agreement, the Applicant installs Company-provided conduit, per FPL instructions, as follows:

1. For any density:

Buildings that do not exceed four units, townhouses, and mobile homes - per foot:	2" PVC	$0.80
	Larger than 2" PVC	$1.12

c) Credit will be allowed to the Applicant's contribution in Section 10.4.2, where, by mutual agreement, the Applicant requests the underground service to be installed as a TUG (subject to the conditions specified in Section 10.2.8.1), per service lateral, as follows:

1. For any density:

Buildings that do not exceed four units, townhouses, and mobile homes -per service lateral:	$80.03

Issued by: Tiffany Cohen, Executive Director, Rate Development & Strategy
Effective: August 31, 2023

FLORIDA POWER & LIGHT COMPANY

Thirty-Fifth Revised Sheet No. 6.130
Cancels Thirty-Fourth Revised Sheet No. 6.130

SECTION 10.5 UNDERGROUND SERVICE LATERALSREPLACING EXISTING RESIDENTIAL OVERHEAD AND UNDERGROUND SERVICES

10.5.1. Applicability

When requested by the Applicant, the Company will install underground service laterals from existing systems as replacements for existing overhead and underground services to existing residential buildings containing less than five individual dwelling units.

10.5.2. Rearrangement of Service Entrance

The Applicant shall be responsible for any necessary rearranging of his existing electric service entrance facilities to accommodate the proposed underground service lateral in accordance with the Company's specifications.

10.5.3. Trenching and Conduit Installation

The Applicant shall also provide, at no cost to the Company, a suitable trench, perform the backfilling and any landscape, pavement or other similar repairs and install Company provided conduit according to Company specifications. When requested by the Applicant and approved by the Company, the Company may supply the trench and conduit and the Applicant shall pay for this work based on a specific cost estimate. Should paving, grass, landscaping or sprinkler systems need repair or replacement during construction, the Applicant shall be responsible for restoring the paving, grass, landscaping or sprinkler systems to the original condition.

10.5.4. Contribution by Applicant

		Applicant's Contribution
a)	The charge per service lateral replacing an existing Company-owned overhead service for any density shall be:	
	1. Where the Company provides an underground service lateral:	$908.75
	2. Where the Company provides a riser to a handhole at the base of the pole:	$1,194.45
b)	The charge per service lateral replacing an existing Company-owned underground service at Applicant's request for any density shall be:	
	1. Where the service is from an overhead system:	$1,032.44
	2. Where the service is from an underground system:	$904.80
c)	The charge per service lateral replacing an existing Customer-owned underground service from an overhead system for any density shall be:	$655.01
d)	The charge per service lateral replacing an existing Customer-owned underground service from an underground system for any density shall be:	$240.87

The above charges include conversion of the service lateral from the last FPL pole to the meter location. Removal of any other facilities such as poles, down guys, spans of secondary, etc. will be charged based on specific cost estimates for the requested additional work.

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Effective: August 31, 2023

SECTION 10.6 UNDERGROUND SERVICE DISTRIBUTION FACILITIES TO MULTIPLE-OCCUPANCY RESIDENTIAL BUILDINGS

10.6.1. Availability

Underground electric distribution facilities may be installed within the tract of land upon which multiple-occupancy residential buildings will be constructed.

10.6.2. Contribution by Applicant

When feeder mains on tracts of land upon which multiple-occupancy buildings will be constructed are deemed necessary by the Company to provide and/or maintain adequate service, an underground installation is requested by the Applicant, or required by a governmental agency having the authority so to do, the Applicant shall contribute the differential costs provided in Section 10.3.2.b) and 10.3.3.c). There will be no contribution from the Applicant with respect to construction of underground distribution facilities other than feeder mains so long as the Company is free to construct such extensions in the most economical manner, and reasonably full use is made of the tract of land upon which the multiple-occupancy residential buildings will be constructed. Other conditions will require special arrangements.

10.6.3. Responsibility of Applicant

The Applicant shall, at no cost to the Company:

a) Furnish details and specifications of the proposed building or complex of buildings. The Company will use these in the design of the electric distribution facilities required to render service.

b) Where the Company determines that transformers are to be located inside the building, the Applicant shall provide in accordance with Company specifications:

1) The vault or vaults necessary for the transformers and associated equipment.
2) The necessary raceways or conduit for the Company's supply cables from the vault or vaults to a suitable point five feet outside the building in accordance with the Company's plans and specifications.
3) Conduits underneath all buildings when required for the Company's supply cables. Such conduits shall extend a minimum of five feet beyond the edge of the buildings for joining to the Company's facilities.
4) The service entrance conductors and raceways from the Applicant's service equipment to the designated point of delivery within the vault.

c) Where the Company determines that transformers are to be located outside the building, the Applicant shall provide in accordance with Company specifications:

1) The space for padmounted equipment at or near the building, and protective devices for such equipment, if required.
2) The service entrance conductors and raceway from the Applicant's service equipment to the point of delivery designated by the Company at or near the building.

3) Conduits underneath all buildings when required for the Company's supply cables. Such conduits shall extend five feet beyond the edge of the buildings for joining to the Company's facilities.

d) Provide proper easements, including the right of ingress and egress for the installation, operation and maintenance of the Company's facilities.

e) Ensure that the metering enclosures are appropriately marked with the same alphabetic or numeric designation used to identify the service address. Such markings shall be of a permanent nature.

10.6.4. Responsibility of the Company

The Company will:

a) Provide the Applicant with the Company's plans to supply the proposed building or complex of buildings, and specifications for the facilities to be provided by the Applicant.

(Continued on Sheet No. 6.150)

(Continued from Sheet No. 6.140)

b) Furnish and install the primary or secondary conductors from existing or proposed facilities adjoining the property to the point of delivery, together with the ducts, if required, outside the building.

c) Furnish and install the necessary transformers and associated equipment located either outside the building or in the vault or vaults within the building.

d) Be solely responsible for the installation, operation and maintenance of all of its facilities.

10.6.5. Service Voltages
The Company will supply service at one of the several secondary voltages available as mutually agreed upon between the Applicant and the Company.

11.0 INSTALLATION OF NEW OR UPGRADED FACILITIES

SECTION 11.1 GENERAL

In accordance with F.A.C. Rule 25-6.064 this tariff section applies to requests for new or upgraded facilities. Nothing herein shall alter the charges or provisions outlined in sections 10 and 13 of this tariff.

An Applicant can be any person, corporation, or entity capable of complying with the requirements of this tariff that has made a request for new or upgraded facilities in accordance with this tariff.

11.1.1 CONTRIBUTION-IN-AID OF CONSTRUCTION (CIAC)

A CIAC shall be required from Applicants requesting new or upgraded facilities prior to construction of the requested facilities based on the formulas presented below.

(a) The CIAC for new or upgraded overhead facilities ($CIAC_{OH}$) shall be calculated as follows:

$CIAC_{OH}$ = Total estimated work order job cost of installing the facilities - Four years expected incremental base energy revenue - Four years expected incremental base demand revenue, if applicable

(i) The cost of the service drop and meter shall be excluded from the total estimated work order job cost for new overhead facilities.

(ii) The net book value and cost of removal, net of the salvage value, for existing facilities shall be included in the total estimated work order job cost for upgrades to those existing facilities.

(iii) The expected annual base energy and demand charge revenues shall be estimated for a period ending not more than 5 years after the new or upgraded facilities are placed in service.

(iv) In no instance shall the $CIAC_{OH}$ be less than zero.

(b) The CIAC for new or upgraded underground facilities ($CIAC_{UG}$) shall be calculated as follows:

$CIAC_{UG}$ = $CIAC_{OH}$ + Estimated difference between the cost of providing the service underground and overhead

(c) For non-governmental Applicants that require new or upgraded facilities with a total estimated cost of $50 million or more at the point of delivery, the Applicant shall be required to advance the total estimated work order job cost of installing the facilities required to provide service prior to construction of the requested facilities. The total estimated work order job cost shall be subject to refund less the required CIAC amount calculated in section 11.1.1(a) or 11.1.1(b). Upon the in-service date, the Applicant shall receive a monthly refund consisting of the applicable base energy charges and base demand charges actually incurred by the Applicant during that same monthly billing period. Such refund amount will be applied as a bill credit to the Applicant's monthly bill for a period not to exceed five (5) years from the in-service date or until the total estimated work order job cost of installing the facilities less the required CIAC has been refunded, whichever occurs first. The total amount to be refunded through bill credits shall not exceed the total estimated work order job cost of installing the facilities less the required CIAC, nor will the refund period exceed a period of five (5) years from the in-service date. Any unrefunded balance remaining five (5) years from the in-service date will become a non-refundable. If this section 11.1.1(c) is applicable, the Applicant shall not be subject to a Performance Guaranty Agreement.

11.1.2 CIAC True-Up

An Applicant may request a one-time review of a paid CIAC amount within 12 months following the in- service date of the new or upgraded facilities. Upon receiving a request, which must be in writing, the Company shall true-up the CIAC to reflect the actual construction costs and a revised estimate of base revenues. The revised estimate of base revenues shall be developed from the actual base revenues received at the time the request is made. If the true-up calculation result is different from the paid CIAC amount, the Company will either issue a refund or an invoice for this difference. This CIAC review is available only to an initial Applicant who paid the original full CIAC amount, not to any other Applicants who may be required to pay a pro-rata share as described in section 11.1.3.

(Continued on Sheet No. 6.200)

(Continued from Sheet No. 6.199)

11.1.3 Proration of CIAC

CIAC is pro-ratable if more Applicants than the Initial Applicant are expected to be served by the new or upgraded facilities ("New Facilities") within the three-year period following the in-service date. The Company shall collect the full CIAC amount from the Initial Applicant. Thereafter, the Company shall collect, and pay to the Initial Applicant, a pro-rata share of the CIAC from each additional Applicant to be served from these New Facilities until the three-year period has expired, or until the number of Applicants served by the New Facilities equals the number originally expected to be served during the three-year period, whichever comes first. Any CIAC or pro-rata share amount due from an Applicant shall be paid prior to construction. For purposes of this tariff, the New Facilities' in- service date is defined as the date on which the New Facilities are installed and service is available to the Initial Applicant, as determined by the Company.

SECTION 11.2 INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES FOR NEW CONSTRUCTION

11.2.0 Distribution System

Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

11.2.1 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will constitute new construction, other than those requests covered by sections 10, 12 and 13 of this tariff. Any Applicant may submit a request as follows. Requests shall be in writing and must specify in detail the proposed facilities that the Applicant desires to be installed as underground electric distribution facilities in lieu of overhead electric distribution facilities. Upon receipt of a written request FPL will determine the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount. Where system integrity would be compromised by the delay of a system improvement due to the time allowances specified below, said time allowances shall be reduced such that all terms and conditions of this tariff must be met 30 days prior to the date that construction must begin to allow the underground facility to be completed and operable to avert a system compromise.

11.2.2 Contribution-in-Aid-Of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, FPL shall prepare a binding cost estimate specifying the contribution-in-aid-of-construction (CIAC) required for the installation of the requested underground distribution facilities in addition to any CIAC required for facilities extension, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with an Underground Distribution Facilities Installation Agreement. The CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into an Underground Distribution Facilities Installation Agreement and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by FPL.

11.2.3 Non-Refundable Deposits

The non-refundable deposit for a binding cost estimate for a direct buried cable in conduit underground electric distribution system shall be determined by multiplying the number of proposed trench feet for new underground electric distribution facilities to be installed by $0.75. The deposit must be paid to FPL to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of an Underground Distribution Facilities Installation Agreement. If the request for underground electric distribution facilities involves less than 250 proposed trench feet then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply.

(Continued on Sheet No. 6.210)

(Continued from Sheet No. 6.200)

11.2.4 Non-Binding Cost Estimates

Any person, corporation, or entity may request a non-binding cost estimate free of charge. The non-binding cost estimate shall be an order of magnitude estimate to assist the requestor in determining whether to go forward with a binding cost estimate. An Underground Distribution Facilities Installation Agreement may not be executed on the basis of a non-binding cost estimate.

11.2.5 Underground Distribution Facilities Installation Agreement

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute the Underground Distribution Facilities Installation Agreement set forth in this tariff at Sheet Nos. 9.700, 9.701 and 9.702. The Agreement must be executed and the CIAC paid by the Applicant within 180 days of the delivery of the binding cost estimate to the Applicant. Failure to execute the Agreement and pay the CIAC specified in the agreement within the 180-day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause FPL may extend the 180-day time limit. Upon execution of the Underground Distribution Facilities Installation Agreement, payment in full of the CIAC specified in the binding cost estimate, and compliance with the requirements of this tariff, FPL shall proceed to install the facilities identified in a timely manner.

11.2.6 Easements

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Underground Distribution Facilities Installation Agreement, the Applicant shall provide to FPL and record, at no cost to FPL, all easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by FPL to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Distribution Facilities Installation Agreement entered into between the Applicant and FPL. Before FPL will commence construction, those rights of way and easements, contained within the boundaries of a development for which the underground electric distribution facilities are to be installed for new service, shall be staked to show property corners and survey control points, graded to within six inches of final grade, with soil stabilized, and also staked to show the final grade along the easement.

11.2.7 Early Notification and Coordination

In order for FPL to provide service when requested, it is necessary that the Applicant notify FPL during the early stages of major project planning. In matters requiring new service extensions close coordination is necessary throughout the planning and construction stages by FPL, the architect, the builder, the subcontractors and the consulting engineer to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various subgrade installations of the several utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant being responsible for any additional costs incurred by FPL as a result of said failure.

11.2.8 Changes to Plans, Layout or Grade

The Applicant shall pay for any additional costs incurred by FPL due to changes in the development layout or final grade made by the Applicant subsequent to the development layout or final grade information supplied to FPL for the preparation of the binding cost estimate.

11.2.9 Location of Distribution Facilities

Underground distribution facilities will be located, as determined by FPL, to maximize their accessibility for maintenance and operation. Where construction is for the purpose of new service the Applicant shall provide accessible locations for meters when the design of a building or its appurtenances limit perpetual accessibility for reading, testing, or making necessary repairs and adjustments.

11.2.10 Other Terms and Conditions

Through the execution of the Underground Distribution Facilities Installation Agreement found at Tariff Sheet Nos. 9.700, 9.701 and 9.702, the Applicant agrees to the following:

a) The Applicant shall be responsible for all restoration of, repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities;

(Continued on Sheet No. 6.220)

(Continued from Sheet No. 6.210)

(b) subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Applicant shall indemnify FPL from any claim, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities arising from or brought as a result of the installation of underground distribution facilities;

(c) the Applicant shall clear easements provided to FPL of trees, tree stumps and other obstructions that conflict with construction or installation of underground distribution facilities in a timely manner consistent with FPL's construction schedule.

11.2.11 Type of System Provided
An underground distribution system will be provided in accordance with FPL's current design and construction standards.

11.2.12 Design and Ownership
FPL will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under these Rules will not convey to the Applicant any rights of ownership or right to specify FPL facilities utilized to provide service. The Applicant may, subject to a contractual agreement with FPL, construct and install all or a portion of the underground distribution facilities provided that:

a) such work meets FPL's construction standards;

b) FPL will own and maintain the completed distribution facilities;

c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;

d) the Applicant agrees to pay FPL's current applicable hourly rate for engineering personnel for all time spent reviewing and inspecting the Applicants work done; and

e) the Applicant agrees to rectify any deficiencies found by FPL prior to the connection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to FPL's distribution system. Furthermore, the deficiencies must be corrected in a timely manner or FPL shall perform the construction using overhead facilities and the Applicant will be responsible for paying the cost of installing the overhead facilities and the cost of their removal before the corrected underground facilities will be connected.

FLORIDA POWER & LIGHT COMPANY

Eighth Revised Sheet No. 6.300
Cancels Seventh Revised Sheet No. 6.300

INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTIONFACILITIES FOR THE CONVERSION OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES

SECTION 12.1 DEFINITIONS

APPLICANT - Any person, corporation, or entity capable of complying with the requirements of this tariff that has made a written request for underground electric distribution facilities in accordance with this tariff.

CONVERSION - Any installation of underground electric distribution facilities where the underground facilities will be substituted for existing overhead electric distribution facilities, including relocations.

CONTRIBUTION-IN-AID-OF-CONSTRUCTION (CIAC) – The CIAC to be paid by an Applicant under this tariff section shall be the result of the following formula:

CIAC =

1) The estimated cost to install the requested underground facilities;
\+ 2) The estimated cost to remove the existing overhead facilities;[a]
\+ 3) The net book value of the existing overhead facilities; [a]
\- 4) The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the "Hypothetical Overhead Facilities");
\- 5) The estimated salvage value of the existing overhead facilities to be removed; [a]
\+ 6) The 30-year net present value of the estimated non-storm underground v. overhead operational costs differential,
\- 7) The 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC")[b].

[a] In calculating the Applicant's CIAC, elements 2, 3, and 5 of the CIAC formula above are to be excluded from CIAC due from an applicant who submits an application providing a binding notification that said applicant intends to convert existing non-hardened overhead distribution facilities to underground distribution facilities.

[b] Lines 6 & 7 will be combined to calculate a per mile credit.

DISTRIBUTION SYSTEM - Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

SERVICE FACILITIES - The entire length of conductors between the distribution source, including any conduit and or risers at a pole or other structure or from transformers, from which only one point of service will result, and the first point of connection to the service entrance conductors at a weather head, in a terminal, or meter box outside the building wall; the terminal or meter box; and the meter.

(Continued on Sheet No. 6.301)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 6.301
Cancels Original Sheet No. 6.301

(Continued from Sheet No. 6.300)

SECTION 12.2 GENERAL

12.2.1 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will be substituted for existing overhead electric distribution facilities. Any person, corporation, or entity capable of complying with the requirements of this tariff may submit a request as follows. Requests shall be in writing and must specify in detail the overhead electric distribution facilities to be converted or the area to be served by underground electric distribution facilities in lieu of presently existing overhead electric distribution facilities serving said area. Upon receipt of a written request, FPL will determine the feasibility of converting the existing facilities, any necessary revisions to this written request, and the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount.

12.2.2 Contribution-in-Aid-Of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, FPL shall prepare a binding cost estimate specifying the contribution in aid of construction (CIAC) required for the installation of the requested underground distribution facilities, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with an Underground Facilities Conversion Agreement. The CIAC amount to be collected pursuant to a binding cost estimate from an Applicant shall not be increased by more than 10 percent of the binding cost estimate to account for actual costs incurred in excess of the binding cost estimate. However, the CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into an Underground Facilities Conversion Agreement and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by FPL.

(Continued on Sheet No. 6.310)

(Continued from Sheet No. 6.301)

12.2.3 Non-Refundable Deposits

The non-refundable deposit for a binding cost estimate for conversion to a direct buried cable in conduit underground electric distribution system shall be determined by multiplying the number of pole line feet of existing overhead electric distribution facilities to be converted by $1.20. The deposit must be paid to FPL to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of an Underground Facilities Conversion Agreement. If the request for underground electric distribution facilities involves the conversion of less than 250 pole line feet of existing overhead facilities, then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply.

12.2.4 Non-Binding Cost Estimates

Any person, corporation, or entity may request a non-binding cost estimate free of charge. The non-binding cost estimate shall be an order of magnitude estimate to assist the requestor in determining whether to go forward with a binding cost estimate. An Underground Facilities Conversion Agreement may not be executed on the basis of a non-binding cost estimate.

12.2.5 Underground Facilities Conversion Agreement

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720. The applicable Agreement must be executed and the CIAC paid by the Applicant within 180 days of the delivery of the binding cost estimate to the Applicant. Failure to execute the applicable Agreement and pay the CIAC specified in the Agreement within the 180 day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause FPL may extend the 180 day time limit. Upon execution of the Underground Facilities Conversion Agreement, payment in full of the CIAC specified in the binding cost estimate, and compliance with the requirements of this tariff, FPL shall proceed to convert the facilities identified in a timely manner. However, new service extensions, maintenance and reliability projects, and service restorations shall take precedence over facilities conversions.

12.2.6 Simultaneous Conversion of Other Pole Licensees

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Underground Facilities Conversion Agreement the Applicant shall have executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide FPL with an executed copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensees will coordinate their conversion with FPL and other licensees in a timely manner so as to not create unnecessary delays. Failure to present FPL with executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversion Agreement entered into between the Applicant and FPL.

12.2.7 Easements

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Underground Facilities Conversion Agreement the Applicant shall provide FPL, at no cost to FPL, all easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by FPL to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after the delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversion Agreement entered into between the Applicant and FPL.

(Continued on Sheet No. 6.320)

(Continued from Sheet No. 6.310)

12.2.8 Affected Customer Services

The Applicant shall be responsible for the costs associated with any modifications to the service facilities of customers affected by the conversion of FPL distribution facilities which are made necessary as a result of the conversion. The Applicant shall be responsible for arranging the conversion of affected residential overhead customer service facilities by providing, at no cost to FPL:

a) any necessary rearranging of the customer's existing electric service entrance facilities to accommodate an underground service lateral through the use of a licensed electrical contractor, in accordance with all local ordinances, codes, and FPL specifications; and

b) a suitable trench, install FPL provided conduit according to FPL specifications to a point designated by FPL, and perform the backfilling and any landscape, pavement or other similar repairs

FPL shall be responsible for the installation of the service lateral cable, the cost of which shall be included in the Applicant's binding cost estimate. In the event a customer does not allow the Applicant to convert the customer's affected overhead services, or the Applicant fails to comply with the above requirements in a timely manner consistent with FPL's conversion construction schedule, then the Applicant shall pay FPL, in addition to the CIAC specified in the binding cost estimate, the costs associated with maintaining service to said customer through an overhead service drop. The cost for maintaining an overhead service drop from an underground system shall be:

a) the sum of $789 for residential dwellings containing less than five individual units; or,

b) the estimated cost to maintain service for residential dwellings containing five or more individual units.

For existing residential underground service laterals affected by a conversion the Applicant shall be responsible for the trenching, backfilling and any landscape, pavement or other similar repairs and installation of FPL provided conduit, according to FPL specifications, necessary to bring existing underground service laterals of affected customers to an FPL designated handhole or transformer. FPL will install the necessary cable, the cost of which shall be included in the binding cost estimate. However, in the event that a customer owned service lateral fails on connection to the underground distribution system the customer will be responsible for the replacement of their service lateral or compliance with section 10.5 of FPL's tariff.

The Applicant's responsibilities for modifications to the service facilities of non-residential customers affected by the conversion of FPL distribution facilities which are made necessary as a result of the conversion will be specified in an attachment to any Underground Facilities Conversion Agreement.

12.2.9 Other Terms and Conditions

Through the execution of the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720 set forth in this tariff at Sheet No. 9.725 the Applicant agrees to the following:

a) The Applicant shall be responsible for all restoration of, repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities and the removal of FPL's overhead distribution facilities;

b) subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Applicant shall indemnify FPL from any claim, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, to remove existing facilities or to accommodate the installation of underground distribution facilities arising from or brought as a result of the installation of underground distribution facilities;

c) the Applicant shall clear easements provided to FPL of trees, tree stumps and other obstructions that conflict with construction or installation of underground distribution facilities in a timely manner consistent with FPL's construction schedule.

(Continued on Sheet No. 6.330)

(Continued from Sheet No. 6.320)

12.2.10 Type of System Provided
An underground distribution system will be provided in accordance with FPL's current design and construction standards.

12.2.11 Design and Ownership
FPL will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. The Applicant may, subject to a contractual agreement with FPL, construct and install all or a portion of the underground distribution facilities provided that:

a) such work meets FPL's construction standards;

b) FPL will own and maintain the completed distribution facilities;

c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;

d) the Applicant agrees to pay FPL's current applicable hourly rate for engineering personnel for all time spent for (i) reviewing and inspecting the Applicant's work done, and (ii) developing any separate cost estimate(s) that are either requested by the Applicant to reflect only FPL's portion of the work or are required by FPL to reflect both the Applicant's and FPL's portions of the work pursuant to an Underground Facilities Conversion Agreement; and

e) the Applicant agrees to rectify any deficiencies found by FPL prior to the connection of any Customers to the underground electric distribution system and the removal of the overhead electric distribution facilities.

12.2.12 Relocation
Where underground electric facilities are requested as part of, or for the purpose of, relocation, the requirements of this tariff shall apply. As applicable, the Underground Facilities Conversion Agreement shall be executed as an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this tariff, the tariff shall control. Furthermore, where the regulations of the Federal or State Department of Transportation (DOT) prevent pre-payment of deposits and other conversion costs, the Federal or State DOT may pay the CIAC after the work has been performed.

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 6.400
Cancels Second Revised Sheet No. 6.400

SUPPLEMENT TO GENERAL RULES AND REGULATIONS FOR THE INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTIONFACILITIES TO SERVE SMALL GENERAL SERVICE/INDUSTRIAL CUSTOMERS

SECTION 13.1 DEFINITIONS

The following words and terms, when used in Section 13 shall have the meaning indicated:

APPLICANT - Any person, partnership, association, corporation, or governmental agency that applies for the installation of underground distribution facilities to serve the electrical requirements of a new general service/industrial building.

BUILDING - Any structure designed for general service/industrial application.

CABLE IN CONDUIT SYSTEM - Underground distribution system where all underground primary, secondary, service and street light conductors are installed in direct buried conduit. Other facilities associated with cable in conduit, such as transformers, may be above ground.

COMMISSION - The Florida Public Service Commission.

COMPANY - The Florida Power & Light Company. (FPL)

DISTRIBUTION SYSTEM - Electric service facilities consisting of primary and secondary conductors, service laterals, conduits, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

FEEDER MAIN – A three-phase primary installation, including switches, which serves as a source for primary laterals and loops through suitable overcurrent devices.

FINAL GRADE - The ultimate elevation of the ground, paved or unpaved, which will prevail in a tract of land.

LOOP - An Underground Primary Lateral having two sources of feed at the primary level.

OVERHEAD SYSTEM - Distribution system consisting of primary, secondary and service conductors and aerial transformers supported by poles.

POINT OF DELIVERY - The point where the Company's wires or apparatus are connected to those of the Customer. See Section 13.2.10.

PRIMARY LATERAL - That part of the electric distribution system whose function is to conduct electricity at the primary level from the feeder main to the transformers serving the secondary street mains. It usually consists of one, two or three conductors of insulated cable in conduit, together with necessary accessory equipment for supporting, terminating and disconnecting from the primary mains by a fusible element.

RADIAL- An Underground Primary Lateral having one source of feed at the primary level.

UNDERGROUND SERVICE FACILITIES - The entire length of underground service conductors and associated equipment from the Applicant's property line to the designated point of delivery.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

SECTION 13.2 UNDERGROUND DISTRIBUTION FACILITIES TO SMALL GENERAL SERVICE/INDUSTRIAL CUSTOMERS

13.2.1 Application

This tariff section applies to all requests for Underground Service Facilities made by small general service/industrial Applicants for new service as is specified below:

a) Must be a new general service/industrial installation served by transformer sizes of 100 KVA or less for single or two phase and 300 KVA or less for three phase; and

b) Must be installed on the Applicant's property beginning at a point along the Applicant's property line and terminating at the Company's designated point of delivery.

The application of this tariff is in addition to and supplements the Company's other rules regarding extensions of facilities for service. An additional contribution-in-aid-of-construction may be required by those rules for extensions or installations of facilities necessary to accommodate a request for Underground Service Facilities made under this section.

13.2.2 Early Notification and Coordination

In order for the Company to provide service when required, it is necessary that the Applicant notify the Company during the early stages of planning projects. Close coordination is necessary throughout the planning and construction stages by the Company, the architect, the builder, the subcontractors and the consulting engineer to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various subgrade installations of the several utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant paying any additional costs incurred by the Company as a result of said failure.

13.2.3 Changes to Plans, Layout or Grade

The Applicant shall pay for any additional costs imposed on the Company by Applicant due to changes made in the development layout or final grade subsequent to an agreement. These costs include, but are not limited to, engineering design, administration and relocation expenses.

13.2.4 Type of System Provided

The costs quoted in these rules are for underground distribution primary/secondary conductors in direct buried conduit with above-grade appurtenances of standard Company design, excluding throwover service. Throwover service availability and its cost are determined by the Company on an individual basis. Unless otherwise stated, service will be provided at single or two-phase 120/240 volts or, where available, three phase 120/208 volts or 277/480 volts.

13.2.5 Design and Ownership

The Company will design, install, own and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under the provisions of these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service.

(Continued on Sheet No. 6.510)

(Continued from Sheet No. 6.500)

13.2.6 Rights of Way and Easements

The Applicant shall record and furnish satisfactory rights of way and easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, as required by and at no cost to the Company prior to the Company initiating construction. Before the Company will start construction, these rights of way and easements must be cleared by the Applicant of trees, tree stumps and other obstructions that conflict with construction, staked to show property corners and survey control points, and graded to within six inches of final grade, with soil stabilized. In addition, the Applicant shall provide stakes showing final grade along the easement. Such clearing and grading must be maintained by the Applicant during construction by the utility.

13.2.7 Contribution and Credits

The Applicant shall pay the required contribution upon receipt of written notification from the Company. No utility construction shall commence prior to execution of the Underground Distribution Facilities Installation Agreement set forth in Tariff Sheet Nos. 9.700, 9.701 and 9.702 and payment in full of the entire contribution. Where, by mutual agreement, the Applicant performs any of the work normally performed by the Company, the Applicant shall receive a credit for such work in accordance with the credit amounts contained herein, provided that the work is in accordance with Company specifications. Such credits shall not exceed the total differential costs. The credit will be granted after the work has been inspected by the Company and, in the case of Applicant-installed conduit, after the Company pulls all applicable conductors.

13.2.8 Location of Distribution Facilities

Underground distribution facilities will be located, as determined by the Company, to maximize their accessibility for maintenance and operation. The Applicant shall provide accessible locations for meters and transformers when the design of a general service/industrial building or its appurtenances limit perpetual accessibility for reading, testing, or making necessary repairs and adjustments.

13.2.9 Special Conditions

The costs quoted in these rules are based on conditions which permit employment of rapid construction techniques. The Applicant shall be responsible for necessary additional hand digging expenses other than what is normally provided by the Company. The Applicant is responsible for clearing, compacting, stump removal, paving, and addressing other special conditions. Should paving, grass, landscaping or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching and backfilling and be responsible for restoration of property damaged to accommodate the installation of underground facilities.

13.2.10 Point of Delivery

The point of delivery shall be determined by the Company, but normally will be at or near the part of the building nearest the point at which the Company's electric supply is available to the property. When a location for a point of delivery different from that designated by the Company is requested by the Applicant and approved by the Company, the Applicant shall pay the estimated full cost of the primary/secondary lateral length, including labor and materials, required in excess of that which would have been needed to reach the Company's designated point of delivery. Any redesignation requested by the Applicant shall conform to good safety and construction practices as determined by the Company. Laterals shall be installed, where possible, in a direct line to the point of delivery.

13.2.11 Location of Meter and Raceway

The Applicant shall install a meter trough at the point designated by the Company and a raceway to accept the service lateral conductors if needed. Both will be installed in accordance with the Company's specifications.

(Continued on Sheet No. 6.520)

FLORIDA POWER & LIGHT COMPANY

Thirteenth Revised Sheet No. 6.520
Cancels Twelfth Revised Sheet No. 6.520

(Continued from Sheet No. 6.510)

13.2.12 Contribution by Applicant

The Applicant shall pay the Company the average differential cost between installing overhead and underground distribution facilities based on the following:

a) Primary lateral, riser (if from overhead termination point), pad mounted transformer and trench with cable-in-conduit not to exceed 150 feet in radials and 300 feet in loops.

From Existing	Applicant's Contribution From Overhead Termination Point	Applicant's Contribution Underground Termination
1) Single phase radial	$0.00	$0.00
2) Two phase radial	$0.00	$0.00
3) Three phase radial (150 KVA)	$0.00	$0.00
4) Three phase radial (300 KVA)	$0.00	$0.00
5) Single phase loop	$0.00	$0.00
6) Two phase loop	$0.00	$0.00
7) Three phase loop (150 KVA)	$0.00	$0.00
8) Three phase loop (300 KVA)	$0.00	$0.00

b) Secondary riser and lateral, excluding handhole or junction box, with connection to Applicant's service cables no greater than 20 feet from Company riser pole.

1) Small single phase	$699.54
2) Large single phase	$1,712.34
3) Small three phase	$1,018.46
4) Large three phase	$2,425.76

c) FPL service cable installed in customer provided and customer installed 2" PVC (for main line switch size limited to 60 amps for 120V, 2 wire service, or 125 amps for 120/240v, 3 wire service) where customer's meter can is at least 5 feet and no more than 100 feet from the FPL pole.

	120v 60 amp 2 wire service	120/240v 125 3 wire service
1) Installed on a wood pole - accessible locations	$537.81	$481.67
2) Installed on a wood pole - inaccessible locations	$617.62	$548.84
3) Installed on a concrete pole - accessible locations	$605.35	$549.22

d) Handholes and Padmounted Secondary Junction Box, excluding connections.

1) Handhole

a. Small - per handhole	$333.27
b. Intermediate - per handhole	$428.96
c. Large - per handhole	$1,338.15

2) Pad Mounted secondary Junction Box – per box $3,978.16

3) Pad Mounted secondary Junction Cabinet, used when electrical loads exceed the capacity of the secondary junction box (above) or when the number of the service conductors exceed the capacity of the pad mounted transformer. This charge is only applicable if the majority of the customer's service conductor diameter is less than 500 MCM.

Per cabinet (includes connecting up to 12 sets of conductor)	$13,219.40
Tapping service conductors (if more than 12 sets) – per set	$91.76

(Continued on Sheet No. 6.530)

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Effective: August 31, 2023

FLORIDA POWER & LIGHT COMPANY

Thirteenth Revised Sheet No. 6.530
Cancels Twelfth Revised Sheet No. 6.530

(Continued from Sheet No. 6.520)

e) Primary splice box including splices and cable pulling set-up.

1) Single Phase - per box	$1,963.54
2) Two Phase - per box	$2,562.44
3) Three Phase - per box	$2,790.06

f) Additional installation charge for underground primary laterals including trench and cable-in-conduit which exceed the limits set in 13.2.12 a).

1) Single Phase - per foot	$3.95
2) Two Phase - per foot	$8.87
3) Three Phase - per foot	$7.90

g) Additional installation charge for underground primary laterals including trench and cable-in-conduit extended beyond the Company designated point of delivery to a remote point of delivery.

1) Single Phase - per foot	$12.67
2) Two Phase - per foot	$20.26
3) Three Phase - per foot	$22.48

h) The above costs are based upon arrangements that will permit serving the local underground distribution system within the general service/industrial development from overhead feeder mains. If feeder mains within the general service/industrial development are deemed necessary by the company to provide and/or maintain adequate service and are required by the Applicant or a governmental agency to be installed underground, the Applicant shall pay the company the average differential cost between such underground feeder mains within the general service/industrial development and equivalent overhead feeder mains, as follows:

	Applicant's Contribution
Cost per foot of feeder trench within the general service/industrial development (excluding switches)	$32.72
Cost per above ground padmounted switch package	$43,680.63

i) The Company will provide one standby/assistance appointment at no additional charge to the Applicant adding new or additional load to assist with installation of the Applicant's conductors and conduit(s) into a padmounted transformer, pedestal or vault (not to exceed four hours in duration) during normal hours of operation. Additional appointments will be provided upon request, at the Applicant's expense.

(Continued on Sheet 6.540)

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FLORIDA POWER & LIGHT COMPANY

Ninth Revised Sheet No. 6.540
Cancels Eighth Revised Sheet No. 6.540

(Continued from Sheet No. 6.530)

13.2.13 Contribution Adjustments

a) Credits will be allowed to the Applicant's contribution in Section 13.2.12. where, by mutual agreement, the Applicant provides trenching and backfilling for the Company's facilities.

	Credit to the Applicant's Contribution
1) Credit per foot of primary trench	$4.64
2) Credit per foot of secondary trench	$3.68

b) Credits will be allowed to the Applicant's contribution in section 13.2.12. where, by mutual agreement, the Applicant installs Company-provided conduit per Company instructions.

1) Credit per foot of 2" conduit	$0.80
2) Credit per foot of larger than 2" conduit	$1.12

c) Credit will be allowed to the Applicant's contribution in Section 13.2.12. where, by mutual agreement, the Applicant installs a Company-provided handhole per Company instructions,

1) Credit per large handhole/primary splice box	$310.50
2) Credit per small handhole	$81.63

d) Credit will be allowed to the Applicant's contribution in Section 13.2.12. where, by mutual agreement, the Applicant installs a Company-provided concrete pad for a pad-mounted transformer or pad-mounted capacitor bank per Company instructions,

Credit per pad	$80.03

e) Credit will be allowed to the Applicant's contribution in Section 13.2.12. where, by mutual agreement, the Applicant installs Company-provided concrete pad for a pad-mounted feeder switch chamber per Company instructions,

Credit per pad	$753.84

f) Credit will be allowed to the Applicant's contribution in Section 13.2.12. where, by mutual agreement, the Applicant installs Company-provided concrete pad for a feeder splice box per Company instructions,

Credit per splice box	$886.68

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FLORIDA POWER & LIGHT COMPANY

Eighth Revised Sheet No. 7.010
Cancels Seventh Revised Sheet No. 7.010

COMMUNITIES SERVED

ALACHUA
Hawthorne
Waldo
Unincorporated – Alachua

BAKER
Glen Saint Mary
Macclenny
Olustee
Sanderson
Unincorporated – Baker

BAY*
Panama City
Panama City Beach
City of Lynn Haven
City of Springfield
City of Callaway
City of Parker

Unincorporated - Bay

BRADFORD
Hampton
Lawtey
Starke
Unincorporated - Bradford

BREVARD
Angel City
Bellwood
Canova Beach
Cape Canaveral
Cocoa
Cocoa Beach
Courtenay
Eau Gallie
Frontenac
Grant – Valkaria
Indianlantic
Indian Harbour Beach
Indian River City
June Park
Malabar
Melbourne
Melbourne Beach
Melbourne Village
Merritt Island
Micco
Mims
Palm Bay
Palm Shores
Pineda
Port Saint John
Rockledge

BREVARD (CONT'D)
Satellite Beach
Scottsmoor
Sharpes
Titusville
Turnbull
West Melbourne
Unincorporated – Brevard

BROWARD
Broadview Park
Browardale
Coconut Creek
Collier Manor
Cooper City
Coral Springs
Cresthaven
Dania Beach
Davie
Deerfield Beach
Fern Crest Village
Ft. Lauderdale
Hacienda Village
Hallandale Beach
Hillsboro Beach
Hollywood
Kendall Green
Lake Forest
Lakeview
Lauderdale-by-the-Sea
Lauderdale Lakes
Lauderhill
Lazy Lake
Lighthouse Point
Margate
Melrose Park
Miramar
North Andrews Garden
North Lauderdale
Oakland Park
Parkland
Pembroke Park
Pembroke Pines
Pine Island Ridge
Plantation
Pompano Beach
Pompano Beach Highlands
Pompano Park
Riverland
Sea Ranch Lakes
Southwest Ranches
Sunrise
Tamarac
Washington Park
West Hollywood

BROWARD (CONT'D)
West Park
Weston
Wilton Manors
Unincorporated – Broward

CHARLOTTE
Boca Grande
Charlotte Beach
Charlotte Harbor
Charlotte Park
Cleveland
Grove City
Harbour Heights
Manasota Key
Murdock
Placida
Port Charlotte
Punta Gorda
Rotonda
Solana
South Punta Gorda Heights
Unincorporated – Charlotte

CLAY
Highland
Kingsley
Penney Farms
Unincorporated – Charlotte

COLLIER
East Naples
Golden Gate
Lely
Naples
Naples Manor
Naples Park
North Naples
Palm River
Unincorporated – Collier

COLUMBIA
Five Points
Lake City
Watertown
Unincorporated – Columbia

DESOTO
Arcadia
Fort Ogden
Hull
Nocatee
Unincorporated – DeSoto

DUVAL
Jacksonville

ESCAMBIA*
City of Pensacola
City of Century
Unincorporated - Escambia

FLAGLER
Beverly Beach
Bunnell
Dinner Island
Dupont
Espanola
Favoretta
Flagler Beach
Korona
Marineland
Palm Coast
Roy
Unincorporated – Flagler

GLADES
Buckhead Ridge
Unincorporated – Glades

HARDEE
Gardner
Unincorporated – Hardee

HENDRY
Denaud
Harlem
La Belle
Port La Belle
Unincorporated – Hendry

HIGHLANDS
Brighton
Unincorporated – Highlands

HOLMES*
Bonifay
Ponce de Leon
Unincorporated - Holmes

INDIAN RIVER
Fellsmere
Florida Ridge
Indian River Shores

Orchid
Oslo
Roseland
Sebastian

(Continued on Sheet No. 7.020)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Ninth Revised Sheet No. 7.020
Cancels Eighth Revised Sheet No. 7.020

COMMUNITIES SERVED

INDIAN RIVER (CONT'D)
Vero Beach
Wabasso
Winter Beach
Unincorporated – Indian River

JACKSON*

City of Graceville
Campbellton
Unincorporated - Jackson

LEE
Alva
Boca Grande
Bonita Springs
Coconut
Cypress Lake
Estero
Forest Island Park
Fort Myers
Fort Myers Beach
Fort Myers Shores
Fort Myers Villas
Iona
McGregor
Morse Shores
Page Park
Pine Manor
Punta Rassa
San Carlos Park
Tice
Villas
Whiskey Creek
Unincorporated – Lee

MANATEE
Anna Maria
Bayshore Gardens
Bradenton
Bradenton Beach
Cortez
Ellenton
Holmes Beach
Longboat Key – Manatee
Memphis
Palmetto
Parmalee
Parrish
Piney Point
Rubonia
Samoset

MANATEE (CONT'D)
South Bradenton
Tallevast
Verna
West Bradenton
West Samoset
Witfield
Unincorporated - Manatee

MARTIN
Gomez
Hobe Sound
Indiantown
Jensen Beach
Jupiter Island
North River Shores
Ocean Breeze
Palm City
Port Mayaca
Port Salerno
Port Sewall Rio
Sewall's Point
Stuart
Unincorporated – Martin

MIAMI DADE
Andover
Adventura
Bal Harbour
Bay Harbor Islands
Biscayne Park
Brownsville
Bunche Park
Carol City
Coral Gables
Coral Terrace Country Club
Cutler
Cutler Bay
Cutler Ridge
Doral
El Portal
Florida City
Gladeview
Glenvar Heights
Golden Beach
Golden Glades
Goulds
Hammocks
Hialeah
Hialeah Gardens
Homestead
Indian Creek Village
Ives Estates
Kendale Lakes

MIAMI DADE (CONT'D)
Kendall
Key Biscayne

Lake Lucerne
Lakes by the Bay
Leisure City
Lindgren Acres
Ludlam
Medley
Miami
Miami Beach
Miami Gardens
Miami Lakes
Miami Shores
Miami Springs
Naranja
Norland
North Bay Village
North Miami
North Miami Beach
Ojus
Olympia Heights
Opa-Locka
Palmetto Bay
Palmetto Estates
Pennsuco
Perrine
Pinecrest
Pinewood
Princeton
Richmond Heights
Scott Lakes
South Miami
South Miami Heights
Sunny Isles
Sunset
Surfside
Sweetwater
Tamiami
Virginia Gardens
West Little River
West Miami
Westchester
Westview
Unincorporated - Miami Dade

MONROE
Flamingo
Unincorporated - Monroe

NASSAU
Becker
Bryceville

NASSAU (CONT'D)
Callahan
Hilliard
Italia
Ratliff
Yulee
Unincorporated - Nassau

OKALOOSA*
City of Fort Walton
City of Crestview
City of Mary Esther
City of Destin
Cinco Bayou
Laurel Hill
Niceville
Shalimar
Valparaiso
Unincorporated - Okaloosa

OKEECHOBEE
Cypress Quarters
Fort Drum
Okeechobee
Taylor Creek
Unincorporated - Okeechobee

ORANGE
Unincorporated - Orange

OSCEOLA
Unincorporated - Osceola

PALM BEACH
Aberdeen
Atlantis
Belle Glade
Belle Glade Camp
Boca Del Mar
Boca Pointe
Belle Glade
Camp Boca Del Mar
Boca Pointe
Boca Raton
Boca West
Boynton Beach
Briny Breezes
Canal Point
Century Village
Cloud Lake
Country Club Trail
Cypress Lakes
Delray Beach
Glen Ridge

(Continued on Sheet No. 7.030)

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Effective:

FLORIDA POWER & LIGHT COMPANY

Tenth Revised Sheet No. 7.030
Cancels Ninth Revised Sheet No. 7.030

COMMUNITIES SERVED

PALM BEACH (CONT'D)
Golden Lakes
Golf
Golfview
Greenacres
Gulf Stream
Hamptons at Boca Raton
Haverhill
High Point
Highland Beach
Hypoluxo
Juno Beach
Jupiter
Jupiter Inlet Colony
Kings Point
Lake Clarke Shores
Lake Park
Lakeside Green
Lantana
Loxahatchee Groves
Mangonia Park
Mission Bay
North Palm Beach
Ocean Ridge
Okeelanta
Pahokee
Palm Beach
Palm Beach Gardens
Palm Beach Shores
Palm Springs
Rainbow Lakes
Riviera Beach
Royal Palm Beach
Sandlefoot Cove
South Bay
South Palm Beach
Sun Valley
Tequesta
Villages of Oriole
Wellington
West Palm Beach
Whisper Walk
Unincorporated - Palm Beach

PUTNAM
Crescent City
East Palatka
Interlachen
Lundy Palatka
Pomona Park
Satsuma
Welaka
Unincorporated - Putnam

SANTA ROSA*
City of Milton
City of Gulf Breeze
Unincorporated - Santa Rosa

SARASOTA
Bee Ridge
Desoto Lakes
Englewood
Fruitville
Gulf Gate Estates
Kensington Park
Lake Sarasota
Laurel
Longboat Key - Sarasota
Nokomis
North Port
Osprey
Ridge Wood Heights
Sarasota
Sarasota Beach
Sarasota Springs
Siesta Key
South Gate Ridge
South Sarasota
South Venice
Southgate
The Meadows
Vamo
Venice
Venice Gardens
Warm Mineral Springs
Unincorporated - Sarasota

SEMINOLE
Chuluota
Geneva
Lake Mary
Lake Monroe
Sanford
Summer Haven
Unincorporated - Seminole

ST. JOHNS
Armstrong
Butler Beach
College Park
Crescent Beach
Durbin
Hastings
Hilden
St. Augustine
St. Augustine Beach
St. Augustine Shores
South Ponte
Vedra Beach
Vermont Heights
Villano Beach
Yelvington
Unincorporated - St. Johns

ST. LUCIE
Ankona
Indian River Estates
Lakewood Park
Port St. Lucie
River Park
Walton
White City
Unincorporated – St. Lucie

SUWANNEE
Houston
Live Oak
Wellborn
Unincorporated - Suwannee

UNION
Lake Butler
Raiford
Unincorporated - Union

VOLUSIA
Allandale
Ariel
Daytona Beach
Daytona Beach Shores
Edgewater
Holly Hill
Maytown
Oak Hill
Ormond Beach
Ormond-by-the-Sea
Osteen
Ponce Inlet
Port Orange
South Daytona
Unincorporated - Volusia

WALTON*
City of DeFuniak Springs
Paxton
Unincorporated - Walton

WASHINGTON*
Caryville
Chipley
Vernon
Unincorporated - Washington

Rates are subject to the limitations stated in the AVAILABILITY section of their corresponding tariff sheets. Rates are available to all communities served with the following exceptions:.

*Transition Rider Credit (Sheet No. 8.030.2) is not available/applicable to communities served in the following counties: Bay, Escambia, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington.

*Transition Rider Charge (Sheet No. 8.030.3) is only available/applicable to communities served in the following counties: Bay, Escambia, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington.

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FLORIDA POWER & LIGHT COMPANY

Sixty-Seventh Revised Sheet No. 8.010
Cancels Sixty-Sixth Revised Sheet No. 8.010

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FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.011
Cancels Original Sheet No. 8.011

RATE SCHEDULE	DESCRIPTION	SHEET NO.
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FLORIDA POWER & LIGHT COMPANY

Sixty-Ninth Revised Sheet No.8.030
Cancels Sixty-Eight Revised Sheet No.8.030

BILLING ADJUSTMENTS

The following charges are applied to the Monthly Rate of each rate schedule as indicated and are calculated in accordance with the formula specified by the Florida Public Service Commission.

RATE	FUEL			CONSERVATION		CAPACITY		ENVIRON-MENTAL	STORM PROTECTION	
SCHEDULE	¢/kWh	¢/kWh	¢/kWh	¢/kW	$/kW	¢/kWh	$/kW	¢/kWh	¢/kWh	$/kW
	Levelized	On-Peak	Off-Peak							
RS-1, RS-1 w/ RTR-1 1st 1,000 kWh	2.408			0.138		0.103		0.361	0.810	
RS-1, RS-1 w/ RTR-1 all addn kWh	3.408			0.138		0.103		0.361	0.810	
RS-1 w/RTR-1 All kWh		0.356	(0.153)	0.138		0.103		0.361	0.810	
GS-1	2.718			0.127		0.092		0.324	0.730	
GST-1		3.074	2.565	0.127		0.092		0.324	0.730	
GSD-1, GSD-1EV, GSD-1 w/SDTR (Jan – May)(Oct – Dec)	2.718				0.45		0.32	0.295		1.42
GSD-1 w/SDTR (Jun-Sept)		3.101	2.669		0.45		0.32	0.295		1.42
GSDT-1, HLFT-1 GSDT-1w/SDTR (Jan – May)(Oct – Dec)		3.074	2.565		0.45		0.32	0.295		1.42
GSDT-1 w/SDTR (Jun-Sept)		3.101	2.669		0.45		0.32	0.295		1.42
GSLD-1, CS-1, GSLD-1EV, GSLD-1w/SDTR (Jan – May)(Oct – Dec)	2.715				0.51		0.35	0.269		1.44
GSLD-1 w/SDTR (Jun-Sept)		3.097	2.666		0.51		0.35	0.269		1.44
GSLDT-1, CST-1, HLFT-2, GSLDT-1 w/SDTR (Jan–May & Oct– Dec)		3.071	2.562		0.51		0.35	0.269		1.44
GSLDT-1 w/SDTR (Jun-Sept)		3.097	2.666		0.51		0.35	0.269		1.44
GSLD-2, CS-2, GSLD-2 w/SDTR (Jan – May)(Oct – Dec)	2.694				0.51		0.35	0.256		1.32
GSLD-2 w/SDTR (Jun-Sept)		3.074	2.646		0.51		0.35	0.256		1.32
GSLDT-2, CST-2, HLFT-3, GSLDT-2 w/SDTR (Jan – May)(Oct – Dec)		3.048	2.543		0.51		0.35	0.256		1.32
GSLDT-2 w/SDTR (Jun-Sept)		3.074	2.646		0.51		0.35	0.256		1.32
GSLD-3, CS-3	2.637				0.52		0.35	0.230		0.16
GSLDT-3, CST-3		2.983	2.489		0.52		0.35	0.230		0.16

(Continued on Sheet No. 8.030.1)

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Effective: February 1, 2025

FLORIDA POWER & LIGHT COMPANY

Forty-Fifth Revised Sheet No.8.030.1
Cancels Forty-Fourth Revised Sheet No.8.030.1

(Continued from Sheet No. 8.030)

BILLING ADJUSTMENTS(Continued)

RATE	FUEL			CONSERVATION			CAPACITY			ENVIRON-MENTAL	STORM PROTECTION		
SCHEDULE	¢/kWh	¢/kWh	¢/kWh	¢/kWh	$/kW	$/kW	¢/kWh	$/kW	$/kW	¢/kWh	¢/kWh	$/kW	$/kW
	Levelized	On-Peak	Off-Peak										
OS-2	2.694			0.074			0.041			0.194	2.199		
MET	2.694				0.44			0.30		0.275		1.60	
CILC-1(G)		3.074	2.565		0.54			0.36		0.245		1.34	
CILC-1(D)		3.049	2.544		0.54			0.36		0.245		1.34	
CILC-1(T)		2.983	2.489		0.54			0.36		0.228		0.17	
SL-1,OL-1, RL-1, PL-1/SL-1M, LT-1.OS I/II	2.647			0.039			0.007			0.049	0.558		
SL-2, GSCU-1/SL- 2M	2.718			0.099			0.065			0.233	0.683		
					RDC	DDC		RDC	DDC			RDC	DDC
SST-1(T)		2.983	2.489		0.06	0.03		0.04	0.02	0.237		0.02	0.01
SST-1(D1)		3.074	2.565		0.06	0.03		0.05	0.02	0.753		0.23	0.10
SST-1(D2)		3.071	2.562		0.06	0.03		0.05	0.02	0.753		0.23	0.10
SST-1(D3)		3.048	2.543		0.06	0.03		0.05	0.02	0.753		0.23	0.10
ISST-1(D)		3.049	2.544		0.06	0.03		0.05	0.02	0.753		0.23	0.10
ISST-1(T)		2.983	2.489		0.06	0.03		0.04	0.02	0.237		0.02	0.01

(Continued on Sheet No. 8.030.2)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: February 1, 2025

FLORIDA POWER & LIGHT COMPANY

Sixth Revised Sheet No. 8.030.2
Cancels Fifth Revised Sheet No. 8.030.2

(Continued from Sheet No. 8.030.1)

TRANSITION RIDER CREDIT

The following charges shall be applied to the Monthly Rate of each rate schedule as indicated and were calculated in accordance with the formula approved by the Florida Public Service Commission. The Transition Rider Credit is applicable to all accounts within the service area previously served by FPL prior to January 1, 2022. It shall be applied monthly beginning January 1 through and including December 31 for a period of five years as specified below:

Rate Schedule	2022		2023		2024		2025		2026	
	¢/kWh	$/kW	¢/kWh	$/kW	¢/kWh	$/kW	¢/kWh	$/kW	¢/kWh	$/kW
ALL KWH -- RS-1, RTR-1	(0.198)		(0.158)		(0.119)		(0.079)		(0.040)	
GS-1, GST-1	(0.157)		(0.126)		(0.094)		(0.063)		(0.031)	
GSD-1, GSD-1EV, GSDT-1, HLFT-1, SDTR-1		(0.61)		(0.49)		(0.37)		(0.24)		(0.12)
GSLD-1, GSLD-1EV GSLDT-1, CS-1, CST-1, HLFT-2, SDTR-2		(0.60)		(0.48)		(0.36)		(0.24)		(0.12)
GSLD-2, GSLDT-2, CS-2, CST-2, HLFT-3, SDTR-3		(0.57)		(0.46)		(0.34)		(0.23)		(0.11)
GSLD-3, GSLDT-3, CS-3, CST-3		(0.52)		(0.42)		(0.31)		(0.21)		(0.10)
OS-2	(0.273)		(0.218)		(0.164)		(0.109)		(0.055)	
MET		(0.58)		(0.46)		(0.35)		(0.23)		(0.12)
CILC-1(G)		(0.58)		(0.46)		(0.35)		(0.23)		(0.12)
CILC-1(D)		(0.58)		(0.46)		(0.35)		(0.23)		(0.12)
CILC-1(T)		(0.51)		(0.41)		(0.31)		(0.20)		(0.10)
SL-1, SL-1M, PL-1, LT-1	(0.518)		(0.414)		(0.311)		(0.207)		(0.104)	
OL-1, RL-1	(0.518)		(0.414)		(0.311)		(0.207)		(0.104)	
SL-2, SL-2M, GSCU-1	(0.161)		(0.129)		(0.097)		(0.064)		(0.032)	
	RDC	DDC	RDC	DDC	RDC	DDC	RDC	DDC	RDC	DDC
	$/kW	$/kW	$/kW	$/kW	$/kW	$/kW	$/kW	$/kW	$/kW	$/kW
SST-1(T), ISST-1(T)	(0.08)	(0.04)	(0.06)	(0.03)	(0.05)	(0.02)	(0.03)	(0.02)	(0.02)	(0.01)
SST-1(D1), SST-1(D2) SST-1(D3), ISST-1(D)	(0.08)	(0.04)	(0.06)	(0.03)	(0.05)	(0.02)	(0.03)	(0.02)	(0.02)	(0.01)

(Continued on Sheet No. 8.030.3)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 8.030.3
Cancels Second Revised Sheet No. 8.030.3

(Continued from Sheet No. 8.030.2)

TRANSITION RIDER CHARGE

The following charges are applied to the Monthly Rate of each rate schedule as indicated and were calculated in accordance with the formula approved by the Florida Public Service Commission. The Transition Rider Charge is applicable to all accounts within the service area previously served by Gulf Power. It shall be applied monthly beginning January 1 through and including December 31 for a period of five years as specified below:

Rate Schedule	2022		2023		2024		2025		2026	
	¢/kWh	$/kW	¢/kWh	$/kW	¢/kWh	$/kW	¢/kWh	$/kW	¢/kWh	$/kW
ALL KWH -- RS-1, RTR-1	2.106		1.685		1.264		0.842		0.421	
GS-1, GST-1	2.425		1.940		1.455		0.970		0.485	
GSD-1, GSD-1EV, GSDT-1, HLFT-1, SDTR-1	1.616		1.293		0.970		0.647		0.323	
GSLD-1, GSLD-1EV, GSLDT-1, CS-1, CST-1, HLFT-2, SDTR-2		5.67		4.54		3.40		2.27		1.13
GSLD-2, GSLDT-2, CS-2, CST-2, HLFT-3, SDTR-3		6.60		5.28		3.96		2.64		1.32
GSLD-3, GSLDT-3, CS-3, CST-3		4.92		3.93		2.95		1.97		0.98
OS-2	1.636		1.309		0.982		0.655		0.327	
CILC-1(G)		5.59		4.47		3.36		2.24		1.12
CILC-1(D)		5.59		4.47		3.36		2.24		1.12
CILC-1(T)		4.92		3.93		2.95		1.97		0.98
SL-1, SL-1M, PL-1, LT-1	2.876		2.301		1.726		1.150		0.575	
OL-1, RL-1	2.876		2.301		1.726		1.150		0.575	
OS I/II	2.876		2.301		1.726		1.150		0.575	
SL-2, SL-2M, GSCU-1	2.876		2.301		1.726		1.150		0.575	
	RDC	DDC	RDC	DDC	RDC	DDC	RDC	DDC	RDC	DDC
	$/kW	$/kW	$/kW	$/kW	$/kW	$/kW	$/kW	$/kW	$/kW	$/kW
SST-1(T), ISST-1(T)	0.84	0.40	0.67	0.32	0.50	0.24	0.34	0.16	0.17	0.08
SST-1(D1), SST-1(D2) SST-1(D3), ISST-1(D)	0.84	0.40	0.67	0.32	0.50	0.24	0.34	0.16	0.17	0.08

(Continued on Sheet No. 8.030.7)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: January 1, 2025

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 8.030.7
Cancels Fourth Revised Sheet No. 8.030.7

(Continued from Sheet No. 8.030.3)

2025 INTERIM STORM RESTORATION RECOVERY

APPLICATION:

The Interim Storm Restoration Recovery Surcharge is designed to recover incremental storm-related costs incurred by the Company related to Hurricanes Debby, Helene, and Milton. The factor is applicable to the Energy Charge under FPL's various rate schedules.

Rate Schedule	¢/kWh
ALL KWH - RS-1, RTR-1	1.202
GS-1, GST-1	1.118
GSD-1, GSD-1EV, GSDT-1, HLFT-1, SDTR-1	0.545
GSLD-1, GSLD-1EV, GSLDT-1, CS-1, CST-1, HLFT-2, SDTR-2	0.522
GSLD-2, GSLDT-2, CS-2, CST-2, HLFT-3, SDTR-3	0.397
GSLD-3, GSLDT-3, CS-3, CST-3	0.024
OL-1	5.035
OS-2	1.436
SL-1, PL-1, LT-1, OS I/II	2.072
SL-1M	1.089
SL-2	0.598
SL-2M	2.800
SST-1(T), ISST-1(T)	0.021
SST-1(D1), SST-1(D2), SST-1(D3), ISST-1(D)	2.552
CILC-1(D)	0.394
CILC-1(G)	0.513
CILC-1(T)	0.024
MET	0.540
GSCU-1	2.509

(Continued on Sheet No. 8.031)

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FLORIDA POWER & LIGHT COMPANY

Eighth Revised Sheet No. 8.031
Cancels Seventh Revised Sheet No. 8.031

(Continued from Sheet No. 8.030.7)

FUEL COST AND PURCHASE POWER RECOVERY CLAUSE (FUEL):

The monthly charge of each rate schedule shall be rounded to the nearest 0.001¢ per kilowatt-hour of sales to reflect the recovery of costs of fossil and nuclear fuels and purchased power (excluding capacity payments) for each kilowatt-hour delivered, including other adjustments. Fuel Costs and Purchased Power Recovery Factors are normally calculated annually, for the billing period of January through December and are adjusted to incorporate changes in costs from one period to the next.

ENERGY CONSERVATION COST RECOVERY CLAUSE (CONSERVATION):

The monthly charge of each rate schedule shall be rounded to the nearest 0.001¢ per kilowatt-hour of sales to reflect the recovery of conservation related expenditures by the Company. The Company shall record both projected and actual expenses and revenues associated with the implementation of the Company's Energy Conservation Plan as authorized by the Commission. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in Commission Rule 25-17.015, F.A.C. Energy Conservation Cost Recovery Factors are normally developed annually, for the billing period of January through December and are adjusted to incorporate changes in costs from one period to the next.

For non-demand rate schedules, the Energy Conservation Cost Recovery Charge shall be applied to the customer's total kWh. For Demand rate schedules (other than those listed below), the Energy Conservation Cost Recovery Charge shall be applied consistent with the Base Demand Charge or On-Peak Demand Charge as specified by the rate schedule. For Rate Schedule CILC-1, the Energy Conservation Cost Recovery Charge shall be applied to the customer's On-Peak demand. For Rate Schedules SST-1 and ISST-1, the Conservation Reservation Demand Charge (RDC) and Daily Demand Charge (DDC) shall be applied to the On-Peak Standby Demand and the Contract Standby Demand as described in sections (2) and (3) of Demand Charge for each rate schedule.

CAPACITY PAYMENT RECOVERY CLAUSE (CAPACITY):

The monthly charge of each rate schedule shall be rounded to the nearest 0.001¢ per kilowatt-hour of sales or $0.01 per kilowatt of demand to reflect the recovery of capacity costs of purchased power, including other adjustments. Capacity Payment Recovery Factors are normally calculated annually, for the billing period of January through December and are adjusted to incorporate changes in costs from one period to the next.

For non-demand rate schedules, the Capacity Payment Charge shall be applied to the customer's total kWh. For Demand rate schedules (other than those listed below), the Capacity Payment Charge shall be applied consistent with the Base Demand Charge or On-Peak Demand Charge as specified by the rate schedule. For Rate Schedule CILC-1, the Capacity Payment Charge shall be applied to the customer's On-peak demand. For Rate Schedules SST-1 and ISST-1, the Capacity Reservation Demand Charge (RDC) and Daily Demand Charge (DDC) shall be applied to the On-Peak Standby Demand and the Contract Standby Demand as described in sections (2) and (3) of Demand Charge for each rate schedule.

ENVIRONMENTAL COST RECOVERY CLAUSE (ENVIRONMENTAL):

The monthly charge of each rate schedule shall be rounded to the nearest 0.001¢ per kilowatt-hour of sales to reflect the recovery of environmental compliance costs as approved by the Florida Public Service Commission. The Environmental Cost Recovery Factor is normally calculated annually, for the billing period of January through December and are adjusted to incorporate changes in costs from one period to the next.

STORM PROTECTION PLAN:

The monthly charge of each rate schedule shall be rounded to the nearest 0.001¢ per kilowatt-hour of sales or $0.01 per kilowatt of demand to reflect the recovery of Storm Protection costs. Storm Protection Plan Factors are normally calculated annually, for the billing period of January through December and are adjusted to incorporate changes in costs from one period to the next.

For non-demand rate schedules, the Storm Protection Plan Charge shall be applied to the customer's total kWh. For Demand rate schedules (other than those listed below), the Storm Protection Plan Charge shall be applied consistent with the Base Demand Charge or On-Peak Demand Charge as specified by the rate schedule. For Rate Schedule CILC-1, the Storm Protection Plan Charge shall be applied to the customer's On-Peak demand. For Rate Schedules SST-1 and ISST-1, the Storm Protection Plan Reservation Demand Charge (SPPRDC) and Storm Protection Plan Daily Demand Charge (SPPDDC) shall be applied to the On-Peak Standby Demand and the Contract Standby Demand as described in sections (2) and (3) of Demand Charge for each rate schedule.

(Continued on Sheet No. 8.032)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: January 1, 2025

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 8.032
Cancels Third Revised Sheet No. 8.032

(Continued from Sheet No. 8.031)

FRANCHISE FEE CLAUSE:

The Monthly Rate of each rate schedule is increased by the specified percentage factor for each franchise area as set forth in the Franchise Fee Factors which are incorporated by reference as part of this clause and as filed with the Florida Public Service Commission. This percentage factor shall be applied after other appropriate adjustments.

TAX ADJUSTMENTCLAUSE:

The Tax Adjustment Clause shall be applied to the Monthly Rate of each filed rate schedule as indicated with reference to adjustment.

Plus or minus the applicable proportionate part of any taxes and assessments imposed by any governmental authority below or in excess of those in effect on the effective date hereof, which are assessed on the basis of the number of meters; the number of customers; the price of electric energy or service sold; revenues from electric energy or service sold; or, the volume of energy generated or purchased for sale or sold.

Such taxes and assessments are to be reflected on the bills of only those customers within the jurisdiction of the governmental authority imposing the taxes and assessments.

POWER FACTOR CLAUSE:

The Power Factor Clause shall be applied to the Monthly Rate of each rate schedule containing a specified Demand charge. The Customer's utilization equipment shall not result in a power factor at the point of delivery of less than 85% lagging at the time of maximum demand. Should this power factor be less than 85% lagging during any month, the Company may adjust the readings taken to determine the Demand by multiplying the kW obtained through such readings by 85% and by dividing the result by the power factor actually established at the time of maximum demand during the current month. Such adjusted readings shall be used in determining theDemand.

TRANSITION RIDER:

The applicable monthly credit or charge of each rate schedule shall be rounded to the nearest 0.001¢ per kilowatt-hour of sales or $0.01 per kilowatt of demand to account for Florida Power & Light Company's and Gulf Power Company's system cost differential prior to January 1, 2022. The Transition Rider rates are set to be effective for the billing period of January through December and ratably adjusted on an annual basis for a 5-year term.

For non-demand rate schedules, the applicable monthly credit or charge rates shall be applied to the customer's total kWh. For Demand rate schedules (unless otherwise specified), the Transition Rider credit or charge shall be applied consistent with the Base Demand Charge or On-Peak Demand Charge as specified by the rate schedule. For Rate Schedule CILC-1, the Transition Rider credit or charge shall be applied to the customer's On-Peak demand. For Rate Schedules SST-1 and ISST-1, the Transition Rider Reservation Demand credit or charge (RDC) and Daily Demand credit or charge (DDC) shall be applied to the On-Peak Standby Demand and the Contract Standby Demand as described in sections (2) and (3) of Demand Charge for each rate schedule.

Issued by: Tiffany Cohen, Executive Director, Rate Development & Strategy
Effective: July 1, 2023

FLORIDA POWER & LIGHT COMPANY

Sixtieth Revised Sheet No. 8.101
Cancels Fifty-Ninth Revised Sheet No.8.101

GENERAL SERVICE - NON DEMAND

RATE SCHEDULE: GS-1

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose with a demand of less than 25 kW.

SERVICE:

Single phase, 60 hertz and at any available standard distribution voltage. Three phase service will be provided without additional charge unless the Company's line extension policy is applicable thereto. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge: $14.20

Non-Fuel Energy Charges:
Base Energy Charge 8.039¢ per kWh

Additional Charges:
General Service Load Management Program (if applicable), See Sheet No. 8.109
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: $30.00

Non-Metered Accounts: A Base Charge of $7.12 will apply to those accounts which are billed on an estimated basis and, at the Company's option, do not have an installed meter for measuring electric service. The minimum charge shall be $7.12.

SPECIAL PROVISIONS:
Energy used by commonly owned facilities of condominium, cooperative and homeowners' associations may qualify for the residential rate schedule as set forth on Sheet No. 8.211, Rider CU.

TERM OF SERVICE:

Not less than one (1) billing period.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Forty-Eighth Revised Sheet No. 8.103
Cancels Forty-Seventh Revised Sheet No. 8.103

GENERAL SERVICE - NON DEMAND - TIME OF USE
(OPTIONAL)

RATE SCHEDULE: GST-1

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose with a demand of less than 25 kW. This is an optional rate available to General Service - Non Demand customers upon request subject to availability of meters.

SERVICE:

Single phase, 60 hertz and at any available standard distribution voltage. Three phase service will be provided without additional charge unless the Company's line extension policy is applicable thereto. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge: $14.20

Non-Fuel Energy Charges:	On-Peak Period	Off-Peak Period
Base Energy Charge	14.906¢ per kWh	5.086¢ per kWh

Additional Charges:
General Service Load Management Program (if applicable), See Sheet No. 8.109
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: $30.00

Initial service under this rate schedule shall begin on the first scheduled meter reading date following the installation of the time of use meter.

RATING PERIODS:

On-Peak:
November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ET to 10 a.m. ET and 6 p.m. ET to 10 p.m. ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ET to 9 p.m. ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:
All other hours.

(Continued on Sheet No. 8.104)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Sixth Revised Sheet No. 8.104
Cancels Fifth Revised Sheet No. 8.104

(Continued from Sheet No. 8.103)

TERM OF SERVICE:

Not less than one year.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

Fifty-Fourth Revised Sheet No. 8.105
Cancels Fifty-Third Revised Sheet No. 8.105

FLORIDA POWER & LIGHT COMPANY

GENERAL SERVICE DEMAND

RATE SCHEDULE: GSD-1

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose with a measured Demand of at least 25 kW and less than 500 kW. Customers with a Demand of less than 25 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 25 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge:	$33.71
Demand Charges:	
Base Demand Charge	$12.70 per kW
Non-Fuel Energy Charges:	
Base Energy Charge	2.825¢ per kWh

Additional Charges:
General Service Load Management Program (if applicable), See Sheet No. 8.109
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand less than 25 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 25 kW times the Base Demand Charge; therefore the minimum charge is $351.21.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER &LIGHT COMPANY

Second Revised Sheet No. 8.106
Cancels First Revised Sheet No. 8.106

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE RIDER TO GENERAL SERVICE DEMAND
(OPTIONAL)

RATE SCHEDULE: GSD-1EV

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for the purpose of general service or industrial public electric vehicle charging with a measured Demand greater than or equal to 25 kW and less than 500 kW. Eligible charging installations must be accessible to the public for general service or general use.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises for electric vehicle charging will be furnished through a dedicated meter.

MONTHLY RATE:

All rates and charges under Rate Schedule GSD-1 shall apply.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor. In no month shall the billed demand be greater than the value in kW determined by dividing the kWh sales for the billing month by 75 hours per month.

TERM OF SERVICE:

Not less than one year.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Forty-Ninth Revised Sheet No.8.107
Cancels Forty-Eighth Revised SheetNo.8.107

GENERAL SERVICE DEMAND - TIME OF USE

(OPTIONAL)

RATE SCHEDULE: GSDT-1

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose with a measured Demand of at least 25 kW and less than 500 kW. Customers with Demands of less than 25 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 25 kW. This is an optional rate available to General Service Demand customers upon request subject to availability of meters.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge:	$33.71	
Demand Charges:		
Base Demand Charge	$11.90 per kW of Demand occurring during the On-Peak period.	
Maximum Demand Charge	$0.79 per kW of Maximum Demand.	
Non-Fuel Energy Charges:	On-Peak Period	Off-Peak Period
Base Energy Charge	6.019¢ per kWh	1.524¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 25 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 25 kW times the Base Demand Charge, therefore the minimum charge is $331.21.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ET to 10 a.m. ET and 6 p.m. ET to 10 p.m. ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ET to 9 p.m. ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.108)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 8.108
Cancels Fourth Revised Sheet No. 8.108

(Continued from Sheet No. 8.107)

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

MAXIMUM DEMAND:

Maximum Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

Sixth Revised Sheet No. 8.109
Cancels Fifth Revised Sheet No. 8.109

GENERAL SERVICE LOAD MANAGEMENT PROGRAM
(BUSINESS ON CALL® PROGRAM)

RATE SCHEDULE: BOC

AVAILABLE:

Available only within the geographic areas served by the Company's Load Management system.

APPLICATION:

To customers receiving service under Rate Schedules GS-1 and GSD-1 who elect to participate in this program, who utilize direct expansion central electric air conditioning and have operating hours that include 3 p.m. ET to 6 p.m. ET a minimum of four weekdays per week.

SERVICE:

The same as specified in Rate Schedules GS-1 and GSD-1.

LIMITATION OF SERVICE:

The same as specified in Rate Schedules GS-1 and GSD-1. Central electric air conditioning equipment shall be interrupted at the option of the Company by means of load management equipment installed at the participant's premises.

MONTHLY BILL CREDIT:

Participants receiving service under this schedule will receive a Monthly Bill Credit of $2.00 per ton of air conditioning for the months of April – October. The air conditioning tonnage will be calculated by dividing the nameplate BTU rating by 12,000 BTUs per ton. The tonnage will then be rounded to the nearest half-ton to calculate the monthly credit amount.

The total Monthly Bill Credit shall not exceed 40 percent of the applicable Rate Schedules GS-1 or GSD-1 non-fuel energy and (where applicable) Base Demand Charges actually incurred for the month and no credit will be applied to reduce the minimum bill specified on Rate Schedules GS-1 or GSD-1.

INTERRUPTION SCHEDULE:

The participant's central electric air conditioning equipment may be interrupted for 15 minutes during any 30-minute period with a cumulative interruption time of up to 180 minutes per day. If this is unable to provide sufficient demand reduction to avert an emergency situation, the equipment interruption may be interrupted for 17.5 minutes during any 30-minute period with a cumulative interruption time of up to 210 minutes per day.

The limitations on interruptions shall not apply during emergencies on the Company's system or to interruptions that occur as a result of: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; or (e) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure. The Company at its discretion may also perform interruptions for readiness testing purposes.

(Continued on Sheet No. 8.110)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 8.110
Cancels First Revised Sheet No. 8.110

(Continued from Sheet No. 8.109)

TERM OF SERVICE:

A participant may discontinue service under this Rate Schedule by giving the Company seven (7) days advance notice. If the participant requests to be removed from the program, then the participant will be ineligible to re-participate again in the program for one year (12 months) from the time participation ended.

SPECIAL PROVISIONS:

1. The Company shall not install load management equipment if the installation cannot be economically justified for reasons such as: excessive installation costs, oversized/undersized cooling equipment, abnormal utilization of equipment (including limited occupancy locations), or poorly maintained equipment.

2. Billing under this schedule will commence upon the installation and completion of the required inspections of the load management equipment.

3. If a participant has multiple units of central air conditioning equipment, then all must be connected with load management equipment to qualify for the Monthly Bill Credit. In such circumstances, total tons of cooling equipment will be used to determine the total Monthly Bill Credit.

4. Installation of the Company's load management equipment in the participant's facility is the sole responsibility of a licensed, independent contractor or Company representative. The participant agrees that the Company will not be liable for any damages or injuries that may occur as a result of the interruption or restoration of electric service pursuant to the terms of this Rate Schedule.

5. If the Company determines that the participant no longer uses the equipment signed up for the Program, or the equipment is disconnected or not communicating, then the Company shall discontinue service under this schedule and has the right, at the Company's sole discretion, to remove the associated load management equipment.

6. The participant is required to give the Company and the licensed, independent contractor reasonable access for installing, maintaining, testing and removing the Company's load management equipment, and for verifying that the equipment effectively controls the participant's equipment as intended by this Rate Schedule. Failure to provide access will result in the termination of participation until such access is granted.

7. If the Company determines that the effect of equipment interruptions has been offset by the participant's use of supplementary or alternative electrical equipment, then service under this schedule may be discontinued and the participant may be billed for all prior Monthly Bill Credits received by the participant from an established date upon which supplementary or alternative electrical equipment was used. If such a date cannot be established, then rebilling shall be for the Monthly Bill Credits received by the participant for the lesser of the number of months receiving service under this Rate Schedule or the previous twelve (12) months. The participant will be ineligible to participant in the program for twelve (12) months from the time their participation was terminated.

8. If the Company determines that its load management equipment on the participant's premises has been rendered ineffective by the use of mechanical, electrical or other devices, disconnection or other intentional actions ("tampering") by the participant, then the Company may discontinue their participation in the program and bill for all expenses involved in removal of the load management equipment, plus applicable investigative charges. The Company may rebill all prior Monthly Bill Credits received by the participant from an established tampering date. If such a date cannot be established, then rebilling shall be for the Monthly Bill Credits received by the participant for the lesser of the number of months receiving service under this Rate Schedule or the previous twelve (12) months. If the Company terminates the participant, then they will be ineligible to participate in the program for twelve (12) months from the time their participation was terminated.

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: July 7, 2020

FLORIDA POWER & LIGHT COMPANY

Thirteenth Revised Sheet No. 8.120
Cancels Twelfth Revised Sheet No. 8.120

NON-STANDARD METER RIDER – NSMR
(OPTIONAL)

RIDER: NSMR

AVAILABLE:
In all areas served.

APPLICATION:
This Rider is available to customers who elect non-standard non-communicating meter service in lieu of the standard communicating smart meter service ("Opt-Out Customer"). This is an optional Rider available to customers served under a standard or optional rate schedule for which a communicating smart meter is the standard meter service. Customers who fail to provide reasonable access to premises, to permit replacement of the non-standard non-communicating meter with a standard communicating smart meter, or otherwise prevent replacement of the non-standard non-communicating meter with a standard communicating smart meter shall be deemed to have elected to take service under Rider NSMR, provided they are not prohibited from doing so pursuant to the "Limitation of Service" provision of this NSMR. Service under this schedule shall be provided with a non-communicating meter of the Company's choice.

SERVICE:
The same as that specified in the Opt-Out Customer's otherwise applicable rate schedule.

LIMITATION OF SERVICE:
This Rider is available to customers who have not tampered with the electric meter service or used service in a fraudulent or unauthorized manner. Additionally, any Customer who has refused or currently refuses to provide safe and reasonable access to their premises to FPL, its employee, or its authorized agents, or has committed an act of violence or threatened an act of violence against FPL, its employee, or its authorized agents, will be barred from initially electing to take service pursuant to this Rider. Any Customer currently taking service pursuant to this Rider who tampers with the electric meter or uses service in a fraudulent or unauthorized manner, refuses to provide safe and reasonable access to their premises to FPL, its employee, or its authorized agents, commits an act of violence or threatens an act of violence against FPL, its employee, or its authorized agents, will no longer be eligible to take service pursuant to this Rider.

CHARGES:
All charges and provisions of the Opt-Out Customer's otherwise applicable rate schedule shall apply. In addition, customers who elect service under this Rider will be charged an Enrollment Fee and a recurring Monthly Surcharge. The Enrollment Fee consists of an initial lump sum payment.

Enrollment Fee: $89.00
Monthly Surcharge: $13.00

TERM OF SERVICE:
Not less than one (1) billing period.

SPECIAL PROVISIONS:
Customers otherwise eligible at premises where FPL has intended to deploy smart meters who have not received a smart meter and have (a) actively enrolled in the NSMR program during the enrollment period or (b) not actively enrolled in the NSMR program during the enrollment period and have been deemed to have elected to take the non-standard service under the optional rate, will have a grace period of 45 days following the initial billing of NSMR charges to contact FPL requesting cancellation of service under NSMR and accept installation of a standard communicating meter. NSMR charges that have been billed (Enrollment Fee and Monthly Surcharge) will be waived after installation of the standard communicating meter.

A replacement for a non-standard meter may not be readily available should one require maintenance. Service under this Rider may require the temporary installation of a standard communicating meter in order to maintain electric service to the premise. Under normal operating conditions the use of a temporary standard meter should not exceed one full billing period. If the customer who is taking service pursuant to the NSMR tariff is required to have the standard meter for more than one full billing cycle, FPL will suspend the Monthly Surcharge until a non–standard meter is installed.

Customers taking service under this Rider relocating to a new premise who wish to continue service under NSMR are required to request new service under the Rider including payment of the Enrollment Fee at the new premise. Customers who cancel service under this Rider and then later re-enroll for this service at any location would also be required to submit another Enrollment Fee.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.120.1**

(Continued from Sheet No. 8.120)

RULES AND REGULATIONS:
Service under this Rider 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

Twenty-Seventh Revised Sheet No. 8.122
Cancels Twenty-Sixth Revised Sheet No. 8.122

GENERAL SERVICE CONSTANT USAGE

RATE SCHEDULE: GSCU-1

AVAILABLE:

In all areas served.

APPLICATION:

Available to General Service-Non Demand customers that maintain a relatively constant kWh usage, and a demand of less than 25 kW. Eligibility is restricted to General Service customers whose Maximum kWh Per Service Day, over the current and prior 23 months, is within 5% of their average monthly kWh per service days calculated over the same 24-month period, excluding months where a Customer's usage was estimated due to storms. This is an optional Rate Schedule available to General Service customers upon request.

SERVICE:

Single phase, 60 hertz and at any available standard distribution voltage. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge:	$19.25
Non-Fuel Energy Charges:	
Base Energy Charge	4.829¢ per Constant Usage kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

TERM OFSERVICE:

Not less than one (1) billing period.

DEFINITIONS:

kWh Per Service Day – the total kWh in billing month divided by the number of days in the billing month Maximum kWh Per Service Day - the highest kWh Per Service Day experienced over the current and prior 23 month billing periods excluding months where a Customer's usage was estimated due to storms.
Constant Usage kWh – the Maximum kWh Per Service Day multiplied by the number of service days in the current billing period.

(Continued on Sheet 8.123)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

First Revised Sheet No. 8.123
FLORIDA POWER & LIGHT COMPANY
Cancels Original Sheet No. 8.123

(Continued from Sheet 8.122)

SPECIAL PROVISIONS:

Should the customer's Maximum kWh Per Service Day exceed 105% of the average of the monthly kWh per service days calculated over the same 24-month period excluding months where a Customer's usage was estimated due to storms, the account will be transferred and billed under the GS-1 Rate Schedule.

RULES AND REGULATIONS:

Service under this Rate 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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Sixty-Third Revised Sheet No. 8.201
Cancels Sixty-Second Revised Sheet No. 8.201

RESIDENTIAL SERVICE

RATE SCHEDULE: RS-1

AVAILABLE:

In all areas served.

APPLICATION:

For service for all domestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately-metered non-commercial facilities of a residential Customer (i.e., garages, water pumps, etc.). Also for service to commonly-owned facilities of condominium, cooperative and homeowners' associations as set forth on Sheet No. 8.211, Rider CU.

SERVICE:

Single phase, 60 hertz at available standard distribution voltage. Three phase service may be furnished but only under special arrangements. All residential service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge:	$10.52
Non-Fuel Charges:	
Base Energy Charge:	
First 1,000 kWh	7.865¢ per kWh
All additional kWh	8.865¢ per kWh

Additional Charges:
Residential Load Management Program (if applicable), See Sheet No. 8.217
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: $30.00

TERM OF SERVICE:

Not less than one (1) billing period.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 8.202
Cancels Second Revised Sheet No. 8.202

RESIDENTIAL/COMMERCIAL FIXED RATE

RATE SCHEDULE: FLAT-1

AVAILABLE:

In all areas served.

APPLICATION:

Available to customers in good credit standing, who have valid billing information for service pursuant to either Rate Schedule RS-1 or Rate Schedule GS-1 at their current premise for the previous twelve-months, have a load profile that can be modeled with reasonable predictability, and are current on their electric service bill. This schedule is not available to customers on a temporary service.

SERVICE:

Single phase, 60 hertz at available standard distribution voltage. Three phase service may be furnished but only under special arrangements. All service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted hereunder. Customers with multiple meters on one account or who subscribe to other optional rates and riders, or who are net metering customers are not eligible. Customers may not participate in both Fixed Rate and Budget Billing.

BILL FORMULA:

Annual Bill = Estimated Annual Base Charge + {[Estimated Annual kWh X (Estimated Energy cents/kWh + Estimated Billing Adjustments cents/kWh] X (1 + Risk Adder)}

Each Customer's annual bill is specific, or unique, to that customer.

Monthly Bill = Annual Bill / 12

The Company periodically reviews the routes by which customers' meters are read to ensure they are in line with traffic patterns and efficiency goals. If a customer's neighborhood is reviewed, the date on which the customer's meter is read may change. Should this happen, the customer may see an adjustment in the Fixed Rate amount for the next billing period. This adjustment only reflects a change in the number of days in this billing period and the customer will continue to receive the customer's regular Fixed Rate amount after this adjusted billing.

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges that would be applicable for service taken under Rate Schedule RS-1 or Rate Schedule GS-1.

DEFINITIONS:

Estimated Annual Base Charge – The estimated monthly base charge for Rate Schedule RS-1 or Rate Schedule GS-1, as applicable, multiplied by 12.

Estimated Annual kWh – Customer's expected annual energy consumption is calculated based on the customer's historical metered usage adjusted for normal weather and consumption changes in customer behavior.

Estimated Energy cents/kWh – The estimated base rate energy charges for Rate Schedule RS-1 or Rate Schedule GS-1, as applicable.

Estimated Billing Adjustments cents/kWh – Estimated Billing Adjustment Clause and Storm charges for Rate Schedule RS-1 or Rate Schedule GS-1, as applicable.

(Continued on Sheet No. 8.202.1)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.202.1
Cancels Original Sheet No. 8.202.1

(Continued from Sheet No.8.202)

DEFINITIONS (Continued):

Risk Adder – The adder is used to compensate the Company for the risk associated with weather-related consumption as well as the risk associated with the non-weather impacts. This adder will not exceed 5%.

Normal Weather – Based on seasonal heating degree-days and cooling degree-days.

Applicable Removal Charges - Any difference between actual usage billed on Rate Schedule RS-1 or Rate Schedule GS-1, as applicable, and the amount collected under Fixed Rate

TERM OF CONTRACT:

Service under this schedule shall be for a period of not less than one year.

All eligible Fixed Rate offers will be updated with their previous year consumption, and contracts will automatically renew for the following year, unless the customer notifies the company otherwise.

A customer who withdraws from the program prior to the end of the 12-month contract period, Applicable Removal Charges will apply.

If a participating customer moves from their current residence before the 12 month Service Agreement period expires, Applicable Removal Charges will apply.

If a customer becomes delinquent in a Fixed Rate payment, the Company will follow standard procedures for Standard Residential Tariff customers. If the customer is disconnected for nonpayment, the customer will be removed from the Fixed Rate program and Applicable Removal Charges will apply.

The Company reserves the right to terminate the customer's Fixed Rate program Service Agreement if the customer's monthly Actual Energy kWh Usage exceeds their Estimated monthly Fixed Rate kWh Usage by at least 30% for at least three consecutive months. If the customer is removed from the Fixed Rate program due to excessive usage, Applicable Removal Charges will apply. The Company will notify the customer in advance if they are at risk of being removed from the program due to excessive usage.

Once a customer's participation in the Fixed Rate program has been terminated, Customer will not be eligible for a new Fixed Rate offer for twelve (12) months following the date of termination.

The Company shall have the discretion to waive any of the foregoing charges that would otherwise apply as a consequence of significant damage to a Fixed Rate customer's premise caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

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 scheduleshall apply.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Eighteenth Revised Sheet No. 8.203
Cancels Seventeenth Revised Sheet No. 8.203

RESIDENTIAL TIME OF USE RIDER– RTR-1
(OPTIONAL)

RATE SCHEDULE: RTR-1

AVAILABLE:

In all area s served.

APPLICATION:

For service for all domestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately- metered non-commercial facilities of a residential Customer (i.e., garages, water pumps, etc.). Also for service to commonly-owned facilities of condominium, cooperative and homeowners' associations as set forth on Sheet No. 8.211, Rider CU. Customers taking service under RTR-1 are not eligible for service under Rate Schedule ROC.

SERVICE:

Single phase, 60 hertz at available standard distribution voltage. Three phase may be supplied but only under special arrangements. All residential service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

All rates and charges under Rate Schedule RS-1 shall apply. In addition, the RTR-1 Base Energy and Fuel Charges and Credits Billing Adjustments applicable to on and off peak usage shall apply.

Base Charge:	$10.52	
RTR Base Energy: Charges/Credits:	On-Peak Period	Off-Peak Period
Base Energy Charge	14.410¢ per kWh	(6.157)¢ per kWh

Additional Charges/Credits:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: $30.00

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ET to 10 a.m. ET and 6 p.m. ET to l0 p.m. ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ET to 9 p.m. ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:
All other hours.

(Continued on Sheet No. 8.204)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 8.204
Cancels First Revised Sheet No.8.204

(Continued from Sheet No. 8.203)

TERM OF SERVICE:

Not less than one year.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 8.211
Cancels Second Revised Sheet No. 8.211

COMMON USE FACILITIES - RIDER CU

AVAILABILITY:

In all areas served.

APPLICATION:

To provide for the application of residential rates for energy used in the common elements of residential condominiums, residential cooperatives, as well as the common areas of residential homeowners' associations.

LIMITATION OF SERVICE:

The Customer must demonstrate to the Company compliance with the following criteria:

Condominium and Cooperatives:

100% of the energy is used exclusively for the co-owners' benefit.

None of the energy is used in any endeavor which sells or rents a commodity or provides a service for a fee.

Each point of service is separately metered and billed.

A responsible legal entity is established as the customer to whom the Company can render its bills, and receive payment for said service.

Homeowners' Associations:

100% of the energy is used exclusively for the member homeowners' benefit.

None of the energy is used in any endeavor which sells or rents a commodity or provides a service for a fee.

Each point of service is separately metered and billed.

A responsible legal entity is established as the customer to whom the Company can render its bills, and receive payment for said service.

Membership in the homeowners' association which controls and operates the common facilities is required as a condition of property ownership in the subdivision; and such requirement arises from restrictions of record which are set out or incorporated by reference on each member homeowner's deed.

Such restrictions require each member homeowner to pay his/her proportionate share of the costs of operating and maintaining the common facilities. This obligation to pay must be enforceable by placement of a lien on the member homeowner's property and by foreclosure for non-payment of such liens.

The homeowners associations are comprised of persons owning contiguous lots in a planned development, and the commonly owned facilities are located within the development.

RULES AND REGULATIONS:

Service under this rider 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 rider and said "General Rules and Regulations for Electric Service", the provision of this rider shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 8.213
Cancels First Revised Sheet No. 8.213

RESIDENTIAL ELECTRIC VEHICLE CHARGING SERVICES
(OPTIONAL)
(CLOSED SCHEDULE)

RATE SCHEDULE: RS-1EV

AVAILABLE:

In all areas served. This optional rate is available on a voluntary basis to residential Customers who desire an in-home electric vehicle charging service ("Service") through the installation of Company owned, operated, and maintained electric vehicle charging equipment, including a Level 2 charger ("Equipment"). This rate shall expire four years from the effective date of this program, unless extended by approval of the FPSC. Service under this rate shall continue to be provided under the terms specified in the Optional Residential Electric Vehicle Charging Agreement (RS-1EV) ("Agreement") that is in effect at such time as the rate expires. No new Agreements may be executed following the expiration of this rate.

APPLICATION:

Service is provided through the installation of Equipment by the Company at the Customer's premise in accordance with *Scope of Services set forth in the Agreement. The Customer will have the option to select a Full Installation or Equipment* Only Installation Service offering.

LIMITATION OF SERVICE:

Installation of Equipment shall be made only when, in the judgment of the Company, the location and the type of the Equipment are, and will continue to be, accessible and viable. Service shall be limited to Customers with no delinquent balances with the Company that own and reside in a single-family home or townhome with an attached garage that is a premise already being served at the RS-1 rate schedule. The Company will own, operate and maintain the Equipment for the term of the Agreement. The Company reserves the right to remotely control charging session schedules and/or curtail the energy delivered by the Equipment.

MONTHLY SERVICE PAYMENT:

The Company will design, procure, install, own, operate, and provide maintenance to the Equipment included in the Monthly Service Payment. The Monthly Service Payment under this rate is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges. The Customer will have the option to select a Full Installation or Equipment Only Installation Service offering where the corresponding installation costs are included as part of the Monthly Program Charge. The total Monthly Service Payment is equal to the sum of the fixed Monthly Program Charge + Monthly Off-Peak Energy Charge as follows:

Full Installation	2026	2027	2028	2029
Monthly Program Charge	$25.57	$25.57	$25.57	$25.57
Monthly Off-Peak Energy Charge	$19.81	$24.81	$29.81	$34.81
Total Monthly Service Payment	**$45.38**	**$50.38**	**$55.38**	**$60.38**
Equipment Only Installation				
Monthly Program Charge	$18.41	$18.41	$18.41	$18.41
Monthly Off-Peak Energy Charge	$19.81	$24.81	$29.81	$34.81
Total Monthly Service Payment	**$38.22**	**$43.22**	**$48.22**	**$53.22**

For energy used exclusively for electric vehicle charging, the following charges and rates shall apply:

EV Energy Charges/Credits:	On-Peak Period	Off-Peak Period
Energy Charge	27.067¢ per	N/A

(Continue on Sheet No. 8.214)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.214
Cancels Original Sheet No. 8.214

(Continued from Sheet No. 8.213)

RATING PERIOD:

On-Peak:
November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ET to 10 a.m. ET and 6 p.m. ET to 10 p.m. ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ET to 9 p.m. ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:
All other hours.

METERING:

Sub-metering at the Level 2 charger shall be performed thereby allowing the Company to perform the electric vehicle charging and all other usage billing calculations in accordance with the applicable monthly rates.

TERM OF SERVICE:

The term of Service will be set forth in the Agreement. At the end of the term of Service, the ownership of the Equipment shall transfer to the Customer.

PROVISIONS FOR EARLY TERMINATION:

Customer has the right to terminate the Agreement for its convenience upon written notice to Company on at least thirty (30) days prior notice. Termination fees will be assessed in accordance with the 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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.215**

RESIDENTIAL ELECTRIC VEHICLE CHARGING SERVICES

(OPTIONAL)

RATE SCHEDULE: RS-2EV

AVAILABLE:

In all areas served. This optional rate is available on a voluntary basis to residential Customers who desire an in-home electric vehicle charging service ("Service") through the installation of Company owned, operated, and maintained electric vehicle charging equipment, including a Level 2 charger ("Equipment"). Service under this rate shall continue to be provided under the terms specified in the Optional Residential Electric Vehicle Charging Agreement (RS-2EV) ("Agreement") that is in effect at such time as the rate expires.

APPLICATION:

Service is provided through the installation of Equipment by the Company at the Customer's premise in accordance with Scope of Services set forth in the Agreement. The Customer will have the option to select a Full Installation or Equipment Only Installation Service offering.

LIMITATION OF SERVICE:

Installation of Equipment shall be made only when, in the judgment of the Company, the location and the type of the Equipment are, and will continue to be, accessible and viable. Service shall be limited to Customers with no delinquent balances with the Company that own and reside in a single-family home or townhome with an attached garage that is a premise already being served at the RS-1 rate schedule. The Company will own, operate and maintain the Equipment for the term of the Agreement. The Company reserves the right to remotely control charging session schedules and/or curtail the energy delivered by the Equipment.

MONTHLY PROGRAM CHARGE:

The Company will design, procure, install, own, operate, and provide maintenance to the Equipment included in the Monthly Program Charge. The Customer will have the option to select a Full Installation or Equipment Only Installation service offering where the corresponding installation costs are included as part of the Monthly Program Charge.

	Full Installation	Equipment Only Installation
Monthly Program Charge	$36.00	$27.00

For energy used exclusively for electric vehicle charging, the following charges and rates shall apply:

	On-Peak Period	Off-Peak Period
Non-Fuel Energy Charge	22.583¢ per kWh	2.016¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

(Continue on Sheet No. 8.216)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.216**

(Continued from Sheet No. 8.215)

RATING PERIOD:

On-Peak:
November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ET to 10 a.m. ET and 6 p.m. ET to 10 p.m. ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ET to 9 p.m. ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:
All other hours.

METERING:

Sub-metering at the Level 2 charger shall be performed thereby allowing the Company to perform the electric vehicle charging and all other usage billing calculations in accordance with the applicable monthly rates.

TERM OF SERVICE:

The term of Service will be set forth in the Agreement. At the end of the term of Service, the ownership of the Equipment shall transfer to the Customer.

PROVISIONS FOR EARLY TERMINATION:

Customer has the right to terminate the Agreement for its convenience upon written notice to Company on at least thirty (30) days prior notice. Termination fees will be assessed in accordance with the 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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 8.217
Cancels Second Revised Sheet No. 8.217

RESIDENTIAL LOAD MANAGEMENT PROGRAM
(RESIDENTIAL ON CALL® PROGRAM)

RATE SCHEDULE: ROC

AVAILABLE:

Available only within the geographic areas served by the Company's Load Management System.

APPLICATION:

To customers receiving service under Rate Schedule RS-1 or RS-1/2EV who elect to participate in this program and who utilize central electric air conditioning.

The following electric appliances are eligible: central air conditioners, central space heaters, conventional electric resistance water heaters (excludes tankless/instantaneous, solar, heat pump, and heat recovery unit water heaters), and swimming pool pumps. All new program participants as of October 31, 2020 must include central electric air conditioners. If the participant's system also has a central electric heater, this must also be included. Inclusion of water heaters and swimming pool pumps is optional. Prior program participants' appliance selections and eligibility requirements remain unchanged. Participants who exit the program and later rejoin will be subject to the participation requirements in effect at that time.

This Rate Schedule is not applicable for service to commonly-owned facilities of condominium, cooperative or homeowners' associations.

LIMITATION OF SERVICE:

The same as specified in Rate Schedule RS-1. Participant's premise must be occupied for at least 9 months of the year. The participant-selected electrical appliances shall be interrupted at the option of the Company by means of load management equipment installed at the participant's premise.

TERM OF SERVICE:

A participant may change: (i) their interruption option (from Cycle to Shed only); (ii) the selection of appliances; or (iii) discontinue service under this Rate Schedule by giving the Company seven (7) days advance notice. If the participant requests to have one or more appliances removed from participation in the program, such appliance(s) will be ineligible to re-participate again for one year (12 months) from the time participation ended.

MONTHLY BILL CREDIT:

Participants receiving service under this Rate Schedule will receive a Monthly Bill Credit as follows:

Appliance	Applicability	Monthly Bill Credit
Central Electric Air Conditioner	April – October	$6.00
Central Electric Space Heater	November – March	$2.75
Conventional Electric Water Heater	Year-Round	$1.50
Swimming Pool Pump	Year-Round	$1.50
Prior Participants Only (Cycling) - Central Electric Air Conditioner	April – October	$3.00
- Central Electric Heater	November – March	$2.00

The total Monthly Bill Credit shall not exceed 40 percent of the Rate Schedule RS-1 "Base Energy Charge" actually incurred for the month (if the Budget Billing Plan is selected, actual energy charges will be utilized in the calculations, not the levelized charges) and no credit will be applied to reduce the minimum bill specified on Rate Schedule RS-1.

(Continued on Sheet No. 8.218)

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: July 1, 2025

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 8.218
Cancels Third Revised Sheet No. 8.218

(Continued from Sheet No. 8.217)

INTERRUPTION SCHEDULE:

Appliance	Interruption Schedule
Central Electric Air Conditioner	Up to 180 minutes per day
Central Electric Space Heater	Up to 180 minutes per day
Convention Electric Water Heater	Up to 240 minutes per day
Swimming Pool Pump	Up to 240 minutes per day
Prior Participants Only (Cycling Only) - Central Electric Air Conditioner	15 minutes per 30-minute period / cumulative interruption up to 180 minutes per day. If unable to provide sufficient demand reduction to avert an emergency situation, may increase to 17.5 minutes per 30-minute period / cumulative interruption up to 210 minutes per day
- Central Electric Space Heater	15 minutes per 30-minute period / cumulative interruption up to 180 minutes per day

The limitations on interruptions shall not apply during emergencies on the Company's system or to interruptions that occur as a result of: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; or (e) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure . The Company at its discretion may also perform interruptions for readiness testing purposes.

SPECIAL PROVISIONS

1. The Company shall not install load management equipment if the installation cannot be economically justified for reasons such as: excessive installation costs, oversized/undersized heating or cooling equipment or abnormal utilization of equipment; (including vacation or other limited occupancy residences).

2. Billing under this Rate Schedule will commence upon the installation and completion of required inspections of the load management equipment.

3. If a customer has multiple units of the same appliance type then at least two must be connected with load management equipment to qualify for the Monthly Bill Credit attributable to that appliance type. In such circumstances, only a single Monthly Bill Credit for that appliance type will be applied perpremise.

4. Installation of the Company's load management equipment at the participant's premise is the sole responsibility of a licensed, independent contractor or Company representative. The participant agrees that the Company shall not be liable for any damages or injuries that may occur as a result of the interruption or restoration of electric service pursuant to the terms of this Rate Schedule.

5. If the Company determines that the participant no longer uses one or more of the appliances signed up for the program, or the equipment is disconnected or not communicating, then the Company shall discontinue the associated Monthly Bill Credits and has the right, at the Company's sole discretion, to remove the associated loadmanagement equipment.

6. The participant is required to give the Company and the licensed, independent contractor reasonable access for installing, maintaining, testing and removing the Company's load management equipment, and for verifying that the equipment effectively controls the participant's appliances as intended by this Rate Schedule. Failure to provide access will result in the removal of the affected appliances from the program or full participation termination until such access isgranted.

7. If the Company determines that the effect of equipment interruptions has been offset by the participant's use of supplementary or alternative electrical equipment, then service under this Rate Schedule may be discontinued and the participant billed for all prior Monthly Bill Credits received under this Rate Schedule from an established date upon which supplementary or alternative electrical equipment was used. If such a date cannot be established, then rebilling shall be for the Monthly Bill Credits received by the participant for the lesser of the number of months receiving service under this Rate Schedule or the previous twelve (12) months. The participant will be ineligible to participate in the program for twelve (12) months from the time their participation was terminated.

8. If the Company determines that its load management equipment at the participant's premise has been rendered ineffective by mechanical, electrical or other devices, disconnection or other intentional actions ("tampering") by the participant, then the Company may discontinue their participation in the program and bill for all expenses involved in removal of the load management equipment, plus applicable investigative charges. The Company may rebill all prior Monthly Bill Credits received by the participant from an established tampering date. If such a date cannot be established, then rebilling of the Monthly Bill Credits shall be for the lesser of the number of months receiving service under this Rate Schedule or the previous twelve (12) months. If the Company terminates the participant, then they will be ineligible to participate in the program for twelve (12) months from the time their participation was terminated.

9. Participants in the HVAC Services Rider are subject to the Central Air Conditioner and Central Electric Space Heater Monthly Bill Credits and Interruption Schedule.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: July 1, 2025

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.220**

HVAC SERVICES RIDER
(OPTIONAL)

RATE SCHEDULE: HVAC

AVAILABLE:

In all areas served.

This optional rider ("Rider") is available on a voluntary basis to Customers who desire (1) the installation of Company owned, operated, and maintained HVAC equipment ("Equipment") that meets current energy efficiency codes and standards at the time of installation and (2) the receipt of billing credits for interruptible service consistent with this Rider and the Company's Residential On Call tariff (Tariff Nos. 8.217-8.218). The Rider is available to individually metered customers in owner-occupied residences receiving electric service under a rate schedule, where the customer's account is current and not on an active installment payment plan. To participate in the program, the property owner, must sign the Optional HVAC Services Agreement. Unless otherwise noted, terms of the Company's Residential On Call Program that apply to the HVAC Services Rider apply to participants of this Rider.

APPLICATION:

Service is provided through the installation of Equipment by the Company at the Customer's premise, the purpose of which is to meet the Customer's requested scope of service. To meet the service need identified by the Customer, the Company will conduct an evaluation of Customer requirements and of potential solutions. The Company and the Customer may thereafter execute a Residential HVAC Services Agreement ("Agreement") using the form of agreement approved by the Commission, which must include a description of the Equipment to be installed, the service to be performed, and the monthly charge for the service. Upon receipt of the proposed Agreement from Company, the Customer shall have no more than seven (7) days to execute the Agreement. After seven (7) days, the proposed Agreement shall be considered expired, unless extended in writing by the Company.

LIMITATION OF SERVICE:

Installation of the Equipment shall be made only when, in the judgment of the Company, the location and the type of the Equipment are, and will continue to be economical, accessible, and viable. Service shall be limited to Customers with no delinquent balances with the Company. The Company will own, operate, and maintain the Equipment for the term of the Agreement subject to the terms of the Agreement.

Services shall be limited to provision through new Equipment. By participation in this Rider, Customer agrees to allow the Company to interrupt Equipment as outlined in the Interruption Schedule of the Residential On Call Program and receive a credit for such authorization as described in the Monthly Service Payment section below.

TERM OF SERVICE:

The term of service will be specific to each HVAC Services Agreement.

MONTHLY SERVICE PAYMENT:

The Company will design, procure, install, own, operate, and maintain all Equipment included in the determination of the Monthly Service Payment. The Monthly Service Payment under this Rider is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following formula:

Monthly Service Payment = Capital Cost + Expenses

(Continue on Sheet No. 8.221)

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.221**

(Continue from Sheet No. 8.220)

In the reasonable discretion of Company, Company may (i) apply the net present value of the monthly credits available under the Company's Residential On Call Program for the Equipment as (a) a credit against the initial monthly fees of this program, or (b) an up-front credit, or (ii) utilize the monthly HVAC Services Rider credit available under the Company's Residential On Call Program as an offset against the monthly fees of this program.

WHERE:

Capital Cost shall be levelized over the term of service based upon the estimated installed cost of Equipment times a carrying cost. The carrying cost is the cost of capital, reflecting current capital structure and most recent FPSC-approved return on common equity.

Replacement cost(s) from normal wear and tear incurred during the term of Service will also be included. Any equipment installed by the Company that is not necessary to support the Equipment shall not be included in the Monthly Service Payment.

The Monthly Service Payment(s) may be adjusted, by agreement of both the Customer and the Company, to reflect the Customer's request for modifications to the Service and Equipment specified in the HVAC Services Agreement. Modifications include, but are not limited to, Equipment modifications necessitated by changes in the character of service required by the Customer, requests by the Customer for supplemental Equipment or services, or changes or increases in the Customer's facilities which will materially affect the operation of the Company's Equipment.

PROVISIONS FOR EARLY TERMINATION:

Customer has the right to terminate the Agreement for its convenience upon written notice to the Company at least ninety (90) days prior notice. Termination fees will be assessed in accordance with the HVAC Services Agreement.

RULES AND REGULATIONS:

Service under this Rider 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 Rider and said, "General Rules and Regulations for Electric Service", the provision of this Rider shall apply.

FLORIDA POWER & LIGHT COMPANY

Forty-Third Revised Sheet No. 8.310
Cancels Forty-Second Revised Sheet No. 8.310

GENERAL SERVICE LARGE DEMAND

RATE SCHEDULE: GSLD-1

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose to any Customer with a measured demand of at least 500 kW and less than 2,000 kW. Customers with demands of less than 500 kW may enter an agreement for service under this Rate Schedule based on a Demand Charge for a minimum of 500 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge:	$98.69
Demand Charges:	
Base Demand Charge	$15.12 per kW of Demand
Non-Fuel Energy Charges:	
Base Energy Charge	2.179¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is $7,658.69.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER &LIGHT COMPANY

Second Revised Sheet No. 8.311
Cancels First Revised Sheet No. 8.311

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE RIDER TO GENERAL SERVICE LARGE DEMAND
(OPTIONAL)

RATE SCHEDULE: GSLD-1EV

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for the purpose of general service or industrial public electric vehicle charging with a measured demand of 500 kW and less than 2,000 kW. Eligible charging installations must be accessible to the public for commercial or general use.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises for electric vehicle charging will be furnished through a dedicated meter.

MONTHLY RATE:

All rates and charges under Rate Schedule GSLD-1 shall apply.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor. In no month, shall the billed demand be greater than the value in kW determined by dividing the kWh sales for the billing month by 75 hours per month.

TERM OF SERVICE:

Not less than one year.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Forty-Fourth Revised Sheet No. 8.320
Cancels Forty-Third Revised Sheet No. 8.320

GENERAL SERVICE LARGE DEMAND - TIME OF USE
(OPTIONAL)

RATE SCHEDULE: GSLDT-1

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose to any Customer with a measured demand of at least 500 kW and less than 2,000 kW. Customers with demands of less than 500 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 500 kW. This is an optional rate available to General Service Large Demand customers upon request subject to availability of meters.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge:	$98.69	
Demand Charges:		
Base Demand Charge	$14.26 per kW of Demand occurring during the On-Peak period.	
Maximum Demand Charge	$0.88 per kW of Maximum Demand.	
Non-Fuel Energy Charges:	On-Peak Period	Off-Peak Period Base
Energy Charge	3.771¢ per kWh	1.572¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is $7,228.69.

RATING PERIODS:

On-Peak:
November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ET to 10 a.m. ET and 6 p.m. ET to 10 p.m. ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ET to 9 p.m. ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:
All other hours.

(Continued on Sheet No. 8.321)

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 8.321
Cancels Second Revised Sheet No. 8.321

(Continued from Sheet No. 8.320)

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

MAXIMUM DEMAND:

Maximum Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

Forty-Sixth Revised Sheet No. 8.330
Cancels Forty-Fifth Revised Sheet No. 8.330

CURTAILABLE SERVICE
(OPTIONAL)
(Closed Schedule)

RATE SCHEDULE: CS-1

AVAILABLE:

In all areas served.

APPLICATION:

For any general service or industrial Customer who qualifies for Rate Schedule GSLD-1 (500 kW - 1,999 kW), will curtail this Demand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was taking service pursuant to this schedule. Customers with demands of at least 200 kW but less than 500 kW may enter an agreement for service under this Rate Schedule based on a Demand Charge for a minimum of 500 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge:	$131.60
Demand Charges:	
Base Demand Charge	$15.12 per kW of Demand
Non-Fuel Energy Charges:	
Base Energy Charge	2.179¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is $7,691.60.

CURTAILMENT CREDITS:

A monthly credit of ($2.55) per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current Curtailment Period than the Firm Demand, the Customer will be:

1. Rebilled at $2.55/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
2. Billed a penalty charge of $4.92/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.

(Continued on Sheet No. 8.331)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Sixth Revised Sheet No. 8.331
Cancels Fifth Revised Sheet No. 8.331

(Continued from Sheet No. 8.330)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, except under the following conditions:

1. Force Majeure events, as defined in the Technical Terms and Abbreviations of the Company Tariff, which can be demonstrated to the satisfaction of the Company, or

2. maintenance of generation equipment which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or

3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the Charges for Non-Compliance of Curtailment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt-hour basis) that FPL is purchasing during that period, less the applicable fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C. If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rate Schedule.

CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

DEFINITIONS:

Non-Firm Demand
The current Demand less the amount of Firm Demand specified below.

Firm Demand
The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

CUSTOMER RESPONSIBILITY:

The Company will request the Customer to curtail their load for a one-hour period, once per year, for testing purposes on the first Wednesday in November or, if not possible, at a mutually agreeable time and date, if the Customer's load has not been successfully curtailed during a curtailment event in the previous twelve (12) months. Testing purposes include the Customer testing the curtailable portion of their load to ensure that it does not exceed their contracted firm demand level.

(Continued on Sheet No. 8.332)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No.8.332
Cancels First Revised Sheet No. 8.332

(Continued from Sheet No. 8.331)

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if:

a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or

b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or

c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.333)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

Seventeenth Revised Sheet No. 8.333
Cancels Sixteenth Revised Sheet No. 8.333

(Continued from Sheet No. 8.332)

PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtailable Rate Schedule, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Curtailment Periods which may occur before the replacement Customer(s) became available.

Charges for Early Termination:

In the event that:

a) service is terminated by the Company for any reason(s) specified in this section, or

b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service,

   i) at a different location in the Company's service area, or

   ii) under a different name or different ownership, or

   iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite three (3) years advance written notice, or

c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

then the Customer will be:

1. rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and

2. billed a penalty charge of $1.45 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER&LIGHT COMPANY

Forty-Fifth Revised Sheet No. 8.340
Cancels Forty-Fourth Revised Sheet No. 8.340

CURTAILABLE SERVICE - TIME OF USE
(OPTIONAL)
(Closed Schedule)

RATE SCHEDULE: CST-1

AVAILABLE:

In all areas served.

APPLICATION:

For any general service or industrial Customer who qualifies for Rate Schedule GSLD-1 (500 kW - 1,999 kW) will curtail this Demand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was taking service pursuant to this schedule. This is an optional Rate Schedule available to Curtailable General Service Customers upon reqnest. Customers with demands of at least 200 kW but less than 500 kW may enter an agreement for service under this Rate Schedule based on a Demand Charge for a minimum of 500 kW.

SERVICE:

Single or three phase, 60 hertz and at any available distribution standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge: $131.60

Demand Charges:
Base Demand Charge $14.26 per kW of Demand occurring during the On-Peak Period
Maximum Demand Charge $0.88 per kW of Maximum Demand

Non-Fuel Energy Charges:	On-Peak Period	Off-Peak Period
Base Energy Charge	3.771¢ per kWh	1.572¢per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is $7,261.60.

RATING PERIODS:

On-Peak:
November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ET to 10 a.m. ET and 6 p.m. ET to 10 p.m. ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ET to 9 p.m. ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:
All other hours.

(Continued on Sheet No. 8.341)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Twenty-Fourth Revised Sheet No. 8.341
Cancels Twenty-Third Revised Sheet No. 8.341

(Continued from Sheet No. 8.340)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, except under the following conditions:

1. Force Majeure events, as defined in the Technical Terms and Abbreviations of the Company Tariff, which can be demonstrated to the satisfaction of the Company, or

2. maintenance of generation equipment which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or

3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt-hour basis) that FPL is purchasing during that period, less the applicable fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C. If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rate Schedule.

CURTAILMENT CREDITS:

A monthly credit of ($2.55) per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current curtailment period than the contracted maximum demand, then the Customer will be:

1. Rebilled at $2.55/kW for the prior 36 months or the number of months since the prior curtailment period, whichever is less, and
2. Billed a penalty charge of $4.92/ kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.

CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

MAXIMUM DEMAND:

Maximum Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30- minute period of Customer's greatest use during the month as adjusted for power factor.

DEFINITIONS:

Non-Firm Demand
The current Demand less the amount of Firm Demand specified below.

Firm Demand
The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

(Continued on Sheet No. 8.342)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No.8.342
Cancels Original Sheet No. 8.342

(Continued from Sheet No. 8.341)

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if:

a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or

b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or

c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.343)

Sixteenth Revised Sheet No. 8.343
Cancels Fifteenth Revised Sheet No. 8.343

FLORIDA POWER & LIGHT COMPANY

(Continued from Sheet No. 8.342)

PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtailable Rate Schedule, then the Customer will be refunded all or pa rt of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Curtailment Periods which may occur before the replacement Customer(s) became available.

Charges for Early Termination:

In the event that:

a) service is terminated by the Company for any reason(s) specified in this section, or

b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service,

   i) at a different location in the Company's service area, or

   ii) under a different name or different ownership, or

   iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite three (3) years advance written notice, or

c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice, then the Customer will be:

   1. rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and

   2. billed a penalty charge of $1.45 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

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 ca se of conflict between any provision of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDAPOWER& LIGHT COMPANY

Thirty-Eighth Revised Sheet No. 8.412
Cancels Thirty-Seventh Revised Sheet No. 8.412

GENERAL SERVICE LARGE DEMAND

RATE SCHEDULE: GSLD-2

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose to any Customer with a measured demand of 2,000 kW or more. Customers with demands of less than 2,000 kW may enter an agreement for service under this schedule based on a demand charge for a minimum of 2,000 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge:	$286.07
Demand Charges:	
Base Demand Charge	$15.23 per kW of Demand
Non-Fuel Energy Charges:	
Base Energy Charge	1.895¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a demand of less than 2,000 kW who enter an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is $30,746.07.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30- minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER &LIGHT COMPANY **Original Sheet No. 8.413**

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE RIDER TO GENERAL SERVICE LARGE DEMAND
(OPTIONAL)

RATE SCHEDULE: GSLD-2EV

AVAILABLE:

In all areas served. Will be available to new enrollment once billing system modifications are complete.

APPLICATION:

For electric service required for the purpose of general service or industrial public electric vehicle charging with a measured demand of 2,000 kW or more. Eligible charging installations must be accessible to the public for commercial or general use.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises for electric vehicle charging will be furnished through a dedicated meter.

MONTHLY RATE:

All rates and charges under Rate Schedule GSLD-2 shall apply.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor. In no month, shall the billed demand be greater than the value in kW determined by dividing the kWh sales for the billing month by 75 hours per month.

TERM OF SERVICE:

Not less than one year.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Forty-Fourth Revised Sheet No. 8.420
Cancels Forty-Third Revised Sheet No. 8.420

GENERAL SERVICE LARGE DEMAND - TIME OF USE
(OPTIONAL)

RATE SCHEDULE: GSLDT-2

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose to any Customer who has established a measured demand of 2,000 kW or more. Customers with demands of less than 2,000 kW may enter an agreement for service under this schedule based on a demand charge for a minimum of 2,000 kW.

SERVICE:

Three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge: $286.07

Demand Charges:
Base Demand Charge $14.47 per kW of Demand occurring during the On-Peak Period
Maximum Demand Charge $0.76 per kW of Maximum Demand

Non-Fuel Energy Charges:	On-Peak Period	Off-Peak Period
Base Energy Charge	3.062¢ per kWh	1.486¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a demand of less than 2,000 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is $29,226.07.

RATING PERIODS:

On-Peak:
November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ET to 10 a.m. ET and 6 p.m. ET to 10 p.m. ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ET to 9 p.m. ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:
All other hours.

(Continued on Sheet No. 8.421)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Seventh Revised Sheet No. 8.421
Cancels Sixth Revised Sheet No. 8.421

(Continued from Sheet No. 8.420)

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

MAXIMUM DEMAND:

Maximum Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

Twenty-Eighth Revised Sheet No. 8.425
Cancels Twenty-Seventh Revised Sheet No. 8.425

HIGH LOAD FACTOR – TIME OF USE
(OPTIONAL)

RATE SCHEDULE: HLFT

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose with a measured Demand of 25 kW or more. This is an optional rate schedule available to customers otherwise served under the GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, or GSLDT-2 Rate Schedules.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Annual Maximum Demand	HLFT-1 25-499 kW	HLFT-2 500-1,999 kW	HLFT-3 2,000 kW or greater
Base Charge:	$33.71	$98.69	$286.07
Demand Charges:			
On-Peak Demand Charge	$14.96	$15.92	$15.48
Maximum Demand Charge	$3.10	$3.42	$3.30
Non-Fuel Energy Charges:			
On-Peak Period per kWh	2.435¢	1.382¢	1.202¢
Off-Peak Period perkWh	1.524¢	1.347¢	1.201¢

Additional Charges:

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum Charge: The Base Charge plus the currently effective Demand Charges.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ET to 10 a.m. ET and 6 p.m. ET to 10 p.m. ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ET to 9 p.m. ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.426)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.426
Cancels Original Sheet No. 8.426

(Continued from Sheet No. 8.425)

MAXIMUM DEMAND:

Maximum Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

ANNUAL MAXIMUM DEMAND:

Annual Maximum Demand is the highest monthly Maximum Demand recorded during the last 12 months.

ON-PEAK DEMAND:

On-Peak Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

TERM OF SERVICE:

One year from the most recent Maximum Demand that qualifies for service under this Rate Schedule.

RULES AND REGULATIONS:

Service under this Rate 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 provisions of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provisions of this Rate Schedule shall apply.

FLORIDA POWER & LIGHT COMPANY

Fortieth Revised Sheet No. 8.432
Cancels Thirty-Ninth Revised Sheet No. 8.432

CURTAILABLE SERVICE (OPTIONAL)
(Closed Schedule)

RATE SCHEDULE: CS-2

AVAILABLE:

In all areas served.

APPLICATION:

For any general service or industrial Customer who qualifies for Rate Schedule GSLD-2 (2,000 kW and above) will curtail this Demand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was taking service pursuant to this schedule. Customers with demands of less than 2,000 kW may enter an Agreement for service under this schedule based on a Demand Charge for a minimum of 2,000 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge:	$317.86
Demand Charges:	
Base Demand Charge	$15.23 per kW of Demand
Non-Fuel Energy Charges:	
Base Energy Charge	1.895¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 2,000 kW who enter an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is $30,777.86.

CURTAILMENT CREDITS:

A monthly credit of ($2.46) per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Fir m Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current period than the Firm Demand, then the Customer will be:

1. Rebilled at $2.46/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
2. Billed a penalty charge of $4.75/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the contracted Firm Demand for a Curtailment Period.

(Continued on Sheet No. 8.433)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 8.433
Cancels Fourth Revised Sheet No. 8.433

(Continued from Sheet No. 8.432)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, except under the following conditions:

1. Force Majeure events, as defined in the Technical Terms and Abbreviations of the Company Tariff, which can be demonstrated to the satisfaction of the Company, or

2. maintenance of generation equipment which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or

3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt-hour basis) that FPL is purchasing during that period, less the applicable fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C. If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rate Schedule.

CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

DEFINITIONS:

Non-Firm Demand
The current Demand less the amount of Firm Demand specified below.

Firm Demand
The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

(Continued on Sheet No. 8.434)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No.8.434
Cancels Original Sheet No.8.434

(Continued from Sheet No. 8.433)

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if:

a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or

b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or

c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.435)

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: February 13, 2018

FLORIDA POWER & LIGHT COMPANY

Seventeenth Revised Sheet No. 8.435
Cancels Sixteenth Revised Sheet No. 8.435

(Continued from Sheet No.8.434)

PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtailable Rate Schedule, then the Customer will be refunded all or part of there billing and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Curtailment Periods which may occur before there placement Customer(s) became available.

Charges for Early Termination:

In the event that:

a) service is terminated by the Company for any reason(s) specified in this section, or

b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service,

   i) at a different location in the Company's service area, or

   ii) under a different name or different ownership, or

   iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite three (3) years advance written notice, or

c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

then the Customer will be:

1. rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and

2. billed a penalty charge of $1.40 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Forty-Fifth Revised Sheet No. 8.440
Cancels Forty-Fourth Revised Sheet No. 8.440

CURTAILABLE SERVICE - TIME OF USE
(OPTIONAL)
(Closed Schedule)

RATE SCHEDULE: CST-2

AVAILABLE:

In all areas served.

APPLICATION:

For any general service or industrial Customer who qualifies for Rate Schedule GSLDT-2 (2,000 kW and above) will curtail its Demand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was taking service pursuant to this schedule. Customers with demands of less than 2,000 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 2,000 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge:	$317.86	
Demand Charges:		
Base Demand Charge	$15.23 per kW of Demand occurring during the On-Peak Period.	
Maximum Demand Charge	$0.76 per kW of Maximum Demand.	
Non-Fuel Energy Charges:	On-Peak Period	Off-Peak Period
Base Energy Charge	3.062¢ per kWh	1.486¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 2,000 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is $30,777.86.

RATING PERIODS:

On-Peak:
November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ET to 10 a.m. ET and 6 p.m. ET to 10 p.m. ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ET to 9 p.m. ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:
All other hours.

(Continued on Sheet No. 8.441)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Twenty-Seventh Revised Sheet No. 8.441
Cancels Twenty-Sixth Revised Sheet No. 8.441

(Continued from Sheet No. 8.440)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, except under the following conditions:

1. Force Majeure events, as defined in the Technical Terms and Abbreviations of the Company Tariff, which can be demonstrated to the satisfaction of the Company, or
2. maintenance of generation equipment which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or
3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt-hour basis) that FPL is purchasing during that period, less the applicable fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C. If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rate Schedule.

CURTAILMENT CREDITS:

A monthly credit of ($2.46) per kW is allowed based on the current Non-Firm demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter subject to the Term of Service and/or the Provisions for Early Terminations, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current curtailment period than the Firm Demand, then the Customer will be:

1. Rebilled at $2.46/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
2. Billed a penalty charge of $4.75/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.

CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

MAXIMUM DEMAND:

Maximum Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

(Continued on Sheet No. 8.442)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 8.442
Cancels Second Revised Sheet No. 8.442

(Continued from Sheet No. 8.441)

DEFINITIONS:

Non-Firm Demand
The current Demand less the amount of Firm Demand specified below.

Firm Demand
The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice given at least three (3) years prior to termination. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated for any reason, the Customer will not be rebilled as specified in Charges for Early Termination if:

a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or

b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or

c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Seventeenth Revised Sheet No. 8.443
Cancels Sixteenth Revised Sheet No. 8.443

(Continued from Sheet No. 8.442)

PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtailable Rate Schedule, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Curtailment Periods which may occur before the replacement Customer(s) became available.

Charges for Early Termination:

In the event that:

a) service is terminated by the Company for any reason(s) specified in this section, or

b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service,

   i) at a different location in the Company's service area, or

   ii) under a different name or different ownership, or

   iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite three (3) years advance written notice, or

c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

then the Customer will be:

1. rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and

2. billed a penalty charge of $1.40 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Fortieth Revised Sheet No. 8.551
Cancels Thirty-Ninth Revised Sheet No. 8.551

GENERAL SERVICE LARGE DEMAND

RATE SCHEDULE: GSLD-3

AVAILABLE:

In all areas served.

APPLICATION:

For service required for general service or industrial lighting, power and any other purpose to any Customer who has service supplied at a transmission voltage of 69 kV or higher.

SERVICE:

Three phase, 60 hertz at the available transmission voltage of 69 kV or higher. The Customer will provide and maintain all transformers and related facilities necessary for handling and utilizing the power and energy delivered hereunder. All service required by the Customer at each separate point of delivery served hereunder shall be furnished through one meter at, or compensated to, the available transmission voltage. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge:	$2,523.29
Demand Charges:	
Base Demand Charge	$12.01 per kW of Demand
Non-Fuel Energy Charges:	
Base Energy Charge	1.384¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Forty-Sixth Revised Sheet No. 8.552
Cancels Forty-Fifth Revised Sheet No. 8.552

GENERAL SERVICE LARGE DEMAND - TIME OF USE
(OPTIONAL)

RATE SCHEDULE: GSLDT-3

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose to any Customer who has service supplied at a transmission voltage of 69 kV or higher.

SERVICE:

Three phase, 60 hertz at the available transmission voltage of 69 kV or higher. The Customer will provide and maintain all transformers and related facilities necessary for handling and utilizing the power and energy delivered hereunder. All service required by the Customer at each separate point of delivery served hereunder shall be furnished through one meter at, or compensated to, the available transmission voltage. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge:	$2,523.29	
Demand Charges:		
Base Demand Charge	$12.01 per kW of Demand occurring during the On-Peak Period.	
Non-Fuel Energy Charges:	On-Peak Period	Off-Peak Period
Base Energy Charge	1.576¢ per kWh	1.317¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand.

RATING PERIODS:

On-Peak:
November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ET to 10 a.m. ET and 6 p.m. ET to 10 p.m. ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ET to 9 p.m. ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:
All other hours.

(Continued on Sheet No. 8.553)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Ninth Revised Sheet No. 8.553
Cancels Eighth Revised Sheet No. 8.553

(Continued from Sheet No. 8.552)

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

Fifty-Fourth Revised Sheet No. 8.602
Cancels Fifty-Third Revised Sheet No. 8.602

SPORTS FIELD SERVICE
(Closed Schedule)

RATE SCHEDULE: OS-2

AVAILABLE:

In all areas served.

APPLICATION:

This is a transitional rate available to municipal, county and school board accounts for the operation of a football, baseball or other playground, or civic or community auditorium, when all such service is taken at the available primary distribution voltage at a single point of delivery and measured through one meter, and who were active as of October 4, 1981. Customer may also elect to receive service from other appropriate rate schedules.

As non-LED fixture inventory becomes unavailable, customers may terminate service or accept replacements as LED under the LT-1 tariff. Customers that accept replacements, must enter into a new agreement.

LIMITATION OF SERVICE:

Offices, concessions, businesses or space occupied by tenants, other than areas directly related to the operations above specified, are excluded hereunder and shall be separately served by the Company at utilization voltage. Not applicable when Rider TR is used.

MONTHLY RATE:

Base Charge:	$173.83
Non-Fuel Energy Charges:	
Base Energy Charge	10.937¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum Charge:	$173.83

TERM OF SERVICE:

Pending termination by Florida Public Service Commission Order.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

Fortieth Revised Sheet No. 8.610
Cancels Thirty-Ninth Revised Sheet No. 8.610

FLORIDA POWER & LIGHT COMPANY

METROPOLITAN TRANSIT SERVICE

RATE SCHEDULE: MET

AVAILABLE:

For electric service to Metropolitan Miami-Dade County Electric Transit System (METRORAIL) at each point of delivery required for the operation of an electric transit system on continuous and contiguous rights-of-way.

APPLICATION:

Service to be supplied will be three phase, 60 hertz and at the standard primary distribution voltage of 13,200 volts. All service required by Customer at each separate point of delivery served hereunder shall be furnished through one meter reflecting delivery at primary voltage. Resale of service is not permitted hereunder. Rider TR or a voltage discount is not applicable.

MONTHLY RATE:

Base Charge:	$899.25
Demand Charges:	
Base Demand Charge	$19.03 per kW of Demand
Non-Fuel Energy Charges:	
Base Energy Charge	2.537¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

BILLING:

Each point of delivery shall be separately billed according to the monthly charges as stated herein. All billing units related to charges under this rate schedule shall be determined from metering data on a monthly basis and determined for each point of delivery on the same monthly billing cycle day.

TERMS OF SERVICE

Not less than one year.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Eighth Revised Sheet No. 8.650
Cancels Seventh Revised Sheet No. 8.650

COMMERCIAL/INDUSTRIAL LOAD CONTROL PROGRAM
(OPTIONAL)
(Closed Schedule)

RATE SCHEDULE: CILC-1

AVAILABLE:

In all areas served. Available to any commercial or industrial customer to which the load control provisions of this schedule can feasibly be applied, who, as of March 19, 1996, was either taking service pursuant to this schedule or had a fully executed copy of a Commercial/Industrial Load Control Agreement with the Company.

LIMITATION OF AVAILABILITY:

This Rate Schedule may be modified or withdrawn subject to determinations made under Commission Rules 25-17.0021(4), F.A.C., Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

APPLICATION:

For electric service provided to any commercial or industrial customer as a part of the Commercial/Industrial Load Control Program Agreement between the Customer and the Company, who agrees to allow the Company to control at least 200 kw of the Customer's load, or agrees to operate Backup Generation Equipment (see Definitions) and designate (if applicable) additional controllable demand to serve at least 200 kw of the Customer's own load during periods when the Company is controlling load. A Customer shall enter into a "Commercial/Industrial Load Control Program Agreement" with the Company for service under this schedule. To establish the initial qualification for service under this schedule, the Customer must have had an On-Peak Demand (as defined below) during the summer rating period (April through October) for at least three of the previous twelve (12) months of at least 200 kw greater than the Firm Demand or Controllable Demand (as applicable) level specified in Section 4 of the Commercial/Industrial Load Control Program Agreement. This controlled load shall not be served on a firm service basis until service has been terminated under this rate schedule.

SERVICE:

Three phase, 60 hertz at any available standard voltage.

A designated portion of the Customer's load served under this schedule is subject to control by the Company. Transformation Rider-TR, where applicable, shall only apply to the Customer's Maximum Demand for delivery voltage below 69 kv. Standby Service is not provided hereunder. Resale of service is not permitted hereunder.

(Continued on Sheet No. 8.651)

FLORIDA POWER & LIGHT COMPANY

Thirty-Ninth Revised Sheet No. 8.651
Cancels Thirty-Eighth Revised Sheet No. 8.651

(Continued from Sheet No. 8.650)

MONTHLY RATE:

Delivery Voltage Level	Distribution below 69 kV		69 kV & above
Maximum Demand Level	CILC-1(G) 200-499 kW	CILC-1(D) 500 kW & above	CILC-1(T)
Base Charge:	$212.65	$357.97	$3,130.38
Demand Charges:			
Base Demand Charges:			
per kW of Maximum Demand	$5.67	$6.04	None
per kW of Load Control On-Peak Demand	$3.73	$4.31	$4.51
per kW of Firm On-Peak Demand	$14.17	$15.59	$16.45
Non-Fuel Energy Charges:			
Base Energy Charges:			
On-Peak Period charge per kWh	2.110¢	1.437¢	1.314¢
Off-Peak Period charge per kWh	2.110¢	1.437¢	1.314¢

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the Base Demand Charges.

(Continued on Sheet No. 8.652)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Sixth Revised Sheet No. 8.652
Cancels Fifth Revised Sheet No. 8.652

(Continued from Sheet No. 8.651)

LOAD CONTROL:

Control Condition:

The Customer's controllable load served under this Rate Schedule is subject to control when such control alleviates any emergency conditions or capacity shortages, either power supply or transmission, or whenever system load, actual or projected, would otherwise require the peaking operation of the Company's generators. Peaking operation entails taking base loaded units, cycling units or combustion turbines above the continuous rated output, which may overstress the generators.

Frequency: The Control Conditions will typically result in less than fifteen (15) Load Control Periods per year and will not exceed twenty-five (25) Load Control Periods per year. Typically, the Company will not initiate a Load Control Period within six (6) hours of a previous Load Control Period.

Notice: The Company will provide one (1) hour's advance notice or more to a Customer prior to controlling the Customer's controllable load. Typically, the Company will provide advance notice of four (4) hours or more prior to a Load Control Period. Such notice will be by electronic, written or oral. The Company shall not be responsible for the Customer's failure to receive or act upon such notice.

Duration: The duration of a single Load Control Period will typically be four (4) hours and will not exceed six (6) hours.

In the event of an emergency, such as a Generating Capacity Emergency (see Definitions) or a major disturbance, greater frequency, less notice, or longer duration than listed above may occur. If such an emergency develops, the Customer will be given 15 minutes' notice. Less than 15 minutes' notice may only be given in the event that failure to do so would result in loss of power to firm service customers or the purchase of emergency power to serve firm service customers. The Customer agrees that the Company will not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur as a result of providing no notice or less than one (1) hour notice.

Customer Responsibility:

Upon the successful installation of the load control equipment and/or any necessary backup generation equipment, a test of this equipment will be conducted between the hours of 7 a.m. ET and 6 p.m. ET, Monday through Friday, excluding holidays, as specified in the Commercial/Industrial Load Control Program Agreement.

The Customer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically control the Customer's load, as specified in the Commercial/Industrial Load Control Program Agreement.

The Company will control the controllable portion of the Customer's service for a one-hour period (during designated on-peak periods), once per year for Company testing purposes on the first Wednesday in November or, if not possible, at a mutually agreeable time and date, if the Customer's load has not been successfully controlled during a load control event in the previous twelve (12) months. Testing purposes include the testing of the load control equipment to ensure that the load is able to be controlled within the agreed specifications.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ET to 10 a.m. ET and 6 p.m. ET to 10 p.m. ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ET to 9 p.m. ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.653)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

(Continued from Sheet No. 8.652)

LOAD CONTROL PERIOD:

All hours established by the Company during a monthly billing period in which:

1. the Customer's load is controlled (which includes the operation of the Customer's generation equipment), or
2. the Customer is billed pursuant to the Continuity of Service Provision.

DEMAND:

Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

ON-PEAK DEMAND:

On-Peak Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

MAXIMUM DEMAND:

Maximum Demand shall be the greater of the current month's demand whenever it occurs or the highest demand for the prior twenty-three (23) months. A Customer's Maximum Demand may be re-established to allow for the following adjustments:

1. Demand reduction resulting from the installation of FPL Demand Side Management Measures or FPL Research Project efficiency measures; or

2. Demand reductions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by FPL; or

3. Permanent changes to customer facilities that result in a permanent loss of electric load, including any fuel substitution resulting in permanently reduced electricity consumption, upon verification by FPL.

The re-established Maximum Demand shall be the higher of the actual demand registered in the next billing period following the Customer's written request or the prior Maximum Demand minus the calculated demand reduction. Requests to re-establish the Maximum Demand may be processed up to twice per calendar year when more than one efficiency measure is installed or where the same efficiency measure is installed in phases.

CALCULATION OF FIRM DEMAND AND LOAD CONTROL ON-PEAK DEMAND

There will be two methods of calculating the Customer's Firm On-Peak Demand and Load Control On-Peak Demand, depending on whether a "Firm Demand" or a "Controllable Demand" is designated in the Commercial/Industrial Load Control Program Agreement.

THIS SECTION IS APPLICABLE TO CUSTOMERS DESIGNATING A FIRM DEMAND LEVEL:

FIRM ON-PEAK DEMAND:

The Customer's monthly Firm On-Peak Demand shall be the lesser of the "Firm Demand" level specified in the Customer's Commercial/Industrial Load Control Program Agreement with the Company, or the Customer's highest on-peak demand during the month. The level of "Firm Demand" specified in the Customer's Commercial/Industrial Load Control Program Agreement shall not be exceeded during the periods when the Company is controlling the Customer's load.

(Continued on Sheet No. 8.654)

FLORIDA POWER & LIGHT COMPANY

Seventeenth Revised Sheet No. 8.654
Cancels Sixteenth Revised Sheet No. 8.654

(Continued from Sheet No. 8.653)

LOAD CONTROL ON-PEAK DEMAND:

Load Control On-Peak Demand shall be the Customer's highest demand for the designated on-peak periods during the month less the Customer's "Firm Demand".

PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS FOR CUSTOMERS DESIGNATING A FIRM DEMAND LEVEL:

Customers notified of a load control event should meet their Firm Demand during periods when the Company is controlling load. However, energy will be made available during control periods if the Customer's failure to meet its Firm Demand is a result of one of the following conditions:

1. Force Majeure events, as defined in the Technical Terms and Abbreviations of the Company Tariff, which can be demonstrated to the satisfaction of the Company, or

2. maintenance of generation equipment necessary for the implementation of load control which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer (See Special Provisions), or

3. adding firm load that was not previously non-firm load to the Customer's facility, or

4. an event affecting local, state or national security, or

5. an event whose nature requires that space launch activities be placed in the critical mode (requiring a closed-loop configuration of FPL's transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or the USAF Range Safety Officer at Cape Canaveral Air Force Station.

The Customer's energy use (in excess of the "Firm Demand") for the conditions listed above will be billed pursuant to the Continuity of Service Provision. For periods during which power under the Continuity of Service Provision is no longer available, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cent per kilowatt-hour basis) that FPL is purchasing or selling during that period, less the applicable class fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, then the Company will terminate service under this rate schedule as described in TERM OF SERVICE.

If the Customer exceeds the "Firm Demand" during a period when the Company is controlling load for any reason other than those specified above, then the Customer will be:

1. billed the difference between the Firm On-Peak Demand Charge and the Load Control On-Peak Demand Charge for the excess kw for the prior sixty (60) months or the number of months the Customer has been billed under this rate schedule, whichever is less, and

2. billed a penalty charge of $1.37 per kw of excess kw for each month of rebilling.

Excess kw for rebilling and penalty charges is determined by taking the difference between the maximum demand during the Load Control Period and the Customer's "Firm Demand".

(Continued on Sheet No. 8.655)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 8.655
Cancels Third Revised Sheet No. 8.655

(Continued from Sheet No. 8.654)

THIS SECTION IS APPLICABLE TO CUSTOMERS DESIGNATING A CONTROLLABLE DEMAND LEVEL:

FIRM ON-PEAK DEMAND:

The Customer's monthly Firm On-Peak Demand shall be the On-Peak Demand during the month less the "Controllable Demand" level specified in the Customer's Commercial/Industrial Load Control Program Agreement with the Company.

LOAD CONTROL ON-PEAK DEMAND:

Load Control On-Peak Demand shall be the "Controllable Demand" level specified in the Customer's Commercial/Industrial Load Control Program Agreement with the Company.

PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS FOR CUSTOMERS DESIGNATING A CONTROLLABLE DEMAND LEVEL:

Customers notified of a load control event should achieve the Controllable Demand Level during periods when the Company is controlling load, except under the following conditions:

1. Force Majeure events, as defined in the Technical Terms and Abbreviations of the Company Tariff, which can be demonstrated to the satisfaction of the Company, or
2. maintenance of generation equipment necessary for the implementation of load control which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer (See Special Provisions), or
3. adding firm load that was not previously non-firm load to the Customer's facility, or
4. an event affecting local, state or national security, or
5. an event whose nature requires that space launch activities be placed in the critical mode (requiring a closed-loop configuration of FPL's transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or the USAF Range Safety Officer at Cape Canaveral Air Force Station.

The Customer's energy use (in excess of the "Firm Demand") for the conditions listed above will be billed pursuant to the Continuity of Service Provision. For periods during which power under the Continuity of Service Provision is no longer available, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cent per kilowatt hour basis) that FPL is purchasing or selling during that period, less the applicable class fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this rate schedule as described in TERM OF SERVICE.

If the Customer does not achieve the Controllable Demand level during a period when the Company is controlling load for any reason other than those specified above, then the Customer will be:

1. billed the difference between the Firm On-Peak Demand Charge and the Load Control On-Peak Demand Charge for the rebilling kw for the prior sixty (60) months or the number of months the Customer has been billed under this rate schedule, whichever is less, and

(Continued on Sheet No. 8.656)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Ninth Revised Sheet No. 8.656
Cancels Eighth Revised Sheet No. 8.656

(Continued from Sheet No. 8.655)

2 billed a penalty charge of $1.37 per kw of excess kw for each month of rebilling.

The kw for rebilling and penalty charges is determined by taking the difference between the Controllable Demand and the maximum demand actually reduced during the Load Control Period. The Customer will not be rebilled or penalized twice for the same excess kw in the calculation described above.

As long as the Customer's load reduction from the operation of the control circuit results in a demand during the Load Control Period that is at or below the calculated Firm Demand for that billing period, the Customer will not be required to pay the penalty and rebilling charges.

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a five-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the program is desired.

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

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Commercial/Industrial Load Control Program Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than five (5) years' written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously controlled Load Control On-Peak Demand and to take interruptible standby service from the Company, the Customer may terminate the Commercial/Industrial Load Control Program Agreement by giving at least thirty (30) days' advance written notice to the Company.

(Continued on Sheet No. 8.657)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: February 1, 2025

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 8.657
Cancels First Revised Sheet No. 8.657

(Continued from Sheet No. 8.656)

If service under this Rate Schedule is terminated for any reason, the Customer will not be rebilled as specified in Charges for Early Termination if:

a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's CILC program is in the best interests of the Customer, the Company and the Company's other customers, or

b. the Customer is required to transfer to another retail rate schedule as a result of Commission Rule 25-6.0438, F.A.C., or

c. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously controlled Load Control On-Peak Demand and to take interruptible standby service from the Company, or

d. any other Customer(s) with demand reduction equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand reduction commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) has (have) the equipment installed and is (are) available to perform load control, or

e. FPL determines that the Customer's MW reduction is no longer needed in accordance with the FPL Numeric Commercial/Industrial Conservation Goals.

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph d. above, but the replacement Customer(s) does(do) become available within twelve (12) months from the date of termination of service under this schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Numeric Commercial/Industrial Conservation Goals, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Load Control Periods which may occur before the replacement Customer(s) became available.

Charges for Early Termination:

In the event that:

a) service is terminated by the Company for any reason(s) specified in this section, or

b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service or a curtailable service rate schedule, or under this schedule with a shift from non-firm load to firm service,

   i) at a different location in the Company's service area, or

   ii) under a different name or different ownership, or

   iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite five (5) years' advance written notice, or

c) the Customer transfers the controllable portion of the Customer's load to "Firm Demand" or to a firm or a curtailable service rate schedule without providing at least five (5) years' advance written notice,

(Continued on Sheet No. 8.658)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: November 15, 2002

FLORIDA POWER & LIGHT COMPANY

Tenth Revised Sheet No. 8.658
Cancels Ninth Revised Sheet No. 8.658

(Continued on Sheet No. 8.657)

then the Customer will be:

1. rebilled under the otherwise applicable firm or curtailable service rate schedule for the shorter of (a) the prior sixty (60) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and

2. billed a penalty charge of $1.37 per kw times the number of months rebilled in No. 1 above times the highest Load Control On-Peak Demand occurring during the current month or the prior twenty-three (23) months.

SPECIAL PROVISIONS:

1. Control of the Customer's load shall be accomplished through the Company's load management systems by use of control circuits connected directly to the Customer's switching equipment or the Customer's load may be controlled by use of an energy management system where the firm demand or controllable demand level can be established or modified only by means of joint access by the Customer and the Company.

2. The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or removing Company-owned load control equipment.

3. It shall be the responsibility of the Customer to determine that all electrical equipment to be controlled is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.

4. The Company is not required to install load control equipment if the installation cannot be economically justified.

5. Billing under this schedule will commence after the installation, inspection and successful testing of the load control equipment.

6. Maintenance of generation equipment necessary for the implementation of load control will not be scheduled during periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service customers.

CONTINUITY OF SERVICE PROVISION:

In order to minimize the frequency and duration of interruptions or requests that the Customer operate its backup generation equipment, the Company will attempt to obtain reasonably available additional capacity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Customers during a capacity shortage; in other words, the Company is not obligated to account for, or otherwise reflect in its generation planning and construction, the possibility of providing capacity and/or energy under this Continuity of Service Provision. The Company shall not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur in the event Company is unable to obtain reasonably available additional capacity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested. Any non-firm customers so electing to receive capacity and/or energy which enable(s) the Company to continue service to the Customer's non-firm loads during these period s will be subject to the additional charges set forth below.

(Continued on Sheet No. 8.659)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 8.659
Cancels Third Revised Sheet No. 8.659

(Continued from Sheet No. 8.658)

In the event a Customer elects not to have its non-firm load interrupted pursuant to this Schedule, the Customer shall pay, in addition to the normal charges provided hereunder, a charge reflecting the additional costs incurred by the Company in continuing to provide service, less the applicable class fuel charge for the period during which the load would otherwise have been controlled (see Sheet No. 8.030). This incremental charge shall apply to the Customer for all consumption above the Customer's Firm Demand during the time in which the non-firm load would otherwise have been controlled. If, for any reason during such period, this capacity and/or energy is (are) no longer available or cannot be accommodated by the Company's system, the terms of this Continuity of Service Provision will cease to apply and interruptions will be required for the remainder of such period unless energy use is for one of the conditions outlined under "Provisions for Energy Use During Control Periods". The Company will not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur as a result of any such interruptions.

Any customer served under this rate schedule may elect to minimize the interruptions through the procedure described above. The initial election must be made in the Commercial/Industrial Load Control Program Agreement. Any adjustment or change to the election must be provided to the Company with at least 24 hours' written notice (not including holidays and weekends) and must be by mutual agreement, in writing, between the Customer and the Company. In such case, the written notice will replace any prior election with regard to this Continuity of Service Provision.

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(s) of this schedule and said, "General Rules and Regulations for Electric Service", the provision(s) of this schedule shall apply.

DEFINITIONS:

Generating Capacity Emergency:

A Generating Capacity Emergency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including purchased power, to supply its firm load obligations.

Backup Generation Equipment:

Backup generation equipment shall be Customer-provided generation equipment and switch gear. This generation equipment will be utilized for emergency purposes, including periods when the Company is controlling load.

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Twenty-Seventh Revised Sheet No. 8.680
Cancels Twenty-Sixth Revised Sheet No. 8.680

FLORIDA POWER & LIGHT COMPANY

COMMERCIAL/INDUSTRIAL DEMAND REDUCTION RIDER (CDR)
(OPTIONAL)

AVAILABLE:

In all areas served. Available to any commercial or industrial customer receiving service under Rate Schedules GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT through the execution of a Commercial/Industrial Demand Reduction Rider Agreement in which the load control provisions of this rider can feasibly be applied.

LIMITATION OF AVAILABILITY:

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

APPLICATION:

For electric service provided to any commercial or industrial customer receiving service under Rate Schedule GSD-1, GSDT-1,GSLD-1,GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT who as a part of the Commercial/Industrial Demand Reduction Rider Agreement between the Customer and the Company, agrees to allow the Company to control at least 200 kW of the Customer's load, or agrees to operate Backup Generation Equipment (see Definitions) and designate (if applicable) additional controllable demand to serve at least 200 kW of the Customer's own load during periods when the Company is controlling load. A Customer shall enter into a Commercial/Industrial Reduction Demand Rider Agreement with the Company to be eligible for this Rider. To establish and maintain qualification for this Rider, the Customer must have had a Utility Controlled Demand during the summer Controllable Rating Period (April 1 through October 31) for at least three out of seven months of at least 200 kW greater than the Firm Demand level specified in Section 4 of the Commercial/Industrial Demand Reduction Rider Agreement. The Utility Controlled Demand shall not be served on a firm service basis until service has been terminated under this Rider.

LIMITATION OF SERVICE:

Customers participating in the General Service Load Management Program (FPL "Business On Call" Program) or Economic Development programs are not eligible for this Rider.

MONTHLY RATE:

All rates and charges under Rate Schedules GSD-1, GSDT-1,GSLD-1,GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3,HLFT shall apply. In addition, the applicable Monthly Administrative Adder and Utility Controlled Demand Credit shall apply.

MONTHLY ADMINISTRATIVE ADDER:

Rate Schedule	Adder
GSD-1	$168.59
GSDT-1, HLFT (25-499 kW)	$168.59
GSLD-1, GSLDT-1, HLFT (500-1,999 kW)	$230.31
GSLD-2, GSLDT-2, HLFT (2,000 kW or greater)	$95.36
GSLD-3, GSLDT-3	$290.70

UTILITY CONTROLLED DEMAND CREDIT:

A monthly credit of ($9.75) per kW is allowed based on the Customer's Utility Controlled Demand.

UTILITY CONTROLLED DEMAND:

The Utility Controlled Demand for a month in which there are no load control events during the Controllable Rating Period shall be the sum of the Customer's kWh usage during the hours of the applicable Controllable Rating Period, divided by the total number of hours in the applicable Controllable Rating Period, less the Customer's Firm Demand.

In the event of Load Control occurring during the Controllable Rating Period, the Utility Controlled Demand shall be the sum of the Customer's kWh usage during the hours of the applicable Controllable Rating Period less the sum of the Customer's kWh usage during the Load Control Period, divided by the number of non-load control hours occurring during the applicable Controllable Rating Period, less the Customer's Firm Demand.

(Continued on Sheet No. 8.681)

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FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 8.681
Cancels Third Revised Sheet No. 8.681

(Continued from Sheet No. 8.680)

CONTROLLABLE RATING PERIODS:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ET to 9 a.m. ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 3 p.m. ET to 6 p.m. ET excluding Memorial Day, Independence Day, and Labor Day.

FIRM DEMAND:

The Customer's monthly Firm Demand shall be the lesser of the "Firm Demand" level specified in the Commercial/Industrial Demand Reduction Rider Agreement with the Company, or the Customer's maximum demand during the applicable Controllable Rating Period. The level of "Firm Demand" specified in the Commercial/Industrial Demand Reduction Rider Agreement shall not be exceeded during the periods when the Company is controlling the Customer's load.

LOADCONTROL:

Control Condition:

The Customer's controllable load served under this Rider is subject to control when such control alleviates any emergency conditions or capacity shortages, either power supply or transmission, or whenever system load, actual or projected, would otherwise require the peaking operation of the Company's generators. Peaking operation entails taking base loaded units, cycling units or combustion turbines above the continuous rated output, which may overstress the generators.

Frequency: The Control Conditions will typically result in less than fifteen (15) Load Control Periods per year and will not exceed twenty-five (25) Load Control Periods per year. Typically, the Company will not initiate a Load Control Period within six (6) hours of a previous Load Control Period.

Notice: The Company will provide one (1) hour's advance notice or more to a Customer prior to controlling the Customer's controllable load. Typically, the Company will provide advance notice of four (4) hours or more prior to a Load Control Period. Such notice will be by electronic, written or oral. The Company shall not be responsible for the Customer's failure to receive or act upon such notice.

Duration: The duration of a single Load Control Period will typically be three (3) hours and will not exceed six (6) hours.

In the event of an emergency, such as a Generating Capacity Emergency (see Definitions) or a major disturbance, greater frequency, less notice, or longer duration than listed above may occur. If such an emergency develops, the Customer will be given 15 minutes' notice. Less than 15 minutes' notice may only be given in the event that failure to do so would result in loss of power to firm service customers or the purchase of emergency power to serve firm service customers. The Customer agrees that the Company will not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur as a result of providing no notice or less than one (1) hour notice.

Customer Responsibility:

Upon the successful installation of the load control equipment, a test of this equipment will be conducted as specified in the Commercial/ Industrial Demand Reduction Demand Rider Agreement. Testing will be conducted at a mutually agreeable time and date. This time and date shall typically be within the Controllable Rating Period unless otherwise agreed by the Company.

The Customer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically control the Customer's load, as specified in the Commercial/Industrial Demand Reduction Rider Agreement.

The Company will control the controllable portion of the Customer's service for a one-hour period (typically within the Controllable Rating Periods) once per year for Company testing purposes on the first Wednesday in November or, if not possible, at a mutually agreeable time and date, if the Customer's load has not been successfully controlled during a load control event in the previous twelve (12) months. Testing purposes include the testing of the load control equipment to ensure that the load is able to be controlled within the agreed specifications.

LOAD CONTROL PERIOD:

All hours established by the Company during a monthly billing period in which:

1. the Customer's load is controlled, or
2. the Customer is billed pursuant to the Continuity of Service Provision.

(Continued on Sheet No. 8.682)

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FLORIDA POWER & LIGHT COMPANY

Nineteenth Revised Sheet No. 8.682
Cancels Eighteenth Revised Sheet No. 8.682

(Continued from Sheet No. 8.681)

PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS:

Customers notified of a load control event should not exceed their Firm Demand during periods when the Company is controlling load. However, electricity will be made available during control periods if the Customer's failure to meet its Firm Demand is a result of one of the following conditions:

1. Force Majeure events, as defined in the Technical Terms and Abbreviations of the Company Tariff, which can be demonstrated to the satisfaction of the Company, or

2. maintenance of generation equipment necessary for the implementation of load control which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer (See Special Provisions), or

3. adding firm load that was not previously non-firm load to the Customer's facility, or

4. an event affecting local, state or national security, or

5. an event whose nature requires that space launch activities be placed in the critical mode (requiring a closed-loop configuration of FPL's transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or the USAF Range Safety Officer at Cape Canaveral Air Force Station.

The Customer's energy use (in excess of the Firm Demand) for the conditions listed above will be billed pursuant to the Continuity of Service Provision. For periods during which power under the Continuity of Service Provision is no longer available, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cent per kilowatt-hour basis) that FPL is purchasing or selling during that period, less the applicable class fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this rider as described in TERM OFSERVICE.

If the Customer exceeds the Firm Demand during a period when the Company is controlling load for any reason other than those specified above, then the Customer will be:

1. billed a $9.75 charge per kW of excess kW for the prior sixty (60) months or the number of months the Customer has been billed under this rider, whichever is less, and

2. billed a penalty charge of $1.30 per kW of excess kW for each month of rebilling.

Excess kW for rebilling and penalty charges is determined by taking the difference between the Customer's kWh usage during the load control period divided by the number of hours in the load control period and the Customer's "Firm Demand". The Customer will not be rebilled or penalized twice for the same excess kW in the calculation described above.

(Continued on Sheet No. 8.683)

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FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.683
Cancels Original Sheet No. 8.683

(Continued from Sheet No. 8.682)

TERM OF SERVICE:

During the first year of service under this Rider, the Customer will determine whether or not this Rider is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rider for the life of the generating unit which has been avoided by the Rider. There is, however, a five-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rider should there be circumstances under which the termination of the Customer's participation or the Company's offering of this Rider is desired.

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

The Company may terminate service under this Rider at any time for the Customer's failure to comply with the terms and conditions of this Rider or the Commercial Industrial Demand Reduction Rider Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rider at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly credits under this Rider and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Termination of this Rider, with less than five (5) years' written notice, for which the Customer would qualify, may be permitted if it can be shown that such termination is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously Utility Controlled Demand and to take interruptible standby service from the Company, the Customer may terminate the Commercial Industrial Demand Reduction Agreement by giving at least thirty (30) days' advance written notice to the Company.

If service under this Rider is terminated for any reason, the Customer will not be rebilled as specified in Charges for Early Termination if:

a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Commercial/Industrial Demand Reduction Rider is in the best interests of the Customer, the Company and the Company's other customers, or
b. the Customer is required to terminate this Rider as a result of Commission Rule 25-6.0438, F.A.C., or a Commission decision pursuant to this rule, or
c. the termination of service under this Rider is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously utility controlled load and to take interruptible standby service from the Company, or
d. any other Customer(s) with demand reduction equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this Rider and the MW demand reduction commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) has (have) the equipment installed and is (are) available to perform load control, or
e. FPL determines that the Customer's MW reduction is no longer needed in accordance with the FPL Numeric Commercial/Industrial Conservation Goals.

(Continued on Sheet No. 8.684)

FLORIDA POWER & LIGHT COMPANY

Fifteenth Revised Sheet No. 8.684
Cancels Fourteenth Revised Sheet No. 8.684

(Continued from Sheet No. 8.683)

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph d. above, but the replacement Customer(s) does(do) become available within twelve (12) months from the date of termination of service under this Rider or FPL later determines that there is no need for the MW reduction in accordance with the FPL Numeric Commercial/Industrial Conservation Goals, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any load control periods which may occur before there placement Customer(s) became available.

Charges for Early Termination:

In the event that:

a) service is terminated by the Company for any reason(s) specified in this section, or

b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service or a curtailable service rate schedule, or under this rider with a shift from non-firm load to firm service,

   i) at a different location in the Company's service area, or

   ii) under a different name or different ownership, or

   iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite five (5) years' advance written notice, or

c) the Customer transfers the controllable portion of the Customer's load to "Firm Demand" or to a firm or a curtailable service rate schedule without providing at least five (5) years' advance written notice,

then the Customer will be:

1. rebilled $9.75 per kW of Utility Controlled Demand for the shorter of (a) the most recent prior sixty (60) months during which the Customer was billed for service under this Rider, or (b) the number of months the Customer has been billed under this Rider, and

2. billed a penalty charge of $1.30 per kW of Utility Controlled Demand times the number of months rebilled in No. 1 above.

SPECIAL PROVISIONS:

1. Control of the Customer's load shall be accomplished through the Company's load management systems by use of control circuits connected directly to the Customer's switching equipment or the Customer's load may be controlled by use of an energy management system where the firm demand level can be established or modified only by means of joint access by the Customer and the Company.

2. The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or removing Company-owned load control equipment.

3. It shall be the responsibility of the Customer to determine that all electrical equipment to be controlled is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.

4. The Company is not required to install load control equipment if the installation cannot be economically justified.

5. Credits under this Rider will commence after the installation, inspection and successful testing of the load control equipment.

6. Maintenance of equipment (including generators) necessary for the implementation of load control will not be scheduled during periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service customers.

(Continued on Sheet No. 8.685)

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FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 8.685
Cancels First Revised Sheet No. 8.685

(Continued from Sheet No. 8.684)

CONTINUITY OF SERVICE PROVISION:

In order to minimize the frequency and duration of interruptions, the Company will attempt to obtain reasonably available additional capacity and/or energy during periods for which interruptions may be requested. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Customers during a capacity shortage; in other words, the Company is not obligated to account for, or otherwise reflect in its generation planning and construction, the possibility of providing capacity and/or energy under this Continuity of Service Provision. The Company shall not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur in the event Company is unable to obtain reasonably available additional capacity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested. Any non-firm customers so electing to receive capacity and/or energy which enable(s) the Company to continue service to the Customer's non-firm loads during these periods will be subject to the additional charges set forth below.

In the event a Customer elects not to have its non-firm load interrupted pursuant to this Rider, the Customer shall pay, in addition to the normal charges provided hereunder, a charge reflecting the additional costs incurred by the Company in continuing to provide service, less the applicable class fuel charge for the period during which the load would otherwise have been controlled (see Sheet No. 8.030). This incremental charge shall apply to the customer's non-firm load for all consumption above the Customer's Firm Demand during the time in which the non-firm load would otherwise have been controlled. If, for any reason during such period, this capacity and/or energy is (are) no longer available or cannot be accommodated by the Company's system, the terms of this Continuity of Service Provision will cease to apply and interruptions will be required for the remainder of such period unless energy use is for one of the conditions outlined under "Provisions for Energy Use During Control Periods". The Company will not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur as a result of any such interruptions.

Any customer served under this Rider may elect to minimize the interruptions through the procedure described above. The initial election must be made in the Commercial/Industrial Demand Reduction Agreement. Any adjustment or change to the election must be provided to the Company with at least 24 hours' written notice (not including holidays and weekends) and must be by mutual agreement, in writing, between the Customer and the Company. In such case, the written notice will replace any prior election with regard to this Continuity of Service Provision.

RULES AND REGULATIONS:

Service under this rider 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(s) of this rider and said "General Rules and Regulations for Electric Service", the provision(s) of this rider shall apply.

DEFINITIONS:

Generating Capacity Emergency:
A Generating Capacity Emergency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including purchased power, to supply its firm load obligations.

Backup Generation Equipment:
Backup generation equipment shall be Customer-provided generation equipment and switch gear. This generation equipment will be utilized for emergency purposes, including periods when the Company is controlling load.

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FLORIDA POWER & LIGHT COMPANY

Sixteenth Revised Sheet No. 8.715
Cancels Fifteenth Revised Sheet No. 8.715

STREET LIGHTING
(Closed Schedule)

RATE SCHEDULE: SL-1

AVAILABLE:

In all areas served.

APPLICATION:

For lighting streets and roadways, whether public or private, which are thoroughfares for normal flow of vehicular traffic. Lighting for other applications such as: municipally and privately-owned parking lots; parks and recreational areas; or any other area not expressly defined above, is not permitted under this schedule except for lighting in such an application that was already under this schedule prior to July 9, 1992. Lamp replacement and energy-only service is available to existing customer facilities taking service under this rate prior to January 1, 2017. All other services will be applicable to Customers who were active prior to January 1, 2022.

TYPE OF INSTALLATION:

FPL-owned fixtures normally will be mounted on poles of FPL's existing distribution system and served from overhead wires. On request of the Customer, FPL will provide special poles or underground wires at the charges specified below. Customer-owned systems will be of a standard type and design, permitting service and lamp replacement at no abnormal cost to FPL. All modifications on existing Customer-owned energy-only or re-lamp lights or new Customer-owned circuits to metered under SL-1M Street Lighting Metered Service tariff.

SERVICE:

Service includes lamp renewals, patrol, energy from dusk each day until dawn the following day and maintenance of FPL-owned Street Lighting Systems.

LIMITATION OF SERVICE:

For Mercury Vapor, Fluorescent and Incandescent luminaires, no additions or changes in specified lumen output on existing installations will be permitted under this schedule after October 4, 1981 except where such additional lights are required in order to match existing installations.

Existing Company owned non-LED fixtures such as high-pressure sodium vapor (HPSV), mercury vapor or metal halide luminaires permitted in closed tariffs prior to January 1, 2022 will be considered legacy fixtures. Service will remain as lamp renewals and fixture replacement until such time when the Company decides to no longer make available. As non-LED fixture inventory becomes unavailable, customers may terminate service or accept replacements as LED under the LT-1 tariff. Customers that accept replacements must enter into a new agreement. The Company will communicate a plan to replace non-LED fixtures with LED fixtures at current applicable rates. This schedule will be terminated on December 31, 2029.

Stand-by or resale service is not permitted hereunder.

CUSTOMER CONTRIBUTIONS:

A Contribution-in-Aid-of-Construction (CIAC) will be required for:

a) the differential cost between employing rapid construction techniques in trenching, backfilling and pole installation work where no obstructions exist, and the added cost to overcome obstructions such as sprinkler systems, paved surfaces (such as sidewalks, curbs, gutters, and roadways), landscaping, sodding and other obstructions encountered along the Street Light System installation route, including repair and replacement. If the Customer elects to perform work such as trenching and restoration, they will be reimbursed by FPL with a credit (not to exceed the total CIAC cost) for the value of this work as determined by FPL;

b) the installation cost of any new overhead distribution facilities and/or the cost of alterations to existing distribution facilities which are required in order to serve the Street Lighting System less four (4) times the additional annual non-fuel energy revenue generated by the installation or alteration of the Street Lighting System, plus where underground facilities are installed, the differential installation cost between underground and overhead distribution facilities.

(Continued on Sheet No. 8.716)

Forty-Fifth Revised Sheet No. 8.716
Cancels Forty-Fourth Revised Sheet No. 8.716

FLORIDA POWER & LIGHT COMPANY

(Continued from Sheet No. 8.715)

These costs shall be paid by the Customer prior to the initiation of any construction work by FPL. The Customer shall also pay any additional costs associated with design modification s requested after the original estimate has been made.

REMOVAL OF FACILITIES:

If Street Lighting facilities are removed by either Customer request or termination or breach of the agreement, the Customer shall pay FPL an amount equal to the original installed cost of the removed facilities less any salvage value and any depreciation (based on current depreciation rates as approved by the Florida Public Service Commission) plus removal cost.

MONTHLY RATE:

Luminaire Type	Lamp Size Initial Lumens / Watts		kWh/Mo. Estimate	Charge for FPL-Owned Unit ($) Fixtures	Maintenance	Energy Non-Fuel **	Total ***	Charge for Customer-Owned Unit ($) **** Relamping/ Energy	Energy Only
High Pressure Sodium Vapor	6,300	70	29	$6.05	$2.46	$1.12	$9.63	$3.58	$1.12
" "	9,500	100	41	$5.61	$2.48	$1.58	$9.67	$4.06	$1.58
" "	16,000	150	60	$5.78	$2.51	$2.32	$10.61	$4.83	$2.32
" "	22,000	200	88	$8.78	$3.21	$3.40	$15.39	$6.61	$3.40
" "	50,000	400	168	$8.87	$3.20	$6.49	$18.56	$9.69	$6.49
" "	27,500	250	116	$9.33	$3.48	$4.48	$17.29	$7.96	$4.48
" "	140,000	1,000	411	$14.03	$6.26	$15.88	$36.17	$22.14	$15.88
Mercury Vapor	6,000	140	62	$4.37	$2.19	$2.40	$8.96	$4.59	$2.40
" "	8,600	175	77	$4.44	$2.19	$2.97	$9.60	$5.16	$2.97
" "	11,500	250	104	$7.39	$3.18	$4.02	$14.59	$7.20	$4.02
" "	21,500	400	160	$7.36	$3.14	$6.18	$16.68	$9.32	$6.18

** The non-fuel energy charge is 3.863¢ per kWh.
*** Bills rendered based on "Total" charge. Unbundling of charges is not permitted.
**** New customer-owned facilities are closed to this rate effective January 1, 2017.

Charges for other FPL-owned facilities:

Wood pole used only for the streetlighting system	$6.67
Concrete pole used only for the street lighting system	$9.13
Fiberglass pole used only for the streetlighting system	$10.78
Steel pole used only for the street lighting system	$9.13
Underground conductors not under paving	5.462¢ per foot
Underground conductors under paving	13.342¢ per foot

The Underground conductors under paving charge will not apply where a CIAC is paid pursuant to section "a)" under "Customer Contributions." The Underground conductors not under paving charge will apply in these situations.

SPECIAL PROVISION:

Where the Company provides facilities other than those listed above, the monthly charges, as applicable shall be computed as follows:

Facilities Charge: 1.25% of the Company's average installed cost of the pole, light fixture, or both.

Maintenance Charge: FPL shall use the maintenance charges in this tariff for fixtures that fall under the special provision based on wattage. If a special provision fixture falls between two wattages, the maintenance charge will be averaged between two existing wattages.

Non-Fuel Energy Charge: 3.863¢/kWh

(Continued on Sheet No. 8.717)

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Effective:

FLORIDA POWER & LIGHT COMPANY

Thirty-Fourth Revised Sheet No. 8.717
Cancels Thirty-Third Revised Sheet No. 8.717

(Continued from Sheet No. 8.716)

On Customer-owned Street Lighting Systems, where Customer contracts to relamp at no cost to FPL, the Monthly Rate for non-fuel energy shall be 3.863¢ per kWh of estimated usage of each unit plus adjustments. On Street Lighting Systems, where the Customer elects to install Customer-owned monitoring systems, the Monthly Rate for non-fuel energy shall be 3.863¢ per kWh of estimated usage of each monitoring unit plus adjustments. The minimum monthly kWh per monitoring device will be 1 kilowatt-hour per month, and the maximum monthly kWh per monitoring device will be 5 kilowatt-hours per month.

During the initial installation period:
Facilities in service for 15 days or less will not be billed;
Facilities in service for 16 days or more will be billed for a full month.

WILLFUL DAMAGE:

Upon the **second** occurrence of willful damage to any FPL-owned facilities, the Customer will be responsible for the cost incurred for repair or replacement. If the lighting fixture is damaged, based on prior written instructions from the Customer, FPL will:

a) Replace the fixture with a shielded cutoff cobra head. The Customer shall pay $280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed after the first occurrence, the Customer shall only pay the $280.00 cost of the shield; or

b) Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the costs specified under "Removal of Facilities"; or

c) Terminate service to the fixture.

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

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the fuel charges associated with the fixtures that are turned off.

TERM OF SERVICE:

Initial term of ten (10) years with automatic, successive five (5) year extensions unless terminated in writing by either FPL or the Customer at least ninety (90) days prior to the current term's expiration.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Fourteenth Revised Sheet No. 8.718
Cancels Thirteenth Revised Sheet No. 8.718

STREET LIGHTING METERED SERVICE

RATE SCHEDULE: SL-1M

AVAILABLE:

In all areas served.

APPLICATION:

For customer-owned lighting of streets and roadways, whether public or private, which are thoroughfares for normal flow of vehicular traffic. Lighting for other applications such as: municipally and privately-owned parking lots; parks and recreational areas; or any other area not expressly defined above, is not permitted under this schedule.

SERVICE:

Single phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder. This service is specific for only customer owned roadway or area lighting. The Company will determine at its discretion a single point of service at the Company's supply lines for the customer owned circuits. The Customer will provide the necessary equipment, including the permitted meter can and disconnect panel, and all circuits servicing the customers lighting system up to the point of service. The distribution system shall serve no other electrical loads except the lighting equipment eligible for this rate.

MONTHLY RATE:

Base Charge:	$19.17
Non-Fuel Energy Charges:	
Base Energy Charge	3.871¢ per kWh
Additional Charges:	
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges	
Minimum:	$19.17

TERM OF SERVICE:

Not less than one (1) year.

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.

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Effective:

FLORIDA POWER & LIGHT COMPANY

Twentieth Revised Sheet No. 8.720
Cancels Nineteenth Revised Sheet No. 8.720

PREMIUM LIGHTING
(Closed Schedule)

RATE SCHEDULE: PL-1

AVAILABLE:

In all areas served.

APPLICATION:

FPL-owned lighting facilities not available under rate schedule SL-1 and OL-1. To any Customer for the sole purpose of lighting streets, roadways and common areas, other than individual residential locations. This includes but is not limited to parking lots, homeowners association common areas, or parks. Applicable to Customers who were active prior to January 1, 2022.

SERVICE:

Service will be unmetered and will include lighting installation, lamp replacement and facilities maintenance for FPL-owned lighting systems. It will also include energy from dusk each day until dawn the following day.

The Company will use reasonable diligence to furnish a regular and uninterrupted service. Company shall not be liable to the Customer or any other person for complete or partial interruptions of service, fluctuations in voltage, or curtailment of service that may occur as a result of a variety of events and circumstances, including, without limitation: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; (e) events of an emergency or as necessary to maintain the safety and integrity of the Company's facilities; or (f) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure. In any such case, the Company will not be liable for damages, including, but not limited to, loss of revenues or production. The Company reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance. As non-LED fixture inventory becomes unavailable, customers may terminate service or accept replacements as LED under the LT-1 tariff. Customers that accept replacements must enter into a new agreement.

Stand-by, non-firm, or resale service is not permitted hereunder.

TERM OF SERVICE:

The term of service is (20) twenty years. At the end of the term of service, the Customer may elect to execute a new agreement under the lighting tariff LT-1 or pay the Company for the cost to the utility for removing the facilities. The Company will retain ownership of these facilities.

FACILITIES PAYMENT OPTION:

The Customer will pay for the facilities in a lump sum in advance of construction. The amount will be the Company's total work order cost for these facilities times the Present Value Revenue Requirement (PVRR) multiplier of 1.1398. Monthly Maintenance and Energy charges will apply for the term of service.

FACILITIES SELECTION:

Facilities selection shall be made by the Customer in writing by executing the Company's Premium Lighting Agreement.

(Continued on Sheet No. 8.721)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Fortieth Revised Sheet No. 8.721
Cancels Thirty-Ninth Revised Sheet No. 8.721

(Continued from Sheet No. 8.720)

MONTHLY RATE:

Facilities:

Paid in full:	Monthly rate is zero, for Customer's who have executed a Premium Lighting Agreement before March 1, 2010:
10 years payment option:	1.307% of total work order cost.
20 years payment option:	0.891% of total work order cost.
Maintenance:	FPL's estimated costs of maintaining lighting facilities.
Billing:	FPL reserves the right to assess a charge for the recovery of any dedicated billing system developed solely for this rate.
Energy:	KWH Consumption for fixtures shall be estimated using the following formula: KWH=Unit $\frac{\text{Wattage (usage)} \times 353.3 \text{ hours per month}}{1000}$
Non-Fuel Energy	3.863¢/kWh

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

During the initial installation period:
Facilities in service for 15 days or less will not be billed;
Facilities in service for 16 days or more will be billed for a full month.

MINIMUM MONTHLY BILL:

The minimum monthly bill shall be the applicable Facilities Maintenance and Billing charges.

(Continued on Sheet No. 8.722)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Eleventh Revised Sheet No. 8.722
Cancels Tenth Revised Sheet No. 8.722

(Continued from Sheet No. 8.721)

EARLY TERMINATION:

If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the following Termination Factors to the installed cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment.

FPL may also charge the Customer for the cost to the utility for removing the facilities.

Ten (10) Years Payment Option	Termination Factor	Twenty (20) Years Payment Option	Termination Factor
1	1.1398	1	1.1398
2	0.9830	2	1.0329
3	0.9040	3	1.0078
4	0.8188	4	0.9806
5	0.7268	5	0.9514
6	0.6275	6	0.9198
7	0.5203	7	0.8857
8	0.4047	8	0.8489
9	0.2799	9	0.8091
10	0.1453	10	0.7663
>10	0.0000	11	0.7200
		12	0.6701
		13	0.6163
		14	0.5582
		15	0.4954
		16	0.4277
		17	0.3547
		18	0.2759
		19	0.1908
		20	0.0991
		>20	0.0000

WILLFUL DAMAGE:

In the event of willful damage to these facilities, FPL will provide the initial repair of each installed item at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to these FPL-owned facilities, the Customer will be responsible for the cost for repair orreplacement.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective

FLORIDA POWER & LIGHT COMPANY

Fortieth Revised Sheet No. 8.725
Cancels Thirty-Nineth Revised Sheet No. 8.725

OUTDOOR LIGHTING
(Closed Schedule)

RATE SCHEDULE OL-1

AVAILABLE:

In all areas served.

APPLICATION:

For year-round outdoor security lighting of yards, walkways and other areas. Lights to be served hereunder shall be at locations which are easily and economically accessible to Company vehicles and personnel for construction and maintenance.

It is intended that Company-owned security lights will be installed on existing Company-owned electric facilities, or short extension thereto, in areas where a street lighting system is not provided or is not sufficient to cover the security lighting needs of a particular individual or location. Where more extensive security lighting is required, such as for large parking lots or other commercial areas, the Customer will provide the fixtures, supports and connecting wiring; the Company will connect to the Customer's system and provide the services indicated below. All services will be applicable to Customers who were active prior to January 1, 2022. All new Outdoor Lighting will now be offered in the lighting tariff LT-1. As non-LED fixture inventory becomes unavailable, customers may terminate service or accept replacements as LED under the LT-1 tariff. Customers that accept replacements must enter into a new agreement. This schedule will be terminated on December 31, 2029.

SERVICE:

Service includes lamp renewals, energy from approximately dusk each day until approximately dawn the following day, and maintenance of Company-owned facilities. The Company will replace all burned-out lamps and will maintain its facilities during regular daytime working hours as soon as practicable following notification by the Customer that such work is necessary. The Company shall be permitted to enter the Customer's premises at all reasonable times for the purpose of inspecting, maintaining, installing and removing any or all of its equipment and facilities.

The Company will use reasonable diligence to furnish a regular and uninterrupted service. Company shall not be liable to the Customer or any other person for complete or partial interruptions of service, fluctuations in voltage, or curtailment of service that may occur as a result of a variety of events and circumstances, including, without limitation: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; (e) events of an emergency or as necessary to maintain the safety and integrity of the Company's facilities; or (f) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure. In any such case, the Company will not be liable for damages, including, but not limited to, loss of revenues or production. The Company reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

The Company has the right at any time to remove the light for non-payment and decline new request to customers with prior non-payment activity.

LIMITATION OF SERVICE:

This schedule is not available for service normally supplied on the Company's standard street lighting schedules. Company-owned facilities will be installed only on Company-owned poles. Customer-owned facilities will be installed only on Customer-owned poles. Overhead conductors will not be installed in any area designated as an underground distribution area, or any area, premises or location served from an underground source. Customer must have an active house or premise account associated with this service. Stand-by or resale service not permitted hereunder.

MONTHLY RATE:

Luminaire Type	Lamp Size Initial Lumens/Watts		KWH/Mo Estimate	Charge for Company-Owned Unit ($) Fixtures	Maintenance	Energy Non-Fuel **	Total	Charge for Customer-Owned Unit ($) Relamping/Energy	Energy Only
High Pressure Sodium Vapor	6,300	70	29	$6.73	$2.50	$1.12	$10.35	$3.62	$1.12
" "	9,500	100	41	$6.87	$2.50	$1.58	$10.95	$4.08	$1.58
" "	16,000	150	60	$7.12	$2.55	$2.32	$11.99	$4.87	$2.32
" "	22,000	200	88	$10.35	$3.27	$3.40	$17.02	$6.67	$3.40
" "	50,000	400	168	$11.00	$3.22	$6.49	$20.71	$9.71	$6.49
" "	12,000	150	60	$7.76	$2.84	$2.32	$12.92	$5.16	$2.32
Mercury Vapor	6,000	140	62	$5.15	$2.23	$2.40	$9.78	$4.63	$2.40
" "	8,600	175	77	$5.20	$2.23	$2.97	$10.40	$5.20	$2.97
" "	21,500	400	160	$8.52	$3.15	$6.18	$17.85	$9.33	$6.18

** The non-fuel energy charge is 3.863¢ per kWh.

(Continued on Sheet No. 8.726)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

Forty-First Revised Sheet No. 8.726
Cancels Fortieth Revised Sheet No. 8.726

FLORIDA POWER & LIGHT COMPANY

(Continued from Sheet No. 8.725)

Charges for other Company-owned facilities:

Wood pole and span of conductors:	$14.51
Concrete pole and span of conductors:	$19.60
Fiberglass pole and span of conductors:	$23.03
Steel pole used only for the street lighting system	$19.60
Underground conductors (excluding trenching)	$0.112 per foot
Down-guy, Anchor and Protector	$13.19

For Customer-owned outdoor lights, where the Customer contracts to relamp at no cost to FPL, the monthly rate for non-fuel energy shall be 3.863¢ per kWh of estimated usage of each unit plus adjustments.

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

SPECIAL PROVISION:

Where the Company provides facilities other than those listed above, the monthly charges, as applicable shall be computed as follows: Facilities Charge: 1.25% of the Company's average installed cost of the pole, light fixture, or both.

Maintenance Charge: FPL shall use the maintenance charges in this tariff for fixtures that fall under the special provision based on wattage. If a special provision fixture falls between two wattages, the maintenance charge will be averaged between two existing wattages.

Non-Fuel Energy Charge: 3.863¢ per kWh

TERM OF SERVICE:

Not less than one year. In the event the Company installs any facilities for which there is an added monthly charge, the Term of Service shall be for not less than three years.

If the Customer terminates service before the expiration of the initial term of the agreement, the Company may require reimbursement for the total expenditures made to provide such service, plus the cost of removal of the facilities installed less the salvage value thereof, and less credit for all monthly payments made for Company-owned facilities.

WILLFUL DAMAGE:

In the event of willful damage to these facilities, FPL will provide the initial repair of each installed item at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to these FPL-owned facilities, the Customer will be responsible for the cost for repair or replacement.

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.

COMPANY-OWNED FACILITIES:

Company-owned luminaires normally will be mounted on Company's existing distribution poles and served from existing overhead wires. The Company will provide one span of secondary conductor from existing secondary facilities to a Company-owned light at the Company's expense. When requested by the Customer, and at the option of the Company, additional spans of wire or additional poles or underground conductors may be installed by the Company upon agreement by the Customer to use the facilities for a minimum of three years and pay each month the charges specified under MONTHLY RATE.

(Continued on Sheet No. 8.727)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 8.727
Cancels Fourth Revised Sheet No. 8.727

(Continued from Sheet No. 8.726)

MONTHLY RATE:

The Customer will make a lump sum payment for the cost of changes in the height of existing poles or the installation of additional poles in the Company's distribution lines or the cost of any other facilities required for the installation of lights to be served hereunder.

At the Customer request, the Company will upgrade to a higher level of illumination without a service charge when the changes are consistent with good engineering practices. The Customer will pay the Company the net costs incurred in making other lamp size changes. In all cases where luminaries are replaced, the Customer will sign a new service agreement. Billing on the rate for the new luminaire or lamp size will begin as of the next regular billing date. A luminaire may be relocated at the Customer's request upon payment by the Customer of the costs of removal and reinstallation.

The Company will not be required to install equipment at any location where the service may be objectionable to others. If it is found after installation that the light is objectionable, the Company may terminate the service.

When the Company relocates or removes its facilities to comply with governmental requirements, or for any other reason, either the Company or the Customer shall have the right, upon written notice, to discontinue service hereunder without obligation or liability.

SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the fuel charges associated with the fixtures that are turned off.

CUSTOMER-OWNED FACILITIES:

Customer-owned luminaires and other facilities will be of a type and design specified by the Company to permit servicing and lamp replacement at no abnormal cost. The Customer will provide all poles, fixtures, initial lamps and controls, and circuits up to the point of connection to the Company's supply lines, and an adequate support for the Company-owned service conductors.

The Company will provide an overhead service drop from its existing secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer.

DEFINITIONS:

A "Luminaire," as defined by the Illuminating Engineering Society, is a complete lighting unit consisting of a lamp (bulb), together with parts designed to distribute the light, to position and protect the lamp, and connect the lamp to the power supply.

A "Conventional" luminaire is supported by a bracket that is mounted on the side of an ordinary wood pole or an ornamental pole. This is the only type of luminaire offered where service is to be supplied from overhead conductors, although this luminaire may also be used when service is supplied from underground conductors.

A "Contemporary" luminaire is of modern design and is mounted on top of an ornamental pole. Underground conductors are required.

A "Traditional" luminaire resembles an Early American carriage lantern and is mounted on top of a pole. It requires an ornamental pole and underground conductors to a source of supply.

An "Ornamental" pole is one made of concrete or fiberglass.

FLORIDA POWER & LIGHT COMPANY

Fifty-Sixth Revised Sheet No. 8.730
Cancels Fifty-Fifth Revised Sheet No. 8.730

TRAFFIC SIGNAL SERVICE
(Closed Schedule)

RATE SCHEDULE: SL-2

AVAILABLE:

In all areas served.

APPLICATION:

Service for traffic signal lighting where the signal system and the circuit to connect with Company's existing supply lines are installed, owned and maintained by Customer and were active prior to January 1, 2017.

All new or modifications on existing Customer-owned traffic signal lights are to be metered under SL-2M Traffic Signal Metered Service tariff.

SERVICE:

Single phase, 60 hertz and approximately 120/240 volts or higher, at Company's option.

MONTHLY RATE:

Non-Fuel Energy Charges:

Base Energy Charge 6.485¢ per kWh

Additional Charges:

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: $4.86 at each point of delivery.

Note: During the initial installation period of facilities:
Lights and facilities in service for 15 days or less will not be billed;
Lights and facilities in service for 16 days or more will be billed for a full month.

CALCULATED USAGE:

The Calculated Usage at each point of delivery shall be determined by operating tests or utilization of manufacturers' ratings and specifications. The monthly operation shall be based on a standard of 730 hours; however, that portion of the operation which is on a noncontinuous basis shall be adjusted to reflect such operation.

TERM OF SERVICE:

Not less than one (1) billing period.

NOTICE OF CHANGES:

The Customer shall notify the Company at least 30 days prior to any change in rating of the equipment served or the period of operation.

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 th is schedule shall apply.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Fourteenth Revised Sheet No. 8.731
Cancels Thirteenth Revised Sheet No. 8.731

TRAFFIC SIGNAL METERED SERVICE

RATE SCHEDULE: SL-2M

AVAILABLE:

In all areas served.

APPLICATION:

Service for traffic signal lighting where the signal system and the circuit to connect with Company's existing supply lines are installed, owned and maintained by Customer.

Traffic signals active prior to January 1, 2017 may be operating under the closed SL-2 Traffic Signal Service tariff, however, any modifications on existing Customer-owned traffic signal lights under SL-2 will require the customer to convert to a metered service under this tariff.

SERVICE:

Single phase, 60 hertz and approximately 120/240 volts or higher, at Company's option.

MONTHLY RATE:

Base Charge:	$8.73
Non-Fuel Energy Charges:	
Base Energy Charge	6.665¢ per kWh
Additional Charges:	
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges	
Minimum:	$8.73

TERM OF SERVICE:

Not less than one (1) year.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 8.735
Cancels Second Revised Sheet No. 8.735

LIGHTING

RATE SCHEDULE: LT-1

AVAILABLE:

In all areas served.

APPLICATION:

For the purpose of lighting streets and roadways, area lighting including parking lots and common areas, whether public or privately owned, and outdoor lighting.

TYPE OF INSTALLATION:

All new installations will be light emitting diodes (LED). Company-owned fixtures normally will be mounted on poles of the Company's existing distribution system and served from overhead wires. For roadway and area lighting, excluding outdoor lighting, the Company may provide special poles or underground wires at the charges specified below. In addition, the Company, at its discretion, may offer the Customer the option of Company-owned fixtures attached to poles owned by the Customer. For these installations, the customer owned poles require pre-approval by a Company representative.

Outdoor lights can only be mounted on accessible existing distribution poles facing the customer's property.

The location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance.

SERVICE:

Service includes energy from dusk each day until dawn the following day and maintenance of Company-owned lighting systems. Maintenance includes replacement or repair of any circuit component to assure the facilities are operational and safe. The Company will maintain its facilities during regular daytime working hours as soon as practicable following notification by the Customer that such work is necessary. The Company shall be permitted to enter the Customer's premises at all reasonable times for the purpose of inspecting, maintaining, installing and removing any or all of its equipment and facilities.

The Company will use reasonable diligence to furnish a regular and uninterrupted service. Company shall not be liable to the Customer or any other person for complete or partial interruptions of service, fluctuations in voltage, or curtailment of service that may occur as a result of a variety of events and circumstances, including, without limitation: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; (e) events of an emergency or as necessary to maintain the safety and integrity of the Company's facilities; or (f) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure. In any such case, the Company will not be liable for damages, including, but not limited to, loss of revenues or production. The Company reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance. Overhead conductors will not be installed in any area designated as an underground distribution area, or any area, premises or location served from an underground source.

For outdoor lights, customer must have an active house or premise account associated with this service.

Stand-by or resale service is not permitted hereunder.

(Continued on Sheet No. 8.736)

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 8.736
Cancels First Revised Sheet No. 8.736

(Continued from Sheet No. 8.735)

CUSTOMER CONTRIBUTIONS:

A Contribution-in-Aid-of-Construction (CIAC) will be required for:

a) the differential cost between employing rapid construction techniques in trenching, backfilling and pole installation work where no obstructions exist, and the added cost to overcome obstructions such as sprinkler systems, paved surfaces (such as sidewalks, curbs, gutters, and roadways), landscaping, sodding and other obstructions encountered along the Lighting System installation route, including repair and replacement. If the Customer elects to perform work such as trenching and restoration, they will be reimbursed by the Company with a credit (not to exceed the total CIAC cost) for the value of this work as determined by the Company.

b) the installation cost of any new overhead distribution facilities and/or the cost of alterations to existing distribution facilities which are required in order to serve the Lighting System less four (4) times the additional annual non-fuel energy revenue generated by the installation or alteration of the Lighting System, plus where underground facilities are installed, the differential installation cost between underground and overhead distribution facilities.

These costs shall be paid by the Customer prior to the initiation of any construction work by the Company. The Customer shall also pay any additional costs associated with design modifications requested after the original estimate has been made.

REMOVAL OR RELOCATION OF FACILITIES:

If Company owned lighting facilities are removed by Customer request, breach of the Agreement or non-payment, the Customer may be responsible to pay the net book value for the fixtures, poles, and additional lighting facility charges plus the cost to remove the facilities. These charges do not apply to conversions of Company owned non-LED to Company owned LED lights.

When the Company relocates or removes its facilities to comply with governmental requirements, either the Company or the Customer shall have the right, upon written notice, to discontinue service hereunder without obligation or liability.

Facility relocations are treated as removals of facilities from the old location and installation of the new facilities in the new location. Facilities will not be transferred and reused at a new location.

In all cases, should the Customer request termination of the Agreement, such termination will require written notice 90 days prior to the date of termination.

CONVERSION OF COMPANY OWNED NON-LED LIGHTS TO COMPANY OWNED LED LIGHTS:

For customers converting, Company owned non-LED to Company owned LED Lights, the LED Conversion Recovery Charge will apply and there will be no charge for the fixtures being removed. Any other charges for relocation or replacement of Company owned facilities would still apply.

CHANGE IN FIXTURE SIZE OR TYPE:

At the Customer's request, the Company will change to a lower or higher level of illumination when the changes are consistent with good engineering practices. A LED fixture will be the only modification from an LED or non-LED fixture request. The Customer will pay the net book value of the existing fixture, plus removal costs and will receive a credit for 4 years additional revenue generated by the larger fixtures, if applicable. If changes are required to the distribution system to support the larger lights, standard CIAC charges as described on sheet no. 8.736 will also apply. The Customer will pay the Company the net costs incurred in making other fixture changes.

(Continued on Sheet No. 8.736.1)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

Sixth Revised Sheet No. 8.736.1
FLORIDA POWER & LIGHT COMPANY **Cancels Fifth Revised Sheet No. 8.736.1**

(Continued from Sheet No. 8.736)

MONTHLY RATES FOR MAINTENANCE AND CONVERSION:

Maintenance per Fixture (FPL Owned Fixture and Pole)	$1.65
Maintenance per Fixture for FPL fixtures on Customer Pole	$1.33
LED Conversion Recovery	$2.11

MONTHLY RATES FOR POLES USED ONLY FOR LIGHTING SYSTEM:

Standard Wood pole	$6.67
Standard Concrete pole	$9.13
Standard Fiberglass pole	$10.78
Decorative Concrete pole	$19.60

MONTHLY RATES FOR LED FIXTURES*:

		Fixture Tier														
Energy Tier	Charge	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
A	$ -	1.50	4.50	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50	34.50	37.50	40.50	43.50
B	$ 0.20	1.70	4.70	7.70	10.70	13.70	16.70	19.70	22.70	25.70	28.70	31.70	34.70	37.70	40.70	43.70
C	$ 0.40	1.90	4.90	7.90	10.90	13.90	16.90	19.90	22.90	25.90	28.90	31.90	34.90	37.90	40.90	43.90
D	$ 0.60	2.10	5.10	8.10	11.10	14.10	17.10	20.10	23.10	26.10	29.10	32.10	35.10	38.10	41.10	44.10
E	$ 0.80	2.30	5.30	8.30	11.30	14.30	17.30	20.30	23.30	26.30	29.30	32.30	35.30	38.30	41.30	44.30
F	$ 1.00	2.50	5.50	8.50	11.50	14.50	17.50	20.50	23.50	26.50	29.50	32.50	35.50	38.50	41.50	44.50
G	$ 1.20	2.70	5.70	8.70	11.70	14.70	17.70	20.70	23.70	26.70	29.70	32.70	35.70	38.70	41.70	44.70
H	$ 1.40	2.90	5.90	8.90	11.90	14.90	17.90	20.90	23.90	26.90	29.90	32.90	35.90	38.90	41.90	44.90
I	$ 1.60	3.10	6.10	9.10	12.10	15.10	18.10	21.10	24.10	27.10	30.10	33.10	36.10	39.10	42.10	45.10
J	$ 1.80	3.30	6.30	9.30	12.30	15.30	18.30	21.30	24.30	27.30	30.30	33.30	36.30	39.30	42.30	45.30
K	$ 2.00	3.50	6.50	9.50	12.50	15.50	18.50	21.50	24.50	27.50	30.50	33.50	36.50	39.50	42.50	45.50
L	$ 2.20	3.70	6.70	9.70	12.70	15.70	18.70	21.70	24.70	27.70	30.70	33.70	36.70	39.70	42.70	45.70
M	$ 2.40	3.90	6.90	9.90	12.90	15.90	18.90	21.90	24.90	27.90	30.90	33.90	36.90	39.90	42.90	45.90
N	$ 2.60	4.10	7.10	10.10	13.10	16.10	19.10	22.10	25.10	28.10	31.10	34.10	37.10	40.10	43.10	46.10
O	$ 2.80	4.30	7.30	10.30	13.30	16.30	19.30	22.30	25.30	28.30	31.30	34.30	37.30	40.30	43.30	46.30
P	$ 3.00	4.50	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50	34.50	37.50	40.50	43.50	46.50
Q	$ 3.20	4.70	7.70	10.70	13.70	16.70	19.70	22.70	25.70	28.70	31.70	34.70	37.70	40.70	43.70	46.70
R	$ 3.40	4.90	7.90	10.90	13.90	16.90	19.90	22.90	25.90	28.90	31.90	34.90	37.90	40.90	43.90	46.90
S	$ 3.60	5.10	8.10	11.10	14.10	17.10	20.10	23.10	26.10	29.10	32.10	35.10	38.10	41.10	44.10	47.10
T	$ 3.80	5.30	8.30	11.30	14.30	17.30	20.30	23.30	26.30	29.30	32.30	35.30	38.30	41.30	44.30	47.30
U	$ 4.00	5.50	8.50	11.50	14.50	17.50	20.50	23.50	26.50	29.50	32.50	35.50	38.50	41.50	44.50	47.50
V	$ 4.20	5.70	8.70	11.70	14.70	17.70	20.70	23.70	26.70	29.70	32.70	35.70	38.70	41.70	44.70	47.70
W	$ 4.40	5.90	8.90	11.90	14.90	17.90	20.90	23.90	26.90	29.90	32.90	35.90	38.90	41.90	44.90	47.90
X	$ 4.60	6.10	9.10	12.10	15.10	18.10	21.10	24.10	27.10	30.10	33.10	36.10	39.10	42.10	45.10	48.10
Y	$ 4.80	6.30	9.30	12.30	15.30	18.30	21.30	24.30	27.30	30.30	33.30	36.30	39.30	42.30	45.30	48.30
Z	$ 5.00	6.50	9.50	12.50	15.50	18.50	21.50	24.50	27.50	30.50	33.50	36.50	39.50	42.50	45.50	48.50
AA	$ 5.20	6.70	9.70	12.70	15.70	18.70	21.70	24.70	27.70	30.70	33.70	36.70	39.70	42.70	45.70	48.70
BB	$ 5.40	6.90	9.90	12.90	15.90	18.90	21.90	24.90	27.90	30.90	33.90	36.90	39.90	42.90	45.90	48.90
CC	$ 5.60	7.10	10.10	13.10	16.10	19.10	22.10	25.10	28.10	31.10	34.10	37.10	40.10	43.10	46.10	49.10
DD	$ 5.80	7.30	10.30	13.30	16.30	19.30	22.30	25.30	28.30	31.30	34.30	37.30	40.30	43.30	46.30	49.30
EE	$ 6.00	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50	34.50	37.50	40.50	43.50	46.50	49.50

* Catalog of available fixtures and the assigned billing tier for each can be viewed at www.FPL.com/partner/builders/lighting.html
The non-fuel energy charge is 3.863¢ per kWh; where the kWh is calculated as (wattage x 353.3 hours per month)/ 1000

(Continued on Sheet No. 8.736.2)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER& LIGHT COMPANY

Sixth Revised Sheet No. 8.736.2
Cancels Fifth Revised Sheet No. 8.736.2

(Continued from Sheet No. 8.736.1)

SPECIAL PROVISIONS:

Where the Company provides fixtures or poles other than those referenced and incorporated into the pricing table above, the monthly charges, as applicable shall be computed as follows:

Charge: 1.25% of the Company's average installed cost of the pole, light fixture, or both.
Standard maintenance fees to apply
Standard non-fuel energy charge to apply

Any other Lighting related offerings that are not incorporated into the pricing table above will take service under the Special Provision.

HOLIDAY LIGHTING:

This service is provided to governmental customers only, for purposes of providing service for customer-owned Holiday Lighting. All holiday lighting installations will require a Holiday Decorations Attachment Agreement. Holiday lighting installations may only be placed on poles approved by FPL for placement of such lighting and must be in accordance with FPL standards. For the avoidance of doubt, any such placement will be at the sole discretion of FPL. Service is applicable November 1 through January 31 each year. Receptacle installation or replacement charges must be paid in advance of service and are as follows:

Receptacle Installation or Replacement per unit charge: $492

kWh consumption for November 1 through January 31 will be estimated and billed over a 12-month average. The standard non-fuel energy and maintenance charges shall apply.

ADDITIONAL LIGHTING CHARGE:

Any special or additional lighting charges, which are required by the Company, will be billed in addition to the above rates.

Charge: 1.25% of the Company's average installed cost of the additional lighting facilities.

As of January 1, 2022, the factor pertaining to Underground Conductor will be closed to new customers.
Underground Conductor 5.462¢ per foot

BILLING

During the initial installation period:
Facilities in service for 15 days or less will not be billed;
Facilities in service for 16 days or more will be billed for a full month.

For outdoor lights only, the Company has the right at any time to remove the light for non-payment and decline new request to customers with prior non-payment activity.

WILLFUL DAMAGE:

Upon the second occurrence of willful damage to any Company-owned facilities, the Customer will be responsible for the cost incurred for repair or replacement. If the lighting fixture is damaged, based on prior written instructions from the Customer, the Company will:

a) If a commercially available and Company approved device exists, install a protective shield. The Customer shall pay $280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed before the second occurrence, the Customer shall only pay the cost of the shield; or
b) Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the estimated costs of the replacement fixture; or
c) Terminate service to the fixture. In this case, the lighting facilities will be removed from the field and from billing; the Customer will pay the lighting facilities charges for the remaining period of the currently active term of service plus the cost to remove the facilities.

Option selection shall be made by the Customer in writing and apply to all fixtures which the Company has installed on the Customer's behalf on the same account. Selection changes may be made by the Customer at any time and will become effective ninety (90) days after written notice is received.

(Continued on Sheet No. 8.738)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 8.738
Cancels Second Revised Sheet No. 8.738

(Continued from Sheet No. 8.737)

OTHER CHARGES:

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the non-fuel charges associated with the fixtures that are turned off.

TERM OF SERVICE:

Service for outdoor lighting will be established for a minimum of one (1) year unless terminated by either the Company or the Customer.

All other services, besides outdoor lighting mentioned above, will require a Lighting Agreement.

Lighting agreements will have an initial term of ten (10) years with automatic, successive five (5) year extensions unless renegotiated or terminated in writing by either the Company or the Customer at least ninety (90) days prior to the current term's expiration. In the event of the sale of the real estate property upon which the facilities are installed, upon the written consent of the Company, the contract may be assigned by the Customer to the Purchaser. No assignment shall not relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by the Company.

Term of service begins upon execution of the Lighting Agreement.

All governmental or commercial / industrial customer contracts to be executed by property owner or governing body.

All existing contract terms prior to January 1, 2022 will be honored.

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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 8.739
Cancels Third Revised Sheet No. 8.739

OUTDOOR SERVICE
(Closed Schedule)

RATE SCHEDULE: OS I/II

AVAILABLE:

In all areas served. Available to any lighting customer, who, as of December 31, 2021, was taking service pursuant to this schedule or had a fully executed copy of a Lighting Agreement with the Company.

OS-I/II STREET, ROADWAY, AND GENERAL AREA LIGHTING:

APPLICATION:

Applicable for street, roadway, and general area lighting service under the provisions of the Company's standard contract for such service. Service hereunder includes power supply and may include lamp renewals and regular maintenance. All modifications to existing or new Customer-owned circuits to be metered under SL-1M Street Light Metered tariff.

LIMITATION OF SERVICE:

Company-owned fixtures will be mounted on Company-owned poles of the Company's distribution system. Customer-owned fixtures will be mounted on Customer-owned poles, of a standard type and design, permitting service and maintenance at no abnormal cost to the Company. Existing company owned LED and non-LED fixtures such as high-pressure sodium vapor (HPSV), mercury vapor or metal halide luminaires permitted in closed tariffs prior to January 1, 2022 will be considered legacy fixtures. All new lighting installations will be covered under the lighting tariff LT-1. Service will remain as lamp renewals and fixture replacement until such time when the Company decides to no longer make available. As non-LED fixture inventory becomes unavailable, customers may terminate service or accept replacements as LED under the LT-1 tariff. Customers that accept replacements must enter into a new agreement. The Company will communicate a plan to replace non-LED fixtures with LED fixtures at current applicable rates. This schedule will be terminated on December 31, 2029.

Stand-by or resale service is not permitted hereunder.

MONTHLY RATES:

High Pressure Sodium Vapor

Initial Lamp Rating (Lumen)	Description	Lamp Wattage	Line Wattage	Est. kWh **	Fixture Charge	Maint. Charge	Energy Charge ***	Total Charge
5400	Open Bottom	70	84	29	$4.25	$2.22	$1.12	$7.59
8800	Open Bottom	100	120	41	$3.65	$2.04	$1.58	$7.27
8800	Open Bottom w/Shield	100	120	41	$4.98	$2.36	$1.58	$8.92
8800	Acorn	100	120	41	$18.17	$5.99	$1.58	$25.74
8800	Colonial	100	120	41	$4.91	$2.34	$1.58	$8.83
8800	English Coach	100	120	41	$19.82	$6.41	$1.58	$27.81
8800	Destin Single	100	120	41	$34.12	$10.31	$1.58	$46.01
17600	Destin Double	200	240	82	$68.00	$19.86	$3.17	$91.03
5400	Cobrahead	70	84	29	$5.99	$2.70	$1.12	$9.81
8800	Cobrahead	100	120	41	$4.98	$2.36	$1.58	$8.92
20000	Cobrahead	200	233	80	$6.89	$2.93	$3.09	$12.91
25000	Cobrahead	250	292	100	$6.69	$2.88	$3.86	$13.43
46000	Cobrahead	400	477	164	$7.04	$2.97	$6.34	$16.35
8800	Cutoff Cobrahead	100	120	41	$5.51	$2.51	$1.58	$9.60
25000	Cutoff Cobrahead	250	292	100	$6.77	$2.90	$3.86	$13.53
46000	Cutoff Cobrahead	400	477	164	$7.05	$2.97	$6.34	$16.36
25000	Bracket Mount CIS	250	292	100	$15.50	$5.25	$3.86	$24.61
25000	Tenon Top CIS	250	292	100	$15.51	$5.25	$3.86	$24.62

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 8.739.1
Cancels Third Revised Sheet No. 8.739.1

High Pressure Sodium Vapor (continued)

Initial Lamp Rating (Lumen)	Description	Lamp Wattage	Line Wattage	Est. kWh	Fixture Charge	Maint. Charge	Energy Charge	Total Charge
				**			***	
46000	Bracket Mount CIS	400	468	161	$16.54	$5.52	$6.22	$28.28
20000	Small ORL	200	233	80	$15.90	$5.36	$3.09	$24.35
25000	Small ORL	250	292	100	$15.31	$5.20	$3.86	$24.37
46000	Small ORL	400	477	164	$16.01	$5.39	$6.34	$27.74
20000	Large ORL	200	233	80	$25.89	$8.07	$3.09	$37.05
46000	Large ORL	400	477	164	$29.16	$8.97	$6.34	$44.47
46000	Shoebox	400	477	164	$13.37	$4.68	$6.34	$24.39
16000	Directional	150	197	68	$7.52	$3.04	$2.63	$13.19
20000	Directional	200	233	80	$10.86	$4.01	$3.09	$17.96
46000	Directional	400	477	164	$8.06	$3.25	$6.34	$17.65
125000	Large Flood	1000	1105	379	$12.81	$4.78	$14.64	$32.23

Metal Halide

Initial Lamp Rating (Lumen)	Description	Lamp Wattage	Line Wattage	Est. kWh	Fixture Charge	Maint. Charge	Energy Charge	Total Charge
12000	Acorn	175	210	72	$18.35	$7.49	$2.78	$28.62
12000	Colonial	175	210	72	$5.07	$3.93	$2.78	$11.78
12000	English Coach	175	210	72	$20.21	$8.26	$2.78	$31.25
12000	Destin Single	175	210	72	$34.65	$12.29	$2.78	$49.72
24000	Destin Double	350	420	144	$69.11	$23.01	$5.56	$97.68
32000	Small Flood	400	476	163	$8.24	$3.45	$6.30	$17.99
32000	Small Parking Lot	400	476	163	$15.23	$5.37	$6.30	$26.90
100000	Large Flood	1000	1100	378	$11.82	$6.86	$14.60	$33.28
100000	Large Parking Lot	1000	1100	378	$26.27	$9.52	$14.60	$50.39

Metal Halide Pulse Start

Initial Lamp Rating (Lumen)	Description	Lamp Wattage	Line Wattage	Est. kWh	Fixture Charge	Maint. Charge	Energy Charge	Total Charge
13000	Acorn	150	190	65	$20.81	$7.30	$2.51	$30.62
13000	Colonial	150	190	65	$6.47	$3.43	$2.51	$12.41
13000	English Coach	150	190	65	$21.27	$7.44	$2.51	$31.22
13000	Destin Single	150	190	65	$45.12	$13.89	$2.51	$61.52
26000	Destin Double	300	380	130	$91.04	$27.79	$5.02	$123.85
33000	Small Flood	350	400	137	$9.23	$4.42	$5.29	$18.94
33000	Shoebox	350	400	137	$11.05	$4.93	$5.29	$21.27
68000	Flood	750	840	288	$9.52	$7.43	$11.13	$28.08

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FLORIDA POWER& LIGHT COMPANY

Fourth Revised Sheet No. 8.739.2
Cancels Third Revised Sheet No. 8.739.2

Mercury Vapor

Initial Lamp Rating (Lumen)	Description	Lamp Wattage	Line Wattage	Est. kWh **	Fixture Charge	Maint. Charge	Energy Charge ***	Total Charge
7000	Open Bottom	175	195	67	$2.96	$1.78	$2.59	$7.33
3200	Cobrahead	100	114	39	$5.47	$2.49	$1.51	$9.47
7000	Cobrahead	175	195	67	$4.96	$2.32	$2.59	$9.87
9400	Cobrahead	250	277	95	$6.54	$2.85	$3.67	$13.06
17000	Cobrahead	400	442	152	$7.13	$2.96	$5.87	$15.96
48000	Cobrahead	1000	1084	372	$14.30	$5.11	$14.37	$33.78
17000	Directional	400	474	163	$10.72	$3.95	$6.30	$20.97

LED

Nominal Delivered Lumen	Description	Lamp Wattage	Line Wattage	Est. kWh	Fixture Charge	Maint. Charge	Energy Charge	Total Charge
3776	Acorn	75	75	26	$24.69	$12.75	$1.00	$38.44
4440	Streetlight	72	72	25	$19.16	$6.55	$0.97	$26.68
2820	Acorn A5	56	56	19	$32.87	$10.17	$0.73	$43.77
5100	Cobrahead S2	73	73	25	$7.79	$5.07	$0.97	$13.83
10200	Cobrahead S3	135	135	46	$9.57	$5.85	$1.78	$17.20
6320	ATB071 S2/S3	71	71	24	$9.70	$6.60	$0.93	$17.23
9200	ATB1 105 S3	105	105	36	$14.16	$7.97	$1.39	$23.52
23240	ATB2 280 S4	280	280	96	$16.03	$9.24	$3.71	$28.98
7200	E132 A3	132	132	45	$38.31	$11.19	$1.74	$51.24
9600	E157 SAW	157	157	54	$25.92	$7.74	$2.09	$35.75
7377	WP9 A2/S2	140	140	48	$58.26	$19.31	$1.85	$79.42
15228	Destin Double	210	210	72	$89.16	$42.64	$2.78	$134.58
9336	ATB0 108	108	108	37	$8.97	$5.84	$1.43	$16.24
3640	Colonial	45	45	15	$10.42	$6.68	$0.58	$17.68
5032	LG Colonial	72	72	25	$12.13	$7.29	$0.97	$20.39
4204	Security Lt	43	43	15	$5.87	$3.52	$0.58	$9.97
5510	Roadway 1	62	62	21	$7.08	$4.50	$0.81	$12.39
32327	Galleon 6sq	315	315	108	$27.53	$14.58	$4.17	$46.28
38230	Galleon 7sq	370	370	127	$30.53	$16.25	$4.91	$51.69
53499	Galleon 10sq	528	528	181	$42.22	$21.72	$6.99	$70.93
36000	Flood 421 W	421	421	145	$22.10	$12.20	$5.60	$39.90
5355	Wildlife Cert	106	106	36	$21.67	$11.51	$1.39	$34.57
8300	Evolve Area	72	72	25	$17.56	$9.45	$0.97	$27.98
8022	ATB0 70	72	72	25	$9.51	$5.72	$0.97	$16.20
11619	ATB0 100	104	104	36	$10.20	$6.03	$1.39	$17.62
30979	ATB2 270	274	274	94	$18.42	$10.01	$3.63	$32.06
9514	Roadway 2	95	95	33	$7.73	$4.78	$1.27	$13.78
15311	Roadway 3	149	149	51	$10.65	$6.13	$1.97	$18.75
28557	Roadway 4	285	285	98	$14.56	$8.10	$3.79	$26.45
5963	Colonial Large	72	72	25	$11.34	$6.40	$0.97	$18.71
4339	Colonial Small	45	45	15	$10.83	$6.17	$0.58	$17.58
8704	Acorn A	81	81	28	$23.92	$11.94	$1.08	$36.94
7026	Destin I	99	99	34	$40.21	$19.08	$1.31	$60.60
37400	Flood Large	297	297	102	$21.21	$10.56	$3.94	$35.71
28700	Flood Medium	218	218	75	$18.11	$9.19	$2.90	$30.20
18600	Flood Small	150	150	52	$15.60	$7.94	$2.01	$25.55

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Fourth Revised Sheet No. 8.739.3
Cancels Third Revised Sheet No. 8.739.3

FLORIDA POWER & LIGHT COMPANY

LED(Continued)

Nominal Delivered Lumen	Description	Lamp Wattage	Line Wattage	Est. kWh **	Fixture Charge	Maint. Charge	Energy Charge ***	Total Charge
23588	ATB2 210	208	208	71	$15.90	$8.82	$2.74	$27.46
8575	Destin	77	77	26	$30.70	$14.97	$1.00	$46.67
1958	Destin Wildlife	56	56	19	$36.86	$17.69	$0.73	$55.28
8212	AEL Roadway ATBS 3K	76	76	26	$5.25	$4.16	$1.00	$10.41
8653	AEL Roadway ATBS 4K	76	76	26	$5.25	$4.16	$1.00	$10.41
5300	Cree RSW Amber – XL	144	144	49	$14.86	$8.48	$1.89	$25.23
3715	Cree RSW Amber – Large	92	92	32	$10.82	$6.71	$1.24	$18.77
7300	EPTC	65	65	22	$17.30	$8.97	$0.85	$27.12
3358	Cont American Elect 3K	38	38	13	$7.26	$4.70	$0.50	$12.46
3615	Cont American Elect 4k	38	38	13	$7.26	$4.70	$0.50	$12.46
16593	AEL ATB2 Gray	133	133	46	$8.78	$5.51	$1.78	$16.07
6586	Holophane Granville 3K	51	51	18	$17.26	$9.45	$0.70	$27.41
12000	Cree XSPM	95	95	33	$7.73	$5.12	$1.27	$14.12

** Estimated Monthly kWh – (Line Wattage x Annual Operating Hours)/(1000 x 12)
*** Energy Charge = 3.863¢/kWh x Estimated Monthly kWh Usage

ADDITIONAL FACILITIES CHARGES:

The above rates apply to lighting installations made on the Company's existing overhead distribution system. Any special or additional facilities, which may be installed at the Company's option, will be billed in addition to the above rates.

13 ft. decorative concrete pole used only for decorative lights (Colonial, Acorn, or English Coach) $23.74.
13 ft. decorative high gloss concrete pole used only for decorative lights (Colonial, Acorn, or English Coach) $20.85.
16 ft. decorative base aluminum pole with 6" Tenon used only for decorative lights (Destin Single or Double) $16.54.
17 ft. decorative base aluminum pole used only for decorative lights (Colonial, Acorn, or English Coach) $24.15.
18 ft. (14 ft. mounting height) aluminum decorative York pole $21.96.
20 ft. (16 ft. mounting height) aluminum decorative Grand pole $17.95. 20 ft.
fiberglass pole used only for decorative lights (Colonial) $8.56.
20 ft. (16 ft. mounting height) aluminum, round, tapered pole (Spun Tenon) $7.53.
20 ft. (16 ft. mounting height) aluminum, round, tapered pole (Welded Tenon) $25.60. 25 ft.
(20 ft. mounting height) aluminum, round, tapered pole $26.76.
30 ft. wood pole $5.55.
30 ft. concrete pole $9.13.
30 ft. fiberglass pole with concrete, anchor-based pedestal used primarily for the 100,000 Lumen Large Parking Lot fixture $54.90.
30 ft. (25 ft. mounting height) aluminum, round, tapered pole $29.68. 30 ft.
aluminum pole used with concrete adjustable base $27.12.
35 ft. concrete pole $9.13.
35 ft. concrete pole (Tenon Top) $9.13.
Charge for 35 ft. wood pole $6.67.
35 ft. (30 ft. mounting height) aluminum, round, tapered pole $33.27.
40 ft. wood pole $6.67.
45 ft. concrete pole (Tenon Top) $9.13. 22 ft.
aluminum pole $19.13.
25 ft. aluminum pole $19.89.
30 ft. aluminum pole with 8'arm $49.78.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 8.739.4
Cancels Third Revised Sheet No. 8.739.4

ADDITIONAL FACILITIES CHARGES (Continued):

30 ft. aluminum pole with 10' arm $52.14.
30 ft. aluminum pole with 12' arm $48.28.
35 ft. aluminum pole with 8' arm $54.80.
35 ft. aluminum pole with 10' arm $54.14.
35 ft. aluminum pole with 12' arm $55.41.
40 ft. aluminum pole with 8' arm $56.72.
40 ft. aluminum pole with 10' arm $59.89.
40 ft. aluminum pole with 12' arm $61.86.
16 ft. aluminum decorative arlen pole $20.85.
16 ft. aluminum decorative arlen pole with banner arms $25.75.
40 ft. concrete pole $9.13.
45 ft. wood pole $6.67.
50 ft. wood pole $6.67.
18 ft. aluminum, round tapered pole $9.84.
14.5 ft. concrete, round tapered pole $23.11.
Single arm for Shoebox/Small Parking Lot fixture $3.22.
Double arm for Shoebox/Small Parking Lot fixture $3.56.
Triple arm for Shoebox/Small Parking Lot fixture $4.98.
Quadruple arm for Shoebox/Small Parking Lot fixture $6.30.
Tenon Top adapter for 100,000 Lumen Large Parking Lot fixture $5.92.
Charge for optional 100 amp relay $33.16.
25 kVA transformer (non-coastal) for 46,000 Lumen Shoebox, 32,000 Lumen Small Parking Lot, or 100,000 Lumen Large Parking Lot fixture(s) $47.36.
25 kVA transformer (coastal) for 46,000 Lumen Shoebox, 32,000 Lumen Small Parking Lot, or 100,000 Lumen Large Parking Lot fixture(s) $67.53.

All other additional facilities shall be billed at 1.25% per month of the Company's cost. Such facilities may include, but are not limited to, additional overhead or underground wiring and special poles approved by the Company.

VANDALISM (WILLFUL DAMAGE):

The Customer will have the following three options on the second occurrence of vandalism (willful damage) to a Company fixture:

1. Pay (a) the total repair costs of the fixture or the original total installed cost of the fixture less any depreciation and salvage value plus the removal cost if the fixture cannot be repaired and (b) the total installed cost of a luminaire protective shield. If the fixture is not compatible with the shield, then the fixture will be replaced with either a compatible 100 watt or 250 watt cobrahead fixture,

2. Request that the damaged fixture be replaced with the same type of unshielded fixture. For this and any subsequent occurrence, the Customer will pay either (a) the total repair costs of the fixture or (b) the original total installed cost of the fixtureless any depreciation and salvage value plus the removal cost if the fixture cannot be repaired, or

3. Discontinue the service to the fixture.

The Customer must notify the Company in writing of its selected option. The Customer may choose to pay the total installed cost of a luminaire protective shield after the first occurrence of vandalism (willful damage) to a Company fixture and save the costs incurred in 1(a) above.

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 8.739.5
Cancels Third Revised Sheet No. 8.739.5

MONTHLY RATES - CUSTOMER OWNED WITHOUT RELAMPING SERVICE AGREEMENT:

Customer-owned street, roadway, and general area lighting fixtures which conform to the specifications of Company-owned fixtures may receive energy at the appropriate charges for each size light above. Customer-owned street, roadway, and general area lighting systems which do not conform to specifications of the Company-owned fixtures shall be charged the monthly rate of 3.863¢/kWh of the estimated kWh usage of each unit. Customer-owned equipment must be approved in advance as to accessibility to be eligible to receive service. The Customer will provide all pole(s), fixture(s), lamp(s), photoelectric control(s), and circuit(s) up to the point of connection to the Company's supply lines (point of service), and an adequate support for the Company-owned service conductors. The Company will provide an overhead service drop from its existing secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer. The distribution system shall serve no other electrical loads except the lighting equipment eligible for this rate.

MONTHLY RATES - CUSTOMER OWNED WITH RELAMPING SERVICE AGREEMENT:

The monthly rates set forth below cover both the electric service (if unmetered) and the replacement of lamps and photoelectric controls upon routine failure. Lamps or photoelectric controls damaged or destroyed due to vandalism or willful abuse are not covered by the agreement and will only be replaced at the Customer's expense. Customer-owned equipment must be approved in advance as to compatibility with Company-owned lamps and photoelectric controls and accessibility to be eligible to receive service. The Customer will provide all pole(s), fixture(s), initial lamp(s) and photoelectric control(s), and circuit(s) up to the point of connection to the Company's supply lines (point of service), and an adequate support for the Company-owned service conductors. The Company will provide an overhead service drop from its existing secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer. The distribution system shall serve no other electrical loads except the lighting equipment eligible for this rate. The Customer remains responsible for all maintenance other than the replacement of lamps and photo electric controls.

MONTHLY RATES - CUSTOMER OWNED WITH RELAMPING SERVICE AGREEMENT:

High Pressure Sodium Vapor

Initial Lamp Rating (Lumen)	Lamp Wattage	Line Wattage	Est. kWh **	Relamping Charge	Energy Charge ***	Total Charge
8800	100	120	41	$0.92	$1.58	$2.50
16000	150	197	68	$0.95	$2.63	$3.58
20000	200	233	80	$0.93	$3.09	$4.02
25000	250	292	100	$0.95	$3.86	$4.81
46000	400	477	164	$0.93	$6.34	$7.27
125000	1000	1105	379	$1.24	$14.64	$15.88

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 8.739.6
Cancels Third Revised Sheet No. 8.739.6

Metal Halide

Initial Lamp Rating (Lumen)	Lamp Wattage	Line Wattage	Est. kWh **	Relamping Charge	Energy Charge ***	Total Charge
32000	400	476	163	$1.11	$6.30	$7.41
100000	1000	1100	378	$4.23	$14.60	$18.83

** Estimated Monthly kWh – (Line Wattage x Annual Operating Hours)/(1000 x 12)
*** Energy Charge – 3.863¢/kWh x Estimated Monthly kWh Usage

The Total Charge shown above is for an unmetered fixture. If the service is metered, there will be no Energy Charge billed under this rate.

ADDITIONAL FACILITIES CHARGES FOR CUSTOMER OWNED:

Any special or additional facilities, which may be installed at the Company's option, will be billed in addition to the above Customer-owned rates.

Charge for 35 ft. wood pole $6.67.

All other additional facilities shall be billed at 1.25 percent per month of the Company's cost.

PROVISION FOR UP FRONT PAYMENT OF ADDITIONAL FACILITIES:

At the Customer's option, the cost of the additional facilities may be paid up front in lieu of a monthly charge. Should the Customer choose this method of payment, the amount will be the Company's total installed cost for these additional facilities for overhead or underground distribution electric service. The Company will retain ownership of th es e additional facilities.

The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

PROVISION FOR UP FRONT PAYMENT OF FIXTURES:

At the Customer's option, the cost of the fixture(s) may be paid up front in lieu of paying the monthly Total Charge of the fixture(s). Should the Customer choose this method of payment, the amount will be the Company's total installed cost for the fixture(s). The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges.

The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis the Maintenance and Energy Charges for the fixture(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

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FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.739.7
Cancels Original Sheet No. 8.739.7

PROVISION FOR CHANGING TO DIFFERENT FIXTURE BEFORE CONTRACT EXPIRES:

The Company will change out a fixture(s) currently being billed to a customer to a different type of fixture(s) at no cost after the expiration of the initial contract term. If a Customer requests that the change out be made prior to the end of the initial contract term, the Customer will be billed labor and overhead costs for the removal of the old fixture or parts necessary for the conversion (lamp, ballast, etc.) and the installation of the new fixture or parts necessary for the conversion (lamp, ballast, etc.). The Customer will then begin paying the price in the tariff applicable to the new fixture(s) that was installed.

TERM OF CONTRACT (OS-I/II):

Service under this schedule shall be for an initial period of not less than three (3) years and shall remain until terminated by notice to either party by the other. When additional facilities are required, the Company may require a contract for a longer initial period.

DEPOSIT (OS-I/II):

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

ADDITIONAL CHARGES (OS-I/II):

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

RECREATIONAL LIGHTING

(Closed Schedule)

RATE SCHEDULE: RL-1

AVAILABLE:

In all areas served. Available to any customer, who, as of January 16, 2001, was either taking service pursuant to this schedule or had a fully executed Recreational Lighting Agreement with the Company.

APPLICATION:

For FPL-owned facilities for the purpose of lighting community recreational areas. This includes, but is not limited to, baseball, softball, football, soccer, tennis, and basketball.

SERVICE:

Service will be metered and will include lighting installation, lamp replacement and facilities maintenance for FPL-owned lighting systems.

The Company will use reasonable diligence to furnish a regular and uninterrupted service. Company shall not be liable to the Customer or any other person for complete or partial interruptions of service, fluctuations in voltage, or curtailment of service that may occur as a result of a variety of events and circumstances, including, without limitation: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; (e) events of an emergency or as necessary to maintain the safety and integrity of the Company's facilities; or (f) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure. In any such case, the Company will not be liable for damages, including, but not limited to, loss of revenues or production. The Company reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance.

Stand-by, non-firm, or resale service is not permitted hereunder.

TERM OF SERVICE:

The term of service is (20) twenty years. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement costs. The Company will retain ownership of these facilities.

FACILITIES PAYMENT OPTION:

The Customer will pay for the facilities in a lump sum in advance of construction. The amount will be the Company's total work order cost for these facilities times the Present Value Revenue Requirement (PVRR) multiplier of 1.1398. Monthly Maintenance and energy charges will apply for the term of service.

FACILITIES SELECTION:

Facilities selection shall be made by the Customer in writing by executing the Company's Recreational Lighting Agreement.

(Continued on Sheet No. 8.744)

FLORIDA POWER & LIGHT COMPANY

Ninth Revised Sheet No. 8.744
Cancels Eighth Revised Sheet No. 8.744

(Continued from Sheet No. 8.743)

MONTHLY RATE:

Facilities:

Paid in full:	Monthly rate is zero.
10 years payment option:	1.307% of total work order cost.*
20 years payment option:	0.891% of total work order cost.*

* Both (10) ten and (20) twenty year payment options are closed to new service, and are only available for the duration of the term of service of those customers that have fully executed a Recreational Lighting Agreement with the Company before January 16, 2001.

Maintenance: FPL's estimated costs of maintaining lighting facilities.

Billing: FPL reserves the right to assess a charge for the recovery of any dedicated billing system developed solely for this rate.

Charge Per Month: Company's otherwise applicable general service rate schedule.

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

MINIMUM MONTHLY BILL:

As provided in the otherwise applicable rate schedule, plus the Facilities Maintenance and Billing charges.

(Continued on Sheet No. 8.745)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Seventh Revised Sheet No. 8.745
Cancels Sixth Revised Sheet No. 8.745

(Continued from Sheet No. 8.744)

EARLY TERMINATION:

If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Recreational Lighting Agreement by giving at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the following Termination Factors to the installed cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment.

FPL may also charge the Customer for the cost to the utility for removing the facilities.

Ten (10)Years Payment Option	Termination Factor	Twenty (20) Years Payment Option	Termination Factor
1	1.1398	1	1.1398
2	0.9830	2	1.0329
3	0.9040	3	1.0078
4	0.8188	4	0.9806
5	0.7268	5	0.9514
6	0.6275	6	0.9198
7	0.5203	7	0.8857
8	0.4047	8	0.8489
9	0.2799	9	0.8091
10	0.1453	10	0.7663
>10	0.0000	11	0.7200
		12	0.6701
		13	0.6163
		14	0.5582
		15	0.4954
		16	0.4277
		17	0.3547
		18	0.2759
		19	0.1908
		20	0.0991
		>20	0.0000

WILLFUL DAMAGE:

In the event of willful damage to these facilities, FPL will provide the initial repair of each installed item at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to these FPL-owned facilities, the Customer will be responsible for the cost for repair or replacement.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Twenty-Ninth Revised Sheet No. 8.750
Cancels Twenty-Eighth Revised Sheet No. 8.750

STANDBY AND SUPPLEMENTAL SERVICE

RATE SCHEDULE: SST-1

AVAILABLE:

In all areas served. Service under this rate schedule is on a customer by customer basis subject to the completion of arrangements necessary for implementation.

APPLICATION:

For electric service to any Customer, at a point of delivery, whose electric service requirements for the Customer's load are supplied or supplemented from the Customer's generation equipment at that point of service and require standby and/or supplemental service. For purposes of determining applicability of this rate schedule, the following definitions shall be used:

(1) "Standby Service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by the Customer's own generation equipment during periods of either scheduled (maintenance) or unscheduled (backup) outages of all or a portion of the Customer's generation.

(2) "Supplemental Service" means electric energy or capacity supplied by the Company in addition to that which is normally provided by the Customer's own generation equipment.

A Customer is required to take service under this rate schedule if the Customer's total generation capacity is more than 20% of the Customer's total electrical load and the Customer's generators are not for emergency purposes only.

Customers taking service under this rate schedule shall enter into a Standby and Supplemental Service Agreement ("Agreement"); however, failure to execute such an agreement will not pre-empt the application of this rate schedule for service.

SERVICE:

Three phase, 60 hertz, and at the available standard voltage. All service supplied by the Company shall be furnished through one metering point. Resale of service is not permitted hereunder.

Transformation Rider - TR, Sheet No. 8.820, does not apply to Standby Service.

MONTHLY RATE:

STANDBY SERVICE

Delivery Voltage:		Below 69 kV		69kV & Above
	SST-1(D1)	SST-1(D2)	SST-1(D3)	SST-1(T)
Contract Standby Demand:	Below 500 kW	500 to 1,999 kW	2,000 kW & Above	All Levels
Base Charge: Demand Charges:	$195.26	$195.26	$663.90	$2,2816.13
Base Demand Charges:				
Distribution Demand Charge per kW of Contract Standby Demand	$4.68	$4.68	$4.68	N/A
Reservation Demand Charge per kW	$2.30	$2.30	$2.30	$2.10
Daily Demand Charge per kW for each daily maximum On-Peak Standby Demand	$1.12	$1.12	$1.12	$0.65

(Continued on Sheet No. 8.751)

Thirty-Fifth Revised Sheet No. 8.751
Cancels Thirty-Fourth Revised Sheet No. 8.751

FLORIDA POWER & LIGHT COMPANY

(Continued from Sheet No. 8.750)

Delivery Voltage:		Below 69 kV		69 kV & Above
	SST-1(D1)	SST-1(D2)	SST-1(D3)	SST-1(T)
Contract Standby Demand:	Below 500 kW	500 to 1,999 kW	2,000 kW & Above	All Levels
Non-Fuel Energy Charges:				
Base Energy Charges:				
On-Peak Period charge per kWh	1.113¢	1.113¢	1.113¢	1.108¢
Off-Peak Period charge per kWh	1.113¢	1.113¢	1.113¢	1.108¢

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the Base Demand Charges.

DEMAND CALCULATION:

The Demand Charge for Standby Service shall be (1) the charge for Distribution Demand **plus** (2) the greater of the sum of the Daily Demand Charges **or** the Reservation Demand Charge times the maximum On-Peak Standby Demand actually registered during the month **plus** (3) the Reservation Demand Charge times the difference between the Contract Standby Demand and the maximum On-Peak Standby Demand actually registered during the month.

SUPPLEMENTAL SERVICE:

Supplemental Service shall be the total power supplied by the Company minus the Standby Service supplied by the Company during the same metering period. The charge for all Supplemental Service shall be calculated by applying the applicable retail rate schedule, excluding the Base charge.

RATING PERIODS:

On-Peak:
November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ET to 10 a.m. ET and 6 p.m. ET to 10 p.m. ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ET to 9 p.m. ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:
All other hours.

CONTRACT STANDBY DEMAND:

The level of Customer's generation requiring Standby Service as specified in the Agreement. This Contract Standby Demand will not be less than the maximum load actually served by the Customer's generation during the current month or prior 23-month period less the amount specified as the Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment. For a Customer receiving only Standby Service as identified under Special Provisions, the Contract Standby Demand shall be maximum load actually served by the Company during the current month or prior 23-month period.

A Customer's Contract Standby Demand may be re-established to allow for the following adjustments:

1. Demand reduction resulting from the installation of FPL Demand Side Management Measures or FPL Research Project efficiency measures; or

(Continued on Sheet No. 8.752)

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FLORIDA POWER & LIGHT COMPANY

Thirty-Fourth Revised Sheet No. 8.760
Cancels Thirty-Third Revised Sheet No. 8.760

INTERRUPTIBLE STANDBY AND SUPPLEMENTAL SERVICE
(OPTIONAL)

RATE SCHEDULE: ISST-1

AVAILABLE:

In all areas served. Service under this rate schedule is on a customer by customer basis subject to the completion of arrangements necessary for implementation.

LIMITATION OFAVAILABILITY:

This schedule may be modified or withdrawn subject to determinations made under Commission Rule 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

APPLICATION:

A Customer who is eligible to receive service under the Standby and Supplemental Service (SST-1) rate schedule may, as an option, take service under this rate schedule, unless the Customer has entered into a contract to sell firm capacity and/or energy to the Company, and the Customer cannot restart its generation equipment without power supplied by the Company, in which case the Customer may only receive Standby and Supplemental Service under the Company's SST-1 rate schedule.

Customers taking service under this rate schedule shall enter into an Interruptible Standby and Supplemental Service Agreement ("Agreement"). This interruptible load shall not be served on a firm service basis until service has been terminated under this rate schedule.

SERVICE:

Three phase, 60 hertz, and at the available standard voltage.

A designated portion of the Customer's load served under this schedule is subject to interruption by the Company. Transformation Rider-TR, where applicable, shall only apply to the Customer's Contract Standby Demand for delivery voltage below 69 kV. Resale of service is not permitted hereunder.

MONTHLY RATE:

STANDBY SERVICE Delivery Voltage:	Distribution Below 69 kV ISST-1(D)	Transmission 69 kV & Above ISST-1(T)
Base Charge:	$759.35	$3,106.71
Demand Charges:		
Base Demand Charges:		
Distribution Demand Charge per kW of Contract Standby Demand	$4.68	N/A
Reservation Demand Charge per kW of Interruptible Standby Demand	$0.40	$0.45
Reservation Demand Charge per kW of Firm Standby Demand	$2.30	$2.10
Daily Demand Charge per kW for each daily maximum On-Peak Interruptible Standby Demand	$0.19	$0.18
Daily Demand Charge per kW for each daily maximum On-Peak Firm Standby Demand	$1.12	$0.65
Non-Fuel Energy Charges: Base Energy Charges:		
On-Peak Period charge per kWh	1.113¢	1.108¢
Off-Peak Period charge per kWh	1.113¢	1.108¢

(Continued on Sheet No. 8.761)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Thirty-Fourth Revised Sheet No. 8.760
Cancels Thirty-Third Revised Sheet No. 8.760

INTERRUPTIBLE STANDBY AND SUPPLEMENTAL SERVICE
(OPTIONAL)

RATE SCHEDULE: ISST-1

AVAILABLE:

In all areas served. Service under this rate schedule is on a customer by customer basis subject to the completion of arrangements necessary for implementation.

LIMITATION OFAVAILABILITY:

This schedule may be modified or withdrawn subject to determinations made under Commission Rule 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

APPLICATION:

A Customer who is eligible to receive service under the Standby and Supplemental Service (SST-1) rate schedule may, as an option, take service under this rate schedule, unless the Customer has entered into a contract to sell firm capacity and/or energy to the Company, and the Customer cannot restart its generation equipment without power supplied by the Company, in which case the Customer may only receive Standby and Supplemental Service under the Company's SST-1 rate schedule.

Customers taking service under this rate schedule shall enter into an Interruptible Standby and Supplemental Service Agreement ("Agreement"). This interruptible load shall not be served on a firm service basis until service has been terminated under this rate schedule.

SERVICE:

Three phase, 60 hertz, and at the available standard voltage.

A designated portion of the Customer's load served under this schedule is subject to interruption by the Company. Transformation Rider-TR, where applicable, shall only apply to the Customer's Contract Standby Demand for delivery voltage below 69 kV. Resale of service is not permitted hereunder.

MONTHLY RATE:

STANDBY SERVICE Delivery Voltage:	Distribution Below 69 kV ISST-1(D)	Transmission 69 kV & Above ISST-1(T)
Base Charge:	$759.35	$3,106.71
Demand Charges:		
Base Demand Charges:		
Distribution Demand Charge per kW of Contract Standby Demand	$4.68	N/A
Reservation Demand Charge per kW of Interruptible Standby Demand	$0.40	$0.45
Reservation Demand Charge per kW of Firm Standby Demand	$2.30	$2.10
Daily Demand Charge per kW for each daily maximum On-Peak Interruptible Standby Demand	$0.19	$0.18
Daily Demand Charge per kW for each daily maximum On-Peak Firm Standby Demand	$1.12	$0.65
Non-Fuel Energy Charges: Base Energy Charges:		
On-Peak Period charge per kWh	1.113¢	1.108¢
Off-Peak Period charge per kWh	1.113¢	1.108¢

(Continued on Sheet No. 8.761)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Ninth Revised Sheet No. 8.761
Cancels Eighth Revised Sheet No. 8.761

(Continued from Sheet No. 8.760)

Additional Charges:

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the Base Demand Charges.

DEMAND CALCULATION:

The Demand Charge for Standby Service shall be:

Distribution - (1) the charge for Distribution Demand **PLUS**

Firm Service - (2) a) the greater of the sum of the Daily Firm Standby Demand Charges **OR** the Reservation Firm Standby Demand Charge times the maximum On-Peak Firm Standby Demand actually registered during the month **PLUS**

b) the Reservation Firm Standby Demand Charge times the difference between the Contract Firm Standby Demand and the maximum On-Peak Firm Standby Demand actually registered during the month **PLUS**

Interruptible Service - (3) a) the greater of the sum of the Daily Interruptible Standby Demand Charges **OR** the Reservation Interruptible Standby Demand Charge times the maximum On-Peak Interruptible Standby Demand actually registered during the month **PLUS**

b) the Reservation Interruptible Standby Demand Charge times the difference between the Contract Interruptible Standby Demand and the maximum On-Peak Interruptible Standby Demand actually registered during the month.

SUPPLEMENTAL SERVICE:

Supplemental Service shall be the total power supplied by the Company minus the Standby Service supplied by the Company during the same metering period. The charge for all Supplemental Service shall be calculated by applying the otherwise applicable rate schedule, excluding the Base charge.

If all or a portion of a Customer's Supplemental Service is Interruptible, then Supplemental Service will be provided pursuant to Rate Schedule CILC-1 or the General Service/Industrial Demand Reduction Rider.

INTERRUPTION:

Interruption Condition:

The Customer's interruptible load served under this rate schedule is subject to interruption when such interruption alleviates any emergency conditions or capacity shortages, either power supply or transmission, or whenever system load, actual or projected, would otherwise require the peaking operation of the Company's generators. Peaking operation entails taking base loaded units, cycling units or combustion turbines above the continuous rated output, which may overstress the generators. These conditions will typically result in less than fifteen (15) interruption periods per year, will typically allow advance notice of four (4) hours or more prior to an interruption period and will typically result in interruption periods of four (4) hours' duration. The Company will not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur as a result of (i) interruptions of more than fifteen (15) periods per year or (ii) providing less than four (4) hours notice. The operating limits under this tariff are described below.

Frequency: The frequency of interruption will not exceed twenty-five (25) interruption periods per year.

Notice: The Company will provide one (1) hour's advance notice or more to a Customer prior to interrupting the Customer's interruptible load.

Duration: The duration of a single period of interruption will not exceed six (6) hours.

(Continued on Sheet No. 8.762)

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Effective:

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 8.762
Cancels Fourth Revised Sheet No. 8.762

(Continued from Sheet No. 8.761)

In the event of an emergency, such as a Generating Capacity Emergency (See Definitions) or a major disturbance, greater frequency, less notice, or longer duration than listed above may occur. If such an emergency develops, the Customer will be given 15 minutes' notice. Less than 15 minutes' notice may only be given in the event that failure to do so would result in loss of power to firm service customers or the purchase of emergency power to serve firm service customers. The Customer agrees that the Company will not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur as a result of providing no notice or less than one (1) hours' notice.

Customer Responsibility:

The Company will interrupt the interruptible portion of the Customer's service for a one-hour period, once per year at a mutually agreeable time and date for testing purposes. Testing purposes include the testing of the interruption equipment to ensure that the load is able to be interrupted within the agreed specifications. If the Customer's load has been successfully interrupted during the previous 12 months, this test obligation will have been met.

The Customer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically interrupt the Customer's load, as specified in the Agreement.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ET to 10 a.m. ET and 6 p.m. ET to 10 p.m. ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ET to 9 p.m. ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

CONTRACT STANDBY DEMAND:

The level of Customer's load requiring Standby Service as specified in the Agreement. This Contract Standby Demand will not be less than the maximum load actually served by the Customer's generation during the current month or prior 23-month period less the amount specified as the Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generating equipment. For a Customer receiving only Standby Service as identified under Special Provisions, the Contract Standby Demand shall be the maximum load actually served by the Company during the current month or prior 23-month period.

A Customer's Contract Standby Demand may be re-established to allow for the following adjustments:

1. Demand reduction resulting from the installation of FPL Demand Side Management Measures or FPL Research Project efficiency measures; or
2. Demand reductions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by FPL; or
3. Permanent changes to customer facilities that result in a permanent loss of electric load, including any fuel substitution resulting in 8.80permanently reduced electricity consumption, upon verification by FPL.

The re-established Contract Standby Demand shall be the higher of the actual Contract Standby Demand calculated in the next billing period following the Customer's written request or the prior Contract Standby Demand minus the calculated demand reduction. Requests to re-establish the Contract Standby Demand may be processed up to twice per calendar year when more than one efficiency measure is installed or where the same efficiency measure is installed in phases.

STANDBY DEMAND:

When the Customer's generation is less than the minimum normal operating level as specified in the Agreement, the Standby Demand is the lesser of (1) the Contract Standby Demand minus the Customer's load being served by the Customer's generation, but not less than zero, or (2) the level of Demand being supplied by the Company.

FIRM STANDBY DEMAND:

The Customer's Firm Standby Demand shall be the lesser of the "Firm Standby Demand" level specified in the Customer's Agreement with the Company, or the highest Standby Demand. The level of "Firm Standby Demand" specified in the Agreement shall not be exceeded during the periods when the Company is interrupting the Customer's load.

(Continued on Sheet No. 8.763)

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FLORIDA POWER & LIGHT COMPANY

Fourteenth Revised Sheet No. 8.763
Cancels Thirteenth Revised Sheet No. 8.763

(Continued from Sheet No. 8.762)

INTERRUPTIBLE STANDBY DEMAND:

The Customer's Interruptible Standby Demand shall be the Customer's Standby Demand less the Customer's Firm Standby Demand.

INTERRUPTION PERIOD:

All hours established by the Company during a monthly billing period in which:

1. the Customer's load is interrupted, or
2. the Customer is billed pursuant to the Continuity of Service Provision.

EXCEPTIONS TO CHARGES FOR EXCEEDING FIRM DEMAND:

If the Customer exceeds the "Firm Standby Demand" during a period when the Company is interrupting load due to:

1. Force Majeure events, as defined in the Technical Terms and Abbreviations of the Company Tariff, which are demonstrated to the satisfaction of the Company to have been beyond the Customer's control, or
2. maintenance of generation equipment necessary for interruption which is performed at a pre-arranged time and date mutually agreed to by the Company and the Customer(See Special Provisions), or
3. adding firm load that was not previously non-firm load to their facility, or
4. an event affecting local, state, or national security and space launch operations, within five (5) days prior to an impending launch,

then the Customer will not be required to pay the Charges for Exceeding Firm Demand during the period of such exceptions, but will be billed pursuant to the Continuity of Service Provision.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, then the Company will terminate service under this rate schedule as described in TERM OF SERVICE.

CHARGES FOR EXCEEDING FIRM STANDBY DEMAND:

If the Customer exceeds the "Firm Standby Demand" during a period when the Company is interrupting load for any reason other than those specified in Exceptions to Charges for Exceeding Firm Standby Demand, then the Customer will be:

1. billed the difference between the Reservation Demand Charge for Firm Standby Demand and the Reservation Demand Charge for Interruptible Standby Demand for the excess kw for the prior sixty (60) months or the number of months the Customer has been billed under the rate schedule, whichever is less, and
2. billed a penalty charge of $1.52 per kw of excess kw for each month of rebilling.

Excess kw for rebilling and penalty charges is determined by taking the difference between the maximum demand during the Interruption Period and the Customer's "Firm Standby Demand". The Customer will not be rebilled or penalized twice for the same excess kw in the calculation described above.

TERM OF SERVICE:

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

Transfers, with less than five (5) years' written notice, to any firm retail rate schedule for which the Customer would qualify may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, the Customer may terminate the Agreement by giving thirty (30) days' advance written notice to the Company.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate this service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

In the even that:

a) service is terminated by the Company for any reason(s) specified in this section, or

b) the Customer transfers the interruptible portion of the Customer's load to "Firm Standby Demand" or to a firm or a curtailable service rate schedule without providing at least five (5) years' advance written notice, or

(Continued on Sheet No. 8.764)

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FLORIDA POWER & LIGHT COMPANY

Thirteenth Revised Sheet No. 8.764
Cancels Twelfth Revised Sheet No. 8.764

(Continued from Sheet No. 8.763)

c) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under firm service or curtailable service rate schedule, or under this Rate Schedule with a shift from non-firm load to firm service,

i) at a different location in the Company's service area, or

ii) under a different name or different ownership, or

iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite five (5) years' advance written notice,

then the Customer will be:

1. rebilled under Rate Schedule SST-1 for the shorter of (a) the most recent prior sixty (60) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and

2. billed a penalty charge of $1.52 per kW times the number of months rebilled in No. 1 above times the Contract Standby Demand.

Except as noted below:

If service under this schedule is terminated by the Customer for any reason, the Customer will not be rebilled as specified in paragraphs 1. and 2. above if:

a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's ISST-1 Schedule or is in the best interests of the Customer, the Company, and the Company's other customers, or

b. the Customer is required to transfer to another retail rate schedule as a result of Commission Rule 25-6.0438, F.A.C., or

c. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility without continuing or establishing similar operations elsewhere in the Company's service area, or,

d. any other Customer(s) with demand reduction equivalent to, or greater than, that of the existing Customer(s) agrees to take service under this Rate Schedule and the MW demand reduction commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) has(have) the equipment installed and is (are) available for interruption.

In the event the Customer pays the penalty charges because no replacement Customer(s) is(are) available as specified in paragraph d . above, but the replacement Customer(s) does(do) become available within 12 months from the date of termination of service under this Rate Schedule, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any load control periods which occur before the replacement Customer(s) became available.

SPECIAL PROVISIONS:

1. Interruption of the Customer's load shall be accomplished through the Company's load management systems by use of control circuits connected directly to the Customer's switching equipment.

2. The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or removing Company-owned interruption equipment.

3. It shall be the responsibility of the Customer to determine that all electrical equipment to be interrupted is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.

4. The Company is not required to install interruption equipment if the installation cannot be economically justified.

5. Billing under this Rate Schedule will commence after the installation, inspection and successful testing of the interruption equipment.

6. Maintenance of the Customer's generation equipment necessary for the implementation of load control will not be scheduled during periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service customers.

(Continued on Sheet No. 8.765)

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FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 8.765
Cancels First Revised Sheet No. 8.765

(Continued from Sheet No. 8.764)

The Customer will allow the Company to make all necessary arrangements to meter (1) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment to the interruptible load served by the Customer and, if the Customer is interconnected and operating electric generating equipment in parallel with the Company's system, (3) the capacity and energy supplied to the Company by the Customer's generating equipment. The Company shall provide and the Customer shall be required to pay the installation, operation and maintenance costs incurred by the Company for the metering equipment required in (2) and (3) described above. The Company shall retain ownership of all metering equipment.

Where the Customer and the Company agree that the Customer's interruptible service requirements are totally standby or totally supplemental, the Company shall bill the Customer accordingly and not require Company metering of the gross demand and energy output of the Customer's generating equipment provided that where only Standby Service is taken, (1) the Customer and the Company agree to the maximum amount of interruptible standby service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating equipment from its own metering as is necessary to permit analysis and reporting of the load and usage characteristics of Interruptible Standby and Supplemental Service.

CONTINUITY OF SERVICE PROVISION

In order to minimize the frequency and duration of interruptions requested under this rate schedule, the Company will attempt to obtain reasonably available additional capacity and/or energy during periods for which interruptions may be requested. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Customers during a capacity shortage; in other words, the Company is not obligated to account for, or otherwise reflect in its generation planning and construction, the possibility of providing capacity and/or energy under this Continuity of Service Provision. . The Company shall not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur in the event Company is unable to obtain reasonably available additional capacity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested. Any non- firm customers so electing to receive capacity and/or energy which enable(s) the Company to continue service to the Customer's non-firm loads during these periods will be subject to the additional charges set forth below.

In the event a Customer elects not to have its non-firm load interrupted pursuant to this schedule, the Customer shall pay, in addition to the normal charges provided hereunder, a charge reflecting the additional costs incurred by the Company in continuing to provide service, less the applicable class fuel charge for the period during which the load would otherwise have been interrupted (see Sheet No. 8.830). This incremental charge shall apply to the Non-Firm Customer for all consumption above the Customer's Firm Standby Demand during the time in which the non-firm load would otherwise have been interrupted. If, for any reason during such period, this capacity and/or energy is (are) no longer available or cannot be accommodated by the Company's system, the terms of this Continuity of Service Provision will cease to apply and interruptions will be required for the remainder of such period. The Company will not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur as a result of any such interruptions.

Any Customer served under this Rate Schedule may elect to minimize the interruptions through the procedure described above. The initial election must be made in the Agreement. Any adjustment or change to the election must be provided to the Company with at least 24 hours' written notice (not including holidays and weekends) and must be by mutual agreement, in writing, between the Customer and the Company. In such case, the written notice will replace any prior election with regard to this Continuity of Service Provision.

RULES AND REGULATIONS:

Service under this Rate 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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

DEFINITIONS:

Generating Capacity Emergency:

A Generating Capacity Emergency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including purchased power, to supply its firm load obligations.

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FLORIDA POWER & LIGHT COMPANY

Sixth Revised Sheet No. 8.800
Cancels Fifth Revised Sheet No. 8.800

ECONOMIC DEVELOPMENT RIDER – EDR

AVAILABLE:

In all areas served.

This Rider is available for load associated with initial permanent service to new establishments or the expansion of existing establishments. The New Load applicable under this Rider must be a minimum of 350 kW at a single location, and such New Load cannot exceed 25 megawatts at the location. To qualify for service under this Rider, the Customer must employ an additional work force of at least 25 full-time employees. The Customer must meet its New Load commitment on an annual basis during the term of the Rider.

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 location on the Florida Power and Light system to another on the Florida Power and Light system.

The load and employment requirements under the Rider must be achieved at the same location. Additional metering equipment may be required to qualify for this Rider. The Customer's Service Agreement under this Rider must include a description of the amount and nature of the load being provided, the number of full-time jobs resulting, and documentation verifying that the availability of the Economic Development Rider is a significant factor in the Customer's location/expansion decision.

LIMITATION OF SERVICE:

The Company reserves the right to limit applications for this Rider when the Company's Economic Development expenses from this Rider, the Large Economic Development Rider, and other sources exceed the maximum amount allowed by FPSC rule 25-6.0426 F.A.C. Service under this rider may not be combined with non-firm rate schedules, or other business incentive riders.

DEFINITION:

New Load: New Load is that which is added to the Company's system by a new establishment after January 1, 2026. For existing establishments, New Load is the net incremental load above that which existed prior to approval for service under this Rider.

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:

	EDR customers prior to 2026	EDR Customers after 2026	
Year 1	20%	20%	reduction in base demand and energy charges*
Year 2	15%	15%	
Year 3	10%	10%	
Year 4	5%	5%	
Year 5	0%	5%	

* All other charges will be based on the Customer's otherwise applicable rate. The otherwise applicable rates may be any of the following: GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT.

(Continued on Sheet No. 8.801)

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 8.801
Cancels Third Revised Sheet No. 8.801

(Continued from Sheet No. 8.800)

TERM OF SERVICE:

The Customer agrees to a five-year contract term. Service under this Rider will commence when the Customer has met its New Load commitment as indicated in the Customer's Service Agreement, but in no event later than two years from the Customer's service delivery date. Beginning with the date of commencement of service under this Rider, a reduction in the monthly bill will be applied to the total bill for the qualifying New Load under this Rider. 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) achieve 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 for the preceding 12 months, 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 for the preceding 12 months plus interest.

RULES AND REGULATIONS:

Service under this rider 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.

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FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.802
Cancels Original Sheet No. 8.802

ECONOMIC DEVELOPMENT RIDER – LARGE EDR

AVAILABLE:

In all areas served.

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 in a targeted industry, as defined by the state of Florida's most current economic development policy, 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 1 MW at a single location, and such New Load cannot exceed 25 megawatts at the location. To qualify for service under this Rider, the Customer must employ an additional work force of at least 40 full-time employees. The Customer must meet its New Load commitment on an annual basis during the term of the Rider.

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 location on the Florida Power and Light system to another on the Florida Power and Light system.

The load and employment requirements under the Rider must be achieved at the same location. Additional metering equipment may be required to qualify for this Rider. The Customer's Service Agreement under this Rider must include a description of the amount and nature of the load being provided, the number of full-time jobs resulting, and documentation verifying that the availability of the Economic Development Rider is a significant factor in the Customer's location/expansion decision.

LIMITATION OF SERVICE:

The Company reserves the right to limit applications for this Rider when the Company's Economic Development expenses from this Rider, the Economic Development Rider, and other sources exceed the maximum amount allowed by FPSC rule 25-6.0426 F.A.C. Service under this rider may not be combined with non-firm rate schedules, or other business incentive riders.

DEFINITION:

New Load: New Load is that which is added to the Company's system by a new establishment after January 1, 2026. For existing establishments, New Load is the net incremental load above that which existed prior to approval for service under this Rider.

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:

	EDR customers prior to 2026	EDR Customers after 2026	
Year 1	40%	40%	reduction in base demand and energy charges*
Year 2	30%	30%	
Year 3	20%	20%	
Year 4	10%	10%	
Year 5	0%	10%	

* All other charges will be based on the Customer's otherwise applicable rate. The otherwise applicable rates may be any of the following: GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT.

TERM OF SERVICE:

The Customer agrees to a five-year contract term. Service under this Rider will commence when the Customer has met its New Load commitment as indicated in the Customer's Service Agreement, but in no event later than two years from the Customer's service delivery date. Beginning with the date of commencement of service under this Rider, a reduction in the monthly bill will be applied to the total bill for the qualifying New Load under this Rider. 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) achieve 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.

(Continue on Sheet No. 8.802.1)

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FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 8.802.1
Cancels First Revised Sheet No. 8.802.1

(Continued from Sheet No. 8.802)

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 for the preceding 12 months, plus interest.

RULES AND REGULATIONS:

Service under this rider 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.

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FLORIDA POWER & LIGHT COMPANY

Nineteenth Revised Sheet No. 8.820
Cancels Eighteenth Revised Sheet No. 8.820

TRANSFORMATION RIDER-TR

AVAILABLE:

In all areas served.

APPLICATION:

In conjunction with any general service rate schedule with demand over 24 kW rate schedule specifying delivery of service at any available standard voltage when Customer takes service from available primary lines of 2400 volts or higher at a single point of delivery.

MONTHLY CREDIT:

The Company, at its option, will either provide and maintain transformation facilities equivalent to the capacity that would be provided if the load were served at a secondary voltage from transformers at one location or, when Customer furnishes transformers, the Company will allow a monthly credit of $0.29 per kW of Billing Demand. Any transformer capacity required by the Customer in excess of that provided by the Company hereunder may be rented by the Customer at the Company's standard rental charge.

The credit will be deducted from the monthly bill as computed in accordance with the provisions of the Monthly Rate section of the applicable Rate Schedule before application of any discounts or adjustments. No monthly bill will be rendered for an amount less than the minimum monthly bill called for by the Agreement for Service.

SPECIAL CONDITIONS:

The Company may change its primary voltage at any time after reasonable advance notice to any Customer receiving credit hereunder and affected by such change, and the Customer then has the option of changing its system so as to receive service at the new line voltage or of accepting service (without the benefit of this rider) through transformers supplied by the Company.

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.

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FLORIDA POWER & LIGHT COMPANY

Seventy-Seventh Revised Sheet No. 8.830
Cancels Seventy-Sixth Revised Sheet No. 8.830

SEASONAL DEMAND – TIME OF USE RIDER – SDTR
(OPTIONAL)

RATE SCHEDULE: SDTR

AVAILABLE:
In all areas served.

APPLICATION:
For electric service required for general service or industrial lighting, power and any other purpose with a measured Demand in excess of 25 kW. This is an optional rate available to customers otherwise served under the GSD-1 GSDT-1, GSLD-1, GSLDT-1, GSLD-2 or GSLDT-2 Rate Schedules. GSD-1 customers taking service under the Seasonal Demand Time of Use will not be eligible to participate in the Budget Billing Plan program.

SERVICE:
Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:
OPTION A: Non-Seasonal Standard Rate

Annual Maximum Demand	SDTR-1 25-499 kW	SDTR-2 500-1,999 kW	SDTR-3 2,000 kW or greater
Base Charge:	$33.71	$98.69	$286.07
Demand Charges:			
Seasonal On-peak Demand Charge Per kW of Seasonal On-peak Demand	$13.56	$15.58	$15.10
Seasonal Maximum Demand Charge	$0.79	$0.88	$0.76
Non-Seasonal Demand Charge Per kW of Non-Seasonal Maximum Demand	$12.01	$14.46	$15.12
Energy Charges:			
Base Seasonal On-Peak Per kWh of Seasonal On-Peak Energy	11.624¢	7.211¢	5.992¢
Base Seasonal Off-Peak Per kWh of Seasonal Off-Peak Energy	1.862¢	1.572¢	1.486¢
Base Non-SeasonalEnergy Charge Per kWh of Non-Seasonal Energy	2.825¢	2.179¢	1.895¢

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Twenty-Ninth Revised Sheet No. 8.831
Cancels Twenty-Eighth Revised Sheet No. 8.831

(Continued from Sheet No. 8.830)

OPTION B: Non-Seasonal Time of Use

Annual Maximum Demand	SDTR-1 25-499 kW	SDTR-2 500-1,999kW	SDTR-3 2,000 kW or greater
Base Charge:	$33.71	$98.69	$286.07
Demand Charges:			
Seasonal On-peak Demand Charge Per kW of Seasonal On-peak Demand	$13.56	$15.58	$15.10
Non-Seasonal Demand Charge Per kW of Non-Seasonal Peak Demand	$10.82	$13.27	$13.65
Maximum Demand	$0.79	$0.88	$0.76
Energy Charges:			
Base Seasonal On-Peak Per kWh of Seasonal On-Peak Energy	11.624¢	7.211¢	5.992¢
Base Seasonal Off-Peak Per kWh of Seasonal Off-Peak Energy	1.862¢	1.572¢	1.486¢
Base Non-Seasonal On-Peak Per kWh of Non-Seasonal On-Peak Energy	5.786¢	3.946¢	3.594¢
Base Non-Seasonal Off-Peak Per kWh of Non-Seasonal Off-Peak Energy	1.862¢	1.572¢	1.486¢

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum Charge: The Base Charge plus the currently effective Demand Charges.

NON-SEASONAL RATING PERIODS (OPTION B only):

Non-Seasonal On-Peak Period:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ET to 10 a.m. ET and 6 p.m. ET to 10 p.m. EST excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through May 31 and October 1 through October 31: Mondays through Fridays during the hours from 12 noon ET to 9 p.m. ET excluding Memorial Day.

Non-Seasonal Off-Peak Period:
All other hours.

(Continued on Sheet No. 8.832)

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Effective:

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 8.832
Cancels First Revised Sheet No. 8.832

(Continued from Sheet No. 8.831)

ANNUAL MAXIMUM DEMAND:
The Annual Maximum Demand is the highest monthly Maximum Demand kW recorded during the last 12 months to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during any month as adjusted for power factor.

SEASONAL ON-PEAK DEMAND:
The Seasonal On-Peak Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor between the hours of 3 p.m. ET and 6 p.m. ET on weekdays during the billing months of June through September, excluding Memorial Day, Independence Day and Labor Day.

SEASONAL ON-PEAK ENERGY:
The kWh consumed during the hours of 3 p.m. ET and 6 p.m. ET on weekdays during the billing months June through September, excluding Memorial Day, Independence Day and Labor Day.

SEASONAL OFF-PEAK ENERGY:
All other hours during the billing months of June, July, August and September.

NON-SEASONAL DEMAND:
The Non-Seasonal Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor during the billing months of January through May and October through December.

NON-SEASONAL ENERGY (OPTION A):
The kWh consumed during the billing months of January through May and October through December.

NON-SEASONAL ON-PEAK ENERGY (OPTION B):
The kWh consumed during Non-Seasonal On-Peak Period.

NON-SEASONAL OFF-PEAK ENERGY (OPTION B):
The kWh consumed during Non-Seasonal Off-Peak Period.

TERM OF SERVICE:
Initial term is one year with automatic, successive one year extensions unless terminated in writing by either the Company or the Customer at least ninety (90) days prior to the expiration of the current Term of Service.

TERMINATION PROVISIONS:
Customers terminating service before the end of their current Term of Service shall be rebilled under the otherwise applicable rate for the lesser of 1) total period of time in which service under the Seasonal Demand Time of Use Rider was taken or 2) the most recent twelve months. Customers terminating service under the Seasonal Demand Time of Use Rider shall not be eligible to receive service under the schedule for a period of twelve months.

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 provisions of this schedule and said "General Rules and Regulations for Electric Service" the provisions of this schedule shall apply.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 8.845
Cancels First Revised Sheet No. 8.845

SUPPLEMENTAL POWER SERVICES RIDER
(OPTIONAL)

RATE SCHEDULE: OSP-1

AVAILABLE:

In all areas served. This optional rider ("Rider") is available on a voluntary basis to Customers who desire an alternative source of power supply, power conditioning service, and /or electrical distribution equipment rated at 100 kW or greater ("Service") in the event Customers' normal electric supply is disrupted. Service under this Rider shall be provided under the terms specified in the Optional Supplemental Power Services Agreements.

APPLICATION:

Service is provided through the installation of equipment by the Company at the Customer's premise, the purpose of which is to meet the Customer's requested scope of Service. In order to meet the Service need identified by the Customer, the Company will conduct an evaluation of Customer requirements and of potential solutions, including the potential need of a detailed professional engineering design through a feasibility study. The Company and the Customer may thereafter execute a Residential or Non-Residential Optional Supplemental Power Services Agreement ("Agreement") which must include a description of the equipment to be installed, the Service to be performed, and the monthly charge for the Service. Upon receipt of the proposed Agreement from Company, the Customer shall have no more than ninety (90) days to execute the Agreement. After 90 days, the proposed Agreement shall be considered expired, unless extended in writing by the Company.

Service would be at the Customer's request and is not considered by the Company to be usual and customary for the type of installation to be served.

LIMITATION OF SERVICE:

Installation of Service equipment shall be made only when, in the judgment of the Company, the location and the type of the Service equipment are, and will continue to be economical, accessible and viable. The Company will own, operate and maintain the Service equipment for the term of the Agreement.

The Company may, at its option, provide and maintain equipment required by the Customer beyond the point of delivery for standard electric service. In the event that Company agrees to a Customer's request to connect generating equipment on the Company's side of the billing meter, energy provided by such equipment will be billed under the Customer's otherwise applicable general service rate schedule.

MONTHLY SERVICE PAYMENT:

The Company will design, procure, install, own, operate and provide maintenance to all equipment included in the determination of the Monthly Service Payment. The Monthly Service Payment under this Rider is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following formula:

Monthly Service Payment = Capital Cost + Expenses

Where:

Capital Cost shall be levelized over the term of Service based upon the estimated installed cost of equipment times a carrying cost. The carrying cost is the cost of capital, reflecting current capital structure and most recent FPSC-approved return on common equity.

Any replacement cost(s) expected to be incurred during the term of Service will also be included. Any equipment installed by the Company that is not necessary to support Service to the customer shall not be included in the Monthly Service Payment.

Except for fuel expenses (including any fuel treatment and / or additives), projected expenses will be recovered on a levelized basis over the term of Service and may include, but not be limited to: non-fuel operations and maintenance expenses associated with the installed equipment, administrative and general expenses, depreciation expense, income taxes, and property taxes that will be recorded as costs are incurred.

(Continue on Sheet No. 8.846)

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Effective:

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.846**

(Continued from Sheet No. 8.845)

Fuel expenses, if applicable, will be recalculated annually for the following 12-month period based on forecasted operating parameters and expected fuel costs, and will be in addition to the Monthly Service Payment. Fuel expense will be based upon an estimate of the cost of fuel consumed for back-up operation and testing and also includes, but is not limited to, delivery costs, inventory costs, administrative expenses and taxes applicable to Company's acquisition, storage and delivery of the fuel. Actual fuel expenditures will be reconciled to projected fuel revenues annually and any differential will be incorporated into the following twelve (12) month fuel charge component.

REVISIONS TO MONTHLY SERVICE PAYMENT:

In addition to annual revisions to fuel expense, when applicable, during the term of the Service, the Monthly Service Payment(s) may be adjusted, by agreement of both the Customer and the Company, to reflect the Customer's request for modifications to the Service and equipment specified in the Optional Supplemental Power Services Agreement. Modifications include, but are not limited to, equipment modifications necessitated by changes in the character of Service required by the Customer, requests by the Customer for supplemental equipment or services, or changes or increases in the Customer's facilities which will materially affect the operation of the Company's equipment.

TERM OFSERVICE:

The term of Service will be specific to each Optional Supplemental Power Services Agreement.

RULES AND REGULATIONS:

Service under this Rider 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 Rider and said "General Rules and Regulations for Electric Service" the provision of this Rider shall apply.

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: September 3, 2019

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 8.910
Cancels First Revised Sheet No. 8.910

Commercial/Industrial Service Rider

RATE SCHEDULE: CISR-1

AVAILABLE:

In all areas served.

This Rider is available, at the Company's option, to non-residential customers currently taking firm service, or qualified to take firm service, under the Company's Rate Schedules applicable to loads of 2 MW or greater. Customers desiring to take service under this rider must make a written request. Such request shall be subject to the Company's approval, with the Company under no obligation to grant service under this rider. Resale notpermitted.

This rider will be closed to further subscription by eligible customers when either of the following conditions has occurred: 1) The total capacity subject to executed Contract Service Agreements ("CSAs") reaches 1,000 MW of connected load, or (2) The Company has executed seventy-five (75) CSAs with eligible customers under this rider. These limitations on subscription can be removed or revised by the Florida Public Service Commission ("Commission") at any time upon good cause having been shown by the Company.

The Company is not authorized by the 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 Commission away from that utility to the company.

APPLICABLE:

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 exceed a minimum level of demand determined from the following provisions:

New and Retained Load: 2 MW of installed, connected demand.

Customers with multiple meters at a single location may take service under the rider, so long as the Customer meets all other qualifying criteria set forth in this rider. A CSA pertaining to Applicable Load may not be renewed, and Applicable Load may be served under the rider only throughout the term of one CSA.

LIMITATION OF SERVICE:

Customers participating in any other load management or economic development programs are not eligible for this rider.

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;

2. 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 an existing customer, an agreement to provide the Company with a recent energy audit of the customer's physical facility 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.

(Continued on Sheet 8.920)

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Effective:

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.920
Cancels Original Sheet No.8.920

(Continued from Sheet 8.910)

DESCRIPTION:

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 Base Charges:

$250 / month

Base Demand / Energy Charges:

The negotiable charges under this rider may include the Base 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 as determined by the Company.

RULES AND REGULATIONS:

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.

Any negotiated provisions and/or conditions associated with the Monthly Charges shall be set forth in 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 Base Demand and/or Energy charge discounts negotiated under this rider for a specified period, such period not to exceed the term of the CSA.

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 location(s) 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 CSA, 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.

SOLARTOGETHER RIDER
(OPTIONAL PROGRAM)

RATE SCHEDULE: STR

AVAILABLE:

The FPL SolarTogether^{SM} Rider ("FPL SolarTogether" or "the Program") is available in all areas served by FPL, subject to subscription availability. This optional program allows FPL customers to subscribe to a portion of universal solar capacity built for the benefit of the Program and receive a credit for the actual solar production associated with their subscription.

APPLICATION:

In conjunction with the otherwise applicable metered rate schedule. All rates and charges under the customers' otherwise applicable metered rate schedule shall apply.

MONTHLY SUBSCRIPTION:

The Monthly Subscription shall be equal to the sum of the ***Monthly Subscription Charge + Monthly Subscription Credit*** as follows:

Monthly Subscription			
Participant		Low Income Participant	
Subscription Charge $/kW-Month	Subscription Credit ¢/kWh	Subscription Charge $/kW-Month	Subscription Credit $/kW-Month
See Sheet No. 8.934	See Sheet No. 8.934	See Sheet No. 8.934	See Sheet No. 8.934

LIMITATION OF SERVICE:

Any customer taking service under a metered rate schedule who has no delinquent balances with FPL is eligible to participate. Eligible customers may elect a subscription level in 1 kW units representing up to 100% of their previous 12-month total kWh usage. Customers at or below 200% of the federal poverty level are eligible for participation at the low-income pricing provided by this tariff. Increases in number of units purchased will be limited to once per year and subject to program availability.

BILLING:

Participants are subject to the minimum bill on their otherwise applicable rate schedule. The FPL SolarTogether Monthly Subscription Charge and offsetting Monthly Subscription Credit will appear as separate line items on a participant's bill during every month of enrollment and are subject to all applicable taxes and fees.

Monthly Subscription Credit amounts may not result in a total bill less than zero ($0). Any excess credit amounts will be applied in subsequent months to ensure participant total bill amounts meet this requirement.

TERMS OF SERVICE:

Not less than one (1) billing cycle. Participants may, at any time following their first billing cycle, terminate their participation ("Voluntary Termination") or reduce the number of subscribed units purchased. Participants may be terminated from the program by FPL if the customer becomes delinquent on the customer's electric service account or for failure to satisfy eligibility requirements ("Involuntary Termination"). Upon either Voluntary or Involuntary Termination, the account is prohibited from re-enrolling for a twelve (12) month period.

(Continued on Sheet No. 8.933)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.933
Cancels Original Sheet No.8.933

(Continued from Sheet No. 8.932)

SPECIAL PROVISIONS:

If the customer moves within FPL's service area, program participation may continue at a new service address with no impact the customer's program enrollment date subject to the limitations and terms outlined above. Notification to transfer participation must be made by the customer to the Company and the Company will have 45 days to complete the transfer.

FPL will automatically retire the renewable energy certificate (RECs) associated with the generation produced by the SolarTogether solar energy centers. The accumulation of RECs associated with each participant's individual subscription will begin with the first subscription billing period. FPL will provide participants with REC retirement summary reports upon request.

RULES AND REGULATIONS:

Service under this rider 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 provisions of this schedule and said "General Rules and Regulations for Electric Service" the provisions of this rider shall apply. The participant subscription is neither a security nor an ownership interest in the solar asset and therefore no owned interest is to be surrendered, sold, or traded.

(Continued on Sheet No. 8.934)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 8.934
Cancels First Sheet No.8.934

(Continued from Sheet No. 8.933)

MONTHLY SUBSCRIPTION
FPL SOLARTOGETHER PARTICIPANT RATES

	Phase 1			
	Participant		Low Income Participant	
Participant Program Year	Subscription Charge $/kW-Month	Subscription Credit ¢/kWh	Subscription Charge $/kW-Month	Subscription Credit $/kW-Month
1	$6.76	(3.59792)	$5.57	($6.27)
2	$6.76	(3.65189)	$5.57	($6.27)
3	$6.76	(3.70667)	$5.57	($6.27)
4	$6.76	(3.76227)	$5.57	($6.27)
5	$6.76	(3.81870)	$5.57	($6.27)
6	$6.76	(3.87598)	$5.57	($6.27)
7	$6.76	(3.93412)	$5.57	($6.27)
8	$6.76	(3.99313)	$5.57	($6.27)
9	$6.76	(4.05303)	$5.57	($6.27)
10	$6.76	(4.11383)	$5.57	($6.27)
11	$6.76	(4.17554)	$5.57	($6.27)
12	$6.76	(4.23817)	$5.57	($6.27)
13	$6.76	(4.30174)	$5.57	($6.27)
14	$6.76	(4.36627)	$5.57	($6.27)
15	$6.76	(4.43176)	$5.57	($6.27)
16	$6.76	(4.49824)	$5.57	($6.27)
17	$6.76	(4.56571)	$5.57	($6.27)
18	$6.76	(4.63420)	$5.57	($6.27)
19	$6.76	(4.70371)	$5.57	($6.27)
20	$6.76	(4.77427)	$5.57	($6.27)
21	$6.76	(4.84588)	$5.57	($6.27)
22	$6.76	(4.91857)	$5.57	($6.27)
23	$6.76	(4.99235)	$5.57	($6.27)
24	$6.76	(5.06724)	$5.57	($6.27)
25	$6.76	(5.14325)	$5.57	($6.27)
26	$6.76	(5.22040)	$5.57	($6.27)
27	$6.76	(5.29871)	$5.57	($6.27)
28	$6.76	(5.37819)	$5.57	($6.27)
29	$6.76	(5.45886)	$5.57	($6.27)
30	$6.76	(5.54074)	$5.57	($6.27)
31	$6.76	(5.62385)	$5.57	($6.27)
32	$6.76	(5.70821)	$5.57	($6.27)
33	$6.76	(5.79383)	$5.57	($6.27)
34	$6.76	(5.88074)	$5.57	($6.27)
35	$6.76	(5.96895)	$5.57	($6.27)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: April 1, 2022

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 8.936
Cancels First Revised Sheet No. 8.936

UTILITY-OWNED PUBLIC CHARGING FOR ELECTRIC VEHICLES (EVs)

RATE SCHEDULE: UEV

AVAILABLE:

Available to customers charging electric vehicles at FPL ("the Company") owned public EV fast charging stations ("the stations") with output power of 50kW or greater.

APPLICATION:

The stations may be accessed by any person ("user") who resides either within or outside the Company's service area. EV charging service will be available at the Company-owned stations installed at Company or Host locations. The stations will be accessible to the public for charging.

LIMITATION OF SERVICE:

The user must register an account with the Company's mobile application or network provider, including payment information, prior to charging the EV.

BILLING AND PAYMENT TERMS:

The current rate is set at $0.45/kWh. Charging network fees as determined by the charging station network provider may apply at certain stations. Vehicle idling fees at a rate up to of $0.50 per minute following a ten- minute grace period may apply at certain stations located in close proximity to highway corridors or other highly trafficked areas. The rates applicable to the specific station including the rate per kWh, taxes and charging network provider and idle fees will be visible to the users via the app and/or display. Users will be notified when the charging session is complete via the display located at the charging dispenser and through the Company's mobile application and will have the ability to obtain a detailed receipt of the charge session.

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 provisions of this schedule and said "General Rules and Regulations for Electric Service" the provisions of this schedule shall apply.

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Effective:

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.939
Cancels Original Sheet No. 8.939

SOLAR POWER FACILITIES RIDER

(Branded as FPL SolarVantage)

(OPTIONAL)

RATE SCHEDULE: SPF-1

AVAILABLE:

In all areas served. This optional rider ("Rider") is available on a voluntary basis to Non-Residential Customers who desire the installation and maintenance of solar structures ("Service"), and related equipment, such as lighting and batteries ("Equipment"). Service under this Rider shall be provided under the terms specified in the Solar Power Facilities Service Agreement ("Agreement") that is in effect at such time as the Rider expires. No new Agreements may be executed following the expiration of this Rider.

APPLICATION:

Service is provided through the design, permitting, procurement, installation and maintenance of Equipment by the Company at the Customer's premise, the purpose of which is to meet the Customer's requested scope of Service, as more specifically described in a Statement of Work that will be completed pursuant to the Agreement. In order to meet the Service need identified by the Customer, the Company will conduct an evaluation of Customer requirements and of potential solutions. The Company and the Customer shall thereafter execute an Agreement which shall include a description of the equipment to be installed, detailed design, the Service to be provided, and the monthly charge for the Service. Upon receipt of the proposed Agreement from Company, the Customer shall have no more than ninety (90) days to execute the Agreement. After 90 days, the proposed Agreement shall be considered expired, unless extended in writing by the Company. All rates and charges under the Customer's otherwise applicable metered rate schedule shall apply.

LIMITATION OF SERVICE:

Installation of Equipment shall be made only when, in the judgment of the Company, the location and the type of the Equipment are, and will continue to be, accessible and viable. The Company will own, operate, and maintain the Equipment for the term of the Agreement.

MONTHLY SERVICE PAYMENT:

The Company will design, procure, install, own, operate and provide maintenance to all Equipment included in the determination of the Monthly Service Payment. The Monthly Service Payment under this Rider is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following formula:

Monthly Service Payment = Capital Costs + Expenses

Where:

Capital Costs includes the as-installed cost of the Equipment. Capital costs shall be levelized over the term of Service based upon the installed cost of Equipment times a carrying cost. The carrying cost is the cost of capital, reflecting the Company's current capital structure and most recent FPSC-approved return on common equity.

Capital Costs also includes any replacement cost(s) expected to be incurred during the term of Service. Any equipment installed by the Company that is not necessary to support Service to the customer shall not be included in the Monthly Service Payment. Unexpected replacement cost(s) shall be addressed as set forth in the Agreement.

Expenses will be recovered on a levelized basis over the term of Service and may, depending on the type of Equipment installed, include: operations and maintenance expenses, monitoring expenses associated with the installed Equipment, administrative and general expenses, depreciation expense, income taxes, property taxes, and any expenses that are particular to a specific type of Equipment.

(Continue on Sheet No. 8.940)

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Effective:

First Revised Sheet No. 8.940
Cancels Original Sheet No.8.940

FLORIDA POWER & LIGHT COMPANY

(Continued from Sheet No. 8.939)

NET METERING OF EXCESS GENERATION

For Customers that have executed an Interconnection Agreement with the Company, the following billing parameters will apply.

The Customer will be charged for electricity used in excess of the generation supplied by the Equipment, as applicable, in accordance with the Company's normal billing practices. If any excess generation from the Equipment is delivered to the Company's electric grid during the course of a billing cycle, it will be credited to the customer's energy consumption for the next month's billing cycle.

All excess energy credits will be accumulated and be used to offset the customer's energy usage in subsequent months for a period of not more than twelve months. In the last billing cycle month of each calendar year, any unused credits for excess kWh generated will be credited to the next month's billing cycle using the average annual rate based on the Company's COG-1, As- Available Energy Tariff. In the event a customer closes the account, any of the customer's unused credits for excess kWh generated will be paid to the customer at an average annual rate based on the Company's COG-1, As-Available Energy Tariff.

REVISIONS TO MONTHLY SERVICE PAYMENT:

When applicable, during the term of the Service, the Monthly Service Payment(s) may be adjusted, by agreement of both the Customer and the Company, to reflect the Customer's request for modifications to the Service and Equipment specified in the Agreement. Modifications include, but are not limited to, Equipment modifications necessitated by changes in the character of Service required by the Customer, requests by the Customer for supplemental equipment or services, or changes or increases in the Customer's facilities which will materially affect the operation of the Company's equipment.

TERM OF SERVICE:

The term of Service will be set forth in the Agreement.

RULES AND REGULATIONS:

Service under this Rider 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 Rider and said "General Rules and Regulations for Electric Service" the provision of this Rider shall apply.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

First Revised Sheet No.8.942
FLORIDA POWER & LIGHT COMPANY **Cancels Original Sheet No.8.942**

COMMERCIAL ELECTRIC VEHICLE CHARGING SERVICES RIDER PILOT
(OPTIONAL)

RATE SCHEDULE: CEVCS-1

AVAILABLE:

In all areas served. This optional rider ("Rider") is available on a voluntary basis to Customers who desire commercial electric vehicle charging service ("Service") for fleet vehicles through the installation of Company owned, operated, and maintained electric vehicle charging equipment ("Equipment"). This Rider shall expire on December 31, 2029, unless extended by approval of the FPSC. Service under this Rider shall continue to be provided under the terms specified in the Commercial Electric Vehicle Charging Services Agreement ("Agreement") that is in effect at such time as the Rider expires. No new Agreements may be executed following the expiration of this Rider.

APPLICATION:

Service is provided through the installation of Equipment by the Company at the Customer's premise in accordance with the Scope of Services set forth in the Agreement. In order to meet the Service need identified by the Customer, the Company will conduct an evaluation of Customer requirements and of potential solutions. The Company and the Customer thereafter shall execute an Agreement which shall include the Service to be performed, a description of the Equipment to be installed, and the monthly charge for the Service, calculated in accordance with the provisions of this Rider. All rates and charges under the Customer's otherwise applicable metered rate schedule shall apply.

LIMITATION OF SERVICE:

Installation of Equipment shall be made only when, in the judgment of the Company, the location and the type of the Equipment are, and can continue to be, accessible and viable. Service shall be limited to Customers that already are receiving General Service under their otherwise applicable rate schedule. The Company will own, operate and maintain the Equipment for the term of the Agreement. The Company reserves the right to remotely control charging session schedules and/or curtail the energy delivered by the Equipment.

MONTHLY SERVICE PAYMENT:

The Company will design, procure, install, own, operate and provide maintenance to all equipment included in the determination of the Monthly Service Payment. The Monthly Service Payment under this Rider is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following formula:

Monthly Service Payment = Monthly Equipment Cost + Monthly Expenses

Where:

Monthly Equipment Cost includes the as-installed cost of the Equipment. The Monthly Equipment Cost will be levelized over the term of Service based upon the installed cost of Equipment times a carrying cost. The carrying cost is the cost of capital, reflecting the Company's current capital structure and most recent FPSC-approved return on common equity.

Monthly Equipment Cost also includes any replacement cost(s) expected to be incurred during the term of Service. Any Equipment installed by the Company that is not necessary to support Service to the customer shall not be included in the Monthly Service Payment. Unexpected replacement cost(s) shall be addressed as set forth in the Agreement.

Monthly Expenses will be recovered on a levelized basis over the term of Service and may, depending on the type of Equipment installed include,: operations and maintenance expenses, monitoring expenses associated with the installed Equipment, administrative and general expenses, depreciation expense, income taxes, property taxes, and any expenses that are particular to a specific type of Equipment.

(Continue on Sheet No.8.943)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

First Revised Sheet No. 8.943
FLORIDA POWER & LIGHT COMPANY **Cancels Original Sheet No. 8.943**

(Continued from Sheet No. 8.942)

TERM OF SERVICE:

The term of Service will be set forth in the Agreement. At the end of the term of Service, ownership of the Equipment shall transfer to the Customer.

RULES AND REGULATIONS:

Service under this Rider 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 Rider and said "General Rules and Regulations for Electric Service" the provision of this Rider shall apply.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE MAKE-READY CREDIT
(OPTIONAL)

RATE SCHEDULE: MRC-1

AVAILABILITY:

Available in all areas served by the Company on a voluntary basis. Participation is available to qualifying customers for Make-Ready Infrastructure for which construction begins on or after January 1, 2026. This program shall terminate on December 31, 2029, or when the total program cap of $20,000,000 is reached, whichever occurs first ($19,000,000 allocated for Direct Current Fast Charging (DCFC) public installations and $1,000,000 allocated for Level 2 charging installations), unless extended by order of the Florida Public Service Commission.

The purpose of this program is to support deployment of non-utility customers' electric vehicles (EV) charging infrastructure through credits (Make-Ready Credits) provided by Company to such EV charging providers that defray a portion of EV "make-ready" expenses. If the amounts allocated to either DCFC or Level 2 installations are not fully utilized, FPL in its discretion may reallocate funds to maximize the Make-Ready Credits EV charging providers receive under this Tariff.

DEFINITIONS:

Make-Ready Infrastructure: Electrical infrastructure and equipment necessary to support electric vehicle charging stations, including but not limited to service lines, transformers, switchgear, panels, conduits, wiring, trenching, concrete pads, and other distribution facilities required to deliver electrical service from the utility's distribution system to the point of interconnection with customer-owned electric vehicle supply equipment. Make-Ready equipment does not include the actual charging stations, charging ports, or customer-side equipment, but encompasses all utility-side infrastructure improvements needed to enable safe and reliable operation of Level 2 and DCFC charging equipment at the designated location.

DCFC: Electric vehicle supply equipment that provides direct current electrical energy to charge electric vehicles at power levels of 50 kW or greater. DCFC charging equipment bypasses the vehicle's onboard charger and delivers power directly to the vehicle's battery through standardized connectors including CHAdeMO, CCS (Combined Charging System), or NACS (North American Charging Standard) connectors. This equipment is designed to provide rapid charging capabilities.

Level 2: Electric vehicle supply equipment that provides alternating current electrical energy to charge electric vehicles at nominal voltages between 208 and 240 volts and power levels typically ranging from 3.3 kW to 19.2 kW. Level 2 charging equipment utilizes a SAE J1772 connector or equivalent standard connector.

APPLICATION:

Make-Ready Credits will offset the initial costs of public DCFC rated at nameplate 50 kW or greater, and Level 2 charging infrastructure for public, workplace, fleet, and multifamily dwelling installations. Make-Ready Credits will be provided to eligible Customers after each site's energization.

Customer must complete an application, which will be available at FPL.com/EV and provide supporting documentation with each application, including, but not limited to, the following: cost support in the form of invoices for Make-Ready Infrastructure; engineering designs or schematics that support electrical capacities; approved permits; and completion of a Customer load profile assessment form, which will be available at FPL.com/EV.

FPL may conduct audits and/or inspections, request additional documentation, and require credit support. Participants failing to meet program requirements, submitting fraudulent documentation, or not maintaining infrastructure during the performance period may be required to immediately repay all or partial credits plus interest and fees and may be ineligible to participate in the program at Company's discretion.

(Continued on Sheet No. 8.945)

(Continued from Sheet No. 8.944)

ONE-TIME CREDIT:

Public DCFC Fast Charging:

- If EV charger nameplate is between 50 kW and 149 kW, credit of up to $20,000 per port and site cap of $120,000.
- If EV charger nameplate is between 150 kW and 249 kW, credit of up to $30,000 per port and site cap of $180,000.
- If EV charger nameplate is 250 kW or greater, credit of up to $50,000 per port and site cap of $300,000.

Level 2 Charging (Public, Workplace, Fleet, and Multifamily dwellings): Credit up to $1,200 per port.

Credits will be awarded based on the lesser of the credit amount stated above or the actual demonstrated Make-Ready expenses incurred by the applicant.

RULES AND REGULATIONS:

All credits are awarded at FPL's discretion and following satisfaction of program terms and receipt of requested supporting documentation.

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.

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.950**

LARGE-LOAD CONTRACT SERVICE-1

RATE SCHEDULE: LLCS-1

AVAILABLE:

Service under this schedule is only available for certain zones within the Company's service area in the vicinity of Sunbreak in St. Lucie County, Tesoro in Martin County, and Sugar in Palm Beach County. Each zone must be in proximity to the Company's existing 500 kV transmission facilities and in areas suitable for the incremental generation and transmission capacity necessary to serve prospective new or incremental large load while ensuring the continued reliable operation of the transmission grid.

APPLICATION:

For service required for general service power and any other purpose to any Customer who: (i) has projected new or incremental load of 50 MW or more at a Single Location; and (ii) has a projected Load Factor of 85% or more at a Single Location.

Service under this schedule shall apply to all new or incremental load with an In-Service Date on or after the effective date of this schedule up to a class combined total load of 3 GW. Total combined load eligible to be served under this schedule shall not exceed 3 GW. This schedule shall be closed to new or incremental load at the time the total combined 3 GW load cap becomes fully subscribed.

SERVICE:

Service shall be three phase, 60 hertz at the available transmission voltage of 69 kV or higher consistent with the Company's tariff on file with the Florida Public Service Commission and the terms of the LLCS Service Agreement.

All service required by the Customer at a Single Location shall be furnished through primary metering at the available transmission voltage at the interconnecting transmission substation(s). Each Single Location shall maintain its own dedicated metering arrangement. Load shall not be aggregated across multiple locations for purposes of applying the LLCS Tariff to a customer.

The Company will furnish service consistent with the Company's tariff on file with the Florida Public Service Commission and the terms of the LLCS Service Agreement.

Resale of service is not permitted hereunder.

MONTHLY RATE:*

Base Charge:	$669.00
Demand Charges:	
Base Demand Charge	$14.61 per kW of Demand
Non-Fuel Energy Charges:	
Base Energy Charge	0.758¢ per kWh
Incremental Generation Charge:	$11.67 per kW of Demand

Additional Charges:
See Billing Adjustment section, Sheet No. 8.030, for additional applicable charges.

*All rates shown herein are subject to change in a subsequent rate proceeding(s) based on the type, characteristics, size, location, and in-service date(s) of the facilities and generation resource(s) installed to serve the load under this schedule.

(Continued on Sheet No. 8.951)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 8.951

(Continue from Sheet No. 8.850)

Minimum:

Customer will have no more than the Load Ramp Period to reach full contract demand, during which time the minimum monthly bill will be the sum of: (i) the Base Charge; (ii) the Non-Fuel Energy Charge based on kWh; (iii) applicable Additional Charges based on kWh; (iv) the Base Demand Charge and applicable Additional Charges based on Demand of no less than 70% of the Customer's Load Ramp Demand; an (v) Incremental Generation Charge based on the Customer's Load Ramp Demand.

After the Load Ramp Period, the minimum monthly bill will be the sum of: (i) the Base Charge; (ii) the Non-Fuel Energy Charge based on kWh; (iii) applicable Additional Charges based on kWh; (iv) the Base Demand Charge and applicable Additional Charges based on Demand greater than (a) 70% of the Customer's Contract Demand or (b) the Customer's highest previously established monthly billing Demand during the past 11 months; and (v) an Incremental Generation Charge based on the Customer's Contract Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

GENERATION RESOURCE:

Company will have sole discretion to select the resource(s) necessary and appropriate to serve all load under this schedule consistent with the Company's standard total system resource planning process and the applicable Ten-Year Site Plan approved by the Florida Public Service Commission.

Customer has no right or entitlement to select the type, characteristics, size, or location of the generation resource(s) to be used by the Company to serve Customer's load under this schedule.

Customer may have the ability, but not the right, under separate agreement to purchase renewable energy credits (RECs) from Company to the extent such RECs are available. Any such purchases shall be separately contracted between Customer and Company, and pricing for RECs shall be at a negotiated price that is mutually acceptable to both Customer and Company.

TERM OF SERVICE:

Minimum Term:

Not less than 20 years from the In-Service Date, including the Load Ramp Period. After the Minimum Term, service under this schedule shall continue until terminated by either the Company or the Customer upon written notice consistent with the notice provisions below.

Notice and Termination:

Customer must provide notice at least two years in advance of terminating service. In such event, service under this schedule will automatically terminate on the date following the second annual anniversary of the date of the Customer's termination notice; provided, however, the Customer may be subject to charges for early termination as provided below.

The Company may terminate service under this schedule at any time if the Customer materially breaches the terms and conditions of this schedule, the LLCS Service Agreement, or the Company's tariff on file with the Florida Public Service Commission. Prior to any such termination, the Company shall notify the Customer in writing at least 90 days in advance and describe the existence and nature of such alleged breach. The Company may then terminate service under this schedule at the end of the 90-day notice period; provided, however, that if such breach is not reasonably capable of being cured within such 90-day period, then Customer will have additional time (not exceeding an additional thirty 30 days) as is reasonably necessary to cure the breach so long as Customer promptly commences and diligently pursues the cure.

(Continued on Sheet No. 8.952)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.952**

(Continued from Sheet No. 8.951)

CHARGES FOR EARLY TERMINATION:

In the events of (i) the Customer terminates service prior to the end of the Minimum Term, (ii) the Company terminates for Customer's material breach of the terms and conditions of this schedule, the LLCS Service Agreement, or the Company's tariff on file with the Florida Public Service Commission, or (iii) the Customer fails to provide notice at least two years in advance of terminating service, the Customer shall be responsible for payment of any applicable termination charges as set forth in the LLCS Service Agreement.

RULES AND REGULATIONS:

Customer taking service under this schedule shall enter into the LLCS Service Agreement on file with the Florida Public Service Commission. As a prerequisite to entering the LLCS Service Agreement, the Customer must (i) pay for the Company to undertake system impact and engineering studies ("System Studies"), as applicable, associated with interconnecting and serving the Customer's Contract Demand, and (ii) the Customer must accept the results of those System Studies by executing a Construction and Operating Agreement with the Company and paying any Contribution-In-Aid of Construction (CIAC) required by the tariff in effect at the time of payment.

In-Service Date shall be the date that Company has installed the facilities and capacity necessary to begin providing electric service to the Customer as set forth in the LLCS Service Agreement.

Contract Demand shall be the Customer's maximum peak load requirement at a Single Location as set forth and mutually agreed to in the LLCS Service Agreement.

The projected Load Factor shall be determined by the Company pursuant to the Company's tariff on file with the Florida Public Service Commission.

Load Ramp Demand shall be the Customer's minimum monthly peak load requirements for each month during the Load Ramp Period as set forth and mutually agreed to in the LLCS Service Agreement.

Load Ramp Period shall be the time from the In-Service Date until Customer reaches full Contract Demand, which period shall be mutually agreed to and set forth in the LLCS Service Agreement.

For purposes of this schedule, a Single Location means a geographic area that is owned (whether partially or wholly), operated, used, or leased by Customer and/or its affiliate, which can include a contiguous or adjacent lot to the area with the Customer's point of delivery, and may be considered the Customer's premises regardless of lots, easements, public throughfares, or rights-of-way.

Contribution-In-Aid of Construction (CIAC): Customer will be responsible for the payment of a CIAC for the costs associated with extending electric service to the Customer under this schedule, which amount shall be calculated pursuant to the CIAC rule set forth in FPL's tariff on file with the Florida Public Service Commission.

Customers that meet the applicability requirements of this schedule are not eligible for service under Economic Development Riders, Load Control Riders, the Commercial/Industrial Service Rider (CISR), Standby and Supplemental Service (SST-1), or Interruptible Standby and Supplemental Service (ISST-1).

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the Company's currently effective tariff on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said tariff the provision of this schedule shall apply.

This schedule, including the Monthly Rate components, as well as the Company's tariff on file with the Florida Public Service Commission, may be amended, updated, or revised from time-to-time subject to and upon approval by the Florida Public Service Commission. Upon their effective date, any such changes approved by the Florida Public Service Commission shall apply prospectively to all existing and new customers taking service under this schedule.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

LARGE-LOAD CONTRACT SERVICE-2

RATE SCHEDULE: LLCS-2

AVAILABLE:

Service under this schedule is available in all areas not served under Rate Schedule LLCS-1.

APPLICATION:

For service required for general service power and any other purpose to any Customer who: (i) has projected new or incremental load of 50 MW or more at a Single Location; and (ii) has a projected Load Factor of 85% or more at a Single Location.

Service under this schedule shall apply to all new or incremental load with an In-Service Date on or after the effective date of this schedule.

Service under this schedule is limited to the Company's available capacity based on the estimated In-Service Date.

SERVICE:

Service shall be three phase, 60 hertz at the available transmission voltage of 69 kV or higher consistent with the Company's tariff on file with the Florida Public Service Commission and the terms of the LLCS Service Agreement.

All service required by the Customer at a Single Location shall be furnished through primary metering at the available transmission voltage at the interconnecting transmission substation(s). Each Single Location shall maintain its own dedicated metering arrangement. Load shall not be aggregated across multiple locations for purposes of applying the LLCS Tariff to a customer.

The Company will furnish service consistent with the Company's tariff on file with the Florida Public Service Commission and the terms of the LLCS Service Agreement.

Resale of service is not permitted hereunder.

MONTHLY RATE:*

Base Charge:	$669.00
Demand Charges:	
Base Demand Charge	$4.08 per kW of Demand
Non-Fuel Energy Charges:	
Base Energy Charge	0.758¢ per kWh

Incremental Generation Charge:
The Incremental Generation Charge shall be calculated as follows:

LLCS-2 customer's applicable share of generation capacity and transmission interconnection revenue requirements where:

Installed generation capacity and generation transmission interconnection revenue requirements = Operating Expenses + Property Taxes and Insurance + Depreciation + Interest Expense + Return on Rate Base + Income Taxes + Tax Credits

(Continued on Sheet No. 8.954)

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.954**

(Continued from Sheet No. 8.953)

Additional Charges:
See Billing Adjustment section, Sheet No. 8.030, for additional applicable charges.

*All rates shown herein are subject to change in a subsequent rate proceeding(s) based on the type, characteristics, size, location, and in-service date(s) of the facilities and generation resource(s) installed to serve the load under this schedule.

Minimum:
Customer will have no more than the Load Ramp Period to reach full contract demand, during which time the minimum monthly bill will be the sum of: (i) the Base Charge; (ii) the Non-Fuel Energy Charge based on kWh; (iii) applicable Additional Charges based on kWh; (iv) the Base Demand Charge and applicable Additional Charges based on Demand of no less than 70% of the Customer's Load Ramp Demand; an (v) Incremental Generation Charge based on the Customer's Load Ramp Demand.

After the Load Ramp Period, the minimum monthly bill will be the sum of: (i) the Base Charge; (ii) the Non-Fuel Energy Charge based on kWh; (iii) applicable Additional Charges based on kWh; (iv) the Base Demand Charge and applicable Additional Charges based on Demand greater than (a) 70% of the Customer's Contract Demand or (b) the Customer's highest previously established monthly billing Demand during the past 11 months; and (v) an Incremental Generation Charge based on the Customer's Contract Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

GENERATION RESOURCE:

Company will have sole discretion to select the resource(s) necessary and appropriate to serve all load under this schedule consistent with the Company's standard total system resource planning process and the applicable Ten-Year Site Plan approved by the Florida Public Service Commission.

Customer has no right or entitlement to select the type, characteristics, size, or location of the generation resource(s) to be used by the Company to serve Customer's load under this schedule.

Customer may have the ability, but not the right, under separate agreement to purchase renewable energy credits (RECs) from Company to the extent such RECs are available. Any such purchases shall be separately contracted between Customer and Company, and pricing for RECs shall be at a negotiated price that is mutually acceptable to both Customer and Company.

TERM OF SERVICE:

Minimum Term:
Not less than 20 years from the In-Service Date, including the Load Ramp Period. After the Minimum Term, service under this schedule shall continue until terminated by either the Company or the Customer upon written notice consistent with the notice provisions below.

Notice and Termination:
Customer must provide notice at least two years in advance of terminating service. In such event, service under this schedule will automatically terminate on the date following the second annual anniversary of the date of the Customer's termination notice; provided, however, the Customer may be subject to charges for early termination as provided below.

(Continued on Sheet No. 8.955)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.955**

(Continued from Sheet No. 8.954)

The Company may terminate service under this schedule at any time if the Customer materially breaches the terms and conditions of this schedule, the LLCS Service Agreement, or the Company's tariff on file with the Florida Public Service Commission. Prior to any such termination, the Company shall notify the Customer in writing at least 90 days in advance and describe the existence and nature of such alleged breach. The Company may then terminate service under this schedule at the end of the 90-day notice period; provided, however, that if such breach is not reasonably capable of being cured within such 90-day period, then Customer will have additional time (not exceeding an additional thirty 30 days) as is reasonably necessary to cure the breach so long as Customer promptly commences and diligently pursues the cure.

CHARGES FOR EARLY TERMINATION:

In the events of (i) the Customer terminates service prior to the end of the Minimum Term, (ii) the Company terminates for Customer's material breach of the terms and conditions of this schedule, the LLCS Service Agreement, or the Company's tariff on file with the Florida Public Service Commission, or (iii) the Customer fails to provide notice at least two years in advance of terminating service, the Customer shall be responsible for payment of any applicable termination charges as set forth in the LLCS Service Agreement.

RULES AND REGULATIONS:

Customer taking service under this schedule shall enter into the LLCS Service Agreement on file with the Florida Public Service Commission. As a prerequisite to entering the LLCS Service Agreement, the Customer must (i) pay for the Company to undertake system impact and engineering studies ("System Studies"), as applicable, associated with interconnecting and serving the Customer's Contract Demand, and (ii) the Customer must accept the results of those System Studies by executing a Construction and Operating Agreement with the Company and paying any Contribution-In-Aid of Construction (CIAC) required by the tariff in effect at the time of payment.

In-Service Date shall be the date that Company has installed the facilities and capacity necessary to begin providing electric service to the Customer as set forth in the LLCS Service Agreement.

Contract Demand shall be the Customer's maximum peak load requirement at a Single Location as set forth and mutually agreed to in the LLCS Service Agreement.

The projected Load Factor shall be determined by the Company pursuant to the Company's tariff on file with the Florida Public Service Commission.

Load Ramp Demand shall be the Customer's minimum monthly peak load requirements for each month during the Load Ramp Period as set forth and mutually agreed to in the LLCS Service Agreement.

Load Ramp Period shall be the time from the In-Service Date until Customer reaches full Contract Demand, which period shall be mutually agreed to and set forth in the LLCS Service Agreement.

For purposes of this schedule, a Single Location means a geographic area that is owned (whether partially or wholly), operated, used, or leased by Customer and/or its affiliate, which can include a contiguous or adjacent lot to the area with the Customer's point of delivery, and may be considered the Customer's premises regardless of lots, easements, public throughfares, or rights-of-way.

Contribution-In-Aid of Construction (CIAC): Customer will be responsible for the payment of a CIAC for the costs associated with extending electric service to the Customer under this schedule, which amount shall be calculated pursuant to the CIAC rule set forth in FPL's tariff on file with the Public Service Commission.

(Continued on Sheet No. 8.956)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.956**

(Continued from Sheet No. 8.955)

Customers that meet the applicability requirements of this schedule are not eligible for service under Economic Development Riders, Load Control Riders, the Commercial/Industrial Service Rider (CISR), Standby and Supplemental Service (SST-1), or Interruptible Standby and Supplemental Service (ISST-1).

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the Company's currently effective tariff on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said tariff the provision of this schedule shall apply.

This schedule, including the Monthly Rate components, as well as the Company's tariff on file with the Florida Public Service Commission, may be amended, updated, or revised from time-to-time subject to and upon approval by the Florida Public Service Commission. Upon their effective date, any such changes approved by the Florida Public Service Commission shall apply prospectively to all existing and new customers taking service under thisschedule.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Forty-Fourth Revised Sheet No. 9.010
Cancels Forty-Third Revised Sheet No. 9.010

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Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

Eighteenth Revised Sheet No. 9.011
Cancels Seventeenth Revised Sheet No. 9.011

(Continued from Sheet No. 9.010)

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Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

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

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

WITNESSETH:

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

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

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

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

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

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

(Continued on Sheet No. 9.031)

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.031
Cancels First Revised Sheet No. 9.031

(Continued from Sheet No.9.030)

1. QS Facility

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

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

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

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

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

(Continued on Sheet No. 9.032)

FLORIDA POWER & LIGHT COMPANY

Twentieth Revised Sheet No. 9.032
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(Continued from Sheet No. 9.031)

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

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

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

2. Term of Contract

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

2. Minimum Specifications

Following are the minimum specifications pertaining to this Contract:

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

2. This offer shall expire on April 1, 2026.

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

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

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

	On Peak *	All Hours
Availability	94.0%	94.0%

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

(Continued on Sheet No. 9.032.1)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: June 3, 2025

(Continued from Sheet No. 9.032)

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

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

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

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. 9.033)

(Continued from Sheet No. 9.032.1)

4 Sale of Energy and Capacity by the QS

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

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

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

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

5 Committed Capacity/Capacity Delivery Date

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

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

5.3 FPL shall have the right to require the QS, by notice no less than ten (10) business days prior to such proposed test, to validate the Committed Capacity of the Facility by means of subsequent Committed Capacity Tests as follows: (a) once per each Summer period and once per each Winter period at FPL's sole discretion,(b) at any time the QS is unable to comply with any material obligation under this Contract for a period of thirty (30) days or more in the aggregate as a consequence of an event of Force Majeure, and (c) at any time the QS fails in three consecutive months to achieve an Annual Capacity Billing Factor, as defined in Appendix B (the "ACBF"), equal to or greater than 70%. The results of any such test shall be provided to FPL within seven (7) days of the conclusion of such test. On and after the date of such requested Committed Capacity Test, and until the completion of a subsequent Committed Capacity Test, the Committed Capacity shall be deemed as the lower of the tested capacity or the Committed Capacity as set forth in Section 5.1.

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

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

(Continued on Sheet No. 9.033.1)

(Continue from Sheet No. 9.033)

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

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

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

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

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

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

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

(Continue on Sheet No. 9.034)

(Continued from Sheet No. 9.033)

6. Testing Procedures

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

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

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

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

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

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

7. Payment for Electricity Produced by the Facility

7.1 Energy

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

7.2 Firm Capacity

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

7.3 Payments

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

(Continued from Sheet No. 9.034)

8 Electricity Production and Plant Maintenance Schedule

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

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

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

8.4 Dispatch and Control

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

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

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

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

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

(Continued on Sheet No. 9.036)

(Continued from Sheet No. 9.035)

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

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

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

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

9. Completion/Performance Security

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

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

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

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

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

(Continued from Sheet No. 9.036)

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

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

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. 9.038)

(Continued from Sheet No. 9.037)

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

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

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

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

by (z) 360.

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

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

10. Termination Fee

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

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

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

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

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

(Continued on Sheet No. 9.039)

(Continued from Sheet No. 9.038)

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

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

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

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

11. Performance Factor

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

(Continued on Sheet No. 9.040)

(Continued from Sheet No. 9.039)

12. Default

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. 9.041)

(Continued from Sheet No. 9.040)

13. FPL's Rights in the Event of Default

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

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

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

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

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

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

14. Indemnification/Limits

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

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

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

(Continued on Sheet No. 9.042)

(Continued from Sheet No. 9.041)

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

15. Insurance

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

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

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

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

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

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

16. Force Majeure

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

(Continued on Sheet No. 9.043)

(Continued from Sheet No. 9.042)

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

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

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

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

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

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

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

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

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

17. Representations, Warranties, and Covenants of QS

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

17.1 Organization, Standing and Qualification

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

(Continued on Sheet No. 9.044)

(Continued from Sheet No. 9.043)

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

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

17.3 Compliance with Laws

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

17.4 Governmental Approvals

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

17.5 No Suits, Proceedings

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

17.6 Environmental Matters

17.6.1 QS Representations

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

17.6.2 Ownership and Offering For Sale Of Renewable Energy Attributes

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

(Continued on Sheet No. 9.045)

(Continued from Sheet No. 9.044)

17.6.3 Changes in Environmental and Governmental Regulations

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

17.7 Interconnection/Wheeling Agreement

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

17.8 Technology and Generator Capabilities

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

18 General Provisions

18.1 Project Viability

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

18.2 Permits; Site Control

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

18.3 Project Management

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

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

18.4 Assignment

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

18.5 Disclaimer

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

(Continued on Sheet No. 9.046)

(Continued from Sheet No. 9.045)

18.6 Notification

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

For the QS:

_____

_____

_____

_____

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

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

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

18.7 Applicable Law

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

18.8 Venue

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

(Continued on Sheet No. 9.047)

(Continued from Sheet No. 9.046)

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

18.10 Taxation

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

18.11 Severability

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

18.12 Complete Agreement and Amendments

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

18.13 Survival of Contract

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

18.14 Record Retention

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

18.15 No Waiver

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

(Continued on Sheet No. 9.048)

(Continued from Sheet No. 9.047)

18.16 Set-Off

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

18.17 Assistance With FPL's evaluation of FIN 46R

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

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

FLORIDA POWER & LIGHT COMPANY

WITNESS: _____

Date_____

WITNESS: _____

_____(QS)

Date_____

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 9.050
Cancels Second Revised Sheet No. 9.050

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

This Agreement, is made and entered into this_____day of_____, 20_____, by and between _____("Customer"), with and address of _____ and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, FL33408-0429.

WITNESSETH:

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

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

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

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

2. **Customer Qualification and Fees**
   2.1. Customer-owned renewable generation shall have a Gross Power Rating that:
   a) does not exceed 90% of the Customer's utility distribution service rating; and
   b) is 10 kW AC or less.
   c) has an AC generating capacity of less than 115% of the Customer's previous 12 months kilowatt-hour usage.

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

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

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

3. **General Responsibilities of the Parties**
   3.1. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1, and UL 1741.
   3.2. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section 3.1 above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.
   3.3. The Customer shall be responsible for protecting its Customer-owned renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the FPL system in delivering and restoring power; and shall be responsible for ensuring that Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.
   3.4. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 9.051)

(Continued from Sheet No. 9.050)

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

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

4. Inspection and On-going Compliance

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

5. Manual Disconnect Switch

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

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

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

6. Disconnection / Reconnection

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

(Continued on Sheet No. 9.052)

(Continued from Sheet No. 9.051)

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

a) Emergencies or maintenance requirements on FPL's system;

b) Hazardous conditions existing on FPL's system due to the operation of the Customer's generating or protective equipment as determined by FPL; and

c) Adverse electrical effects, such as power quality problems, on the electrical equipment of FPL's other electric consumers caused by the Customer-owned renewable generation as determined by FPL.

7. Modifications/Additions to Customer-owned Renewable Generation

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

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

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

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

8. Indemnity

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

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

(Continued on Sheet No. 9.053)

(Continued from Sheet No. 9.052)

9. Limitation of Liability

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

10. Assignment

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

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

11. Insurance

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

12. Renewable Energy Certificates

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

13. Lease Agreements

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

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

14. Dispute Resolution

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

15. Effective Date

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

16. Termination

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

(Continued on Sheet No. 9.053.1)

(Continued from Sheet No. 9.053)

17. Amendments to Florida Public Service Commission Rules

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

18. Entire Agreement

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

19. Governmental Entities

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

(Continued on Sheet No. 9.054)

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.054
Cancels First Revised Sheet No. 9.054

(Continued from Sheet No. 9.053.1)

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

CUSTOMER

_____
(Signature)

_____
(Print or Type Name)

Title: _____

FLORIDA POWER & LIGHTCOMPANY

_____
(Signature)

_____
(Print or Type Name)

Title: _____

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

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 9.055
Cancels Second Revised Sheet No. 9.055

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

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

WITNESSETH:

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

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

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

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

2. **Customer Qualification and Fees**
   2.1 Customer-owned renewable generation shall have a Gross Power Rating that:
   a) does not exceed 90% of the Customer's utility distribution service rating; and
   b) is greater than 10 kW AC and less than or equal to 100 kW AC.
   c) has an AC generating capacity of less than 115% of the Customer's previous 12 months kilowatt-hour usage.

   Gross Power Rating for the Customer-owned renewable generations is _____kW AC.
   2.1 The Customer shall be required to pay an application fee of $400 for this Tier 2 Customer-owned renewable generation.
   2.2 In order to commence the process for interconnection, Customer shall provide FPL a completed application.

3. **General Responsibilities of the Parties**
   3.1 Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1, and UL 1741. The Customer shall provide a written report that the Customer-owned renewable generation complies with the foregoing standards. The manufacturer's specification sheets will satisfy this requirement for a written report.
   3.2 Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section 3.1 above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.
   3.3 The Customer shall be responsible for protecting its Customer-owned renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the FPL system in delivering and restoring power; and shall be responsible for ensuring that Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.
   3.4 The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 9.056)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

(Continued from Sheet No. 9.055)

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

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

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

4. **Inspection and On-Going Compliance**

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

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

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

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

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

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

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

(Continued on Sheet No. 9.057)

(Continued from Sheet No. 9.056)

5. Manual Disconnect Switch

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

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

6. Disconnection / Reconnection

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

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

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

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

7. Modifications/Additions to Customer-owned Renewable Generation

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

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

(Continued on Sheet No. 9.058)

(Continued from Sheet No. 9.057)

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

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

8. Indemnity

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

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

9. Limitation of Liability

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

10. Assignment

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

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

11. Insurance

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

(Continued on Sheet No. 9.059)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.059
Cancels Original Sheet No.9.059

(Continued from Sheet No. 9.058)

12. Renewable Energy Certificates

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

13. Lease Agreements

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

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

14. Dispute Resolution

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

15. Effective Date

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

16. Termination

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

17. Amendments to Florida Public Service Commission Rules

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

18. Entire Agreement

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

19. Governmental Entities

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

(Continued on Sheet No. 9.060)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.060
Cancels Original Sheet No.9.060

(Continued from Sheet No. 9.059)

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

CUSTOMER

(Signature)

(Print or Type Name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

(Signature)

(Print or Type Name)

Title: _____

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

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

Third Revised Sheet No.9.065
Cancels Second Revised Sheet No.9.065

FLORIDA POWER & LIGHT COMPANY

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

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

WITNESSETH:

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

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

1. **Definitions**

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

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

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

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

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

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

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

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

2. **Customer Qualification and Fees**

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

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

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

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

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

(Continued on Sheet No. 9.066)

(Continued from Sheet No. 9.065)

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

3. **General Responsibilities of the Parties**

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

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

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

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

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

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

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

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

(Continued on Sheet No. 9.067)

(Continued from Sheet No. 9.066)

4. Inspection and On-Going Compliance

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

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

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

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

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

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

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

5. Manual Disconnect Switch

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

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

(Continued on Sheet No. 9.068)

(Continued from Sheet No. 9.067)

6. Disconnection / Reconnection

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

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

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

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

7. Modifications/Additions to Customer-owned Renewable Generation

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

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

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

8. Interconnection Study Process

8.1. Fast Track Screens

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

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

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

(Continued on Sheet No. 9.069)

(Continued from Sheet No. 9.068)

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

8.3 Interconnection Study

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

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

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

9. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

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

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

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

10. Indemnity

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

(Continued on Sheet No. 9.070)

(Continued from Sheet No. 9.069)

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

11. Limitation of Liability

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

12. Assignment

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

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

13. Insurance

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

14. Renewable Energy Certificates

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

15. Billing, Payment, and Financial Security

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

(Continued on Sheet No. 9.071)

(Continued from Sheet No. 9.070)

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

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

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

16. Lease Agreements

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

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

17. Dispute Resolution

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

18. Effective Date

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

19. Termination

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

(Continued on Sheet No. 9.072)

(Continued from Sheet No. 9.071)

20. Amendments to Florida Public Service Commission Rules

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

21. Notices

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

22. Entire Agreement

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

23. Governmental Entities

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

CUSTOMER:

_____

_____

_____

_____

FPL:

_____

_____

_____

_____

(Continued on Sheet No. 9.072.1)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.072.1
Cancels Original Sheet No. 9.072.1

(Continued from Sheet No. 9.072)

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

FLORIDA POWER & LIGHTCOMPANY

_____
(Signature)

_____
(Print or Type Name)

Title: _____

CUSTOMER

_____
(Signature)

_____
(Print or Type Name)

Title:_____

Witness:_____
(Print or TypeName)

Title: _____

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

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

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

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

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

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

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

FAST TRACK SCREENS

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

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

2.1 Screens

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

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

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

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

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

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

(Continued on Sheet No. 9.076)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No.9.076
Cancels Original Sheet No.9.076

(Continued from Sheet No. 9.075)

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

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

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

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

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

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: February 20, 2014

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.100
Cancels First Revised Sheet No. 9.100

FPL Account Number: _____
FPL Work Order Number: _____

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, _____

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

_____

located in_____, Florida.
(city/county)

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

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

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

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

_____

_____

_____

_____

_____

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

FPL AGREES:

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

(Continued on Sheet No. 9.101)

Issued by: S.E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.101
Cancels Original Sheet No. 9.101

(Continued from Sheet No. 9.100)

THE CUSTOMER AGREES:

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

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

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

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

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

IT IS MUTUALLY AGREED THAT:

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

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

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

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

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

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

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

(Continued on Sheet No. 9.102)

Issued by: S.E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.102
Cancels First Revised Sheet No. 9.102

(Continued from Sheet No. 9.101)

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

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

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

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

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

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

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

Charges and Terms Accepted:

_____

Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By:_____
Signature (Authorized Representative)

By:_____
(Signature)

_____
(Print or type name)

_____
(Print or type name)

Title:_____

Title:_____

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 5, 2012

FLORIDA POWER & LIGHT COMPANY

Sixth Revised Sheet No. 9.110
Cancels Fifth Revised Sheet No. 9.110

STREET LIGHTING FIXTURE VANDALISM OPTION NOTIFICATION

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

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

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

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

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

By:_____
Signature (Authorized Representative)

_____
(Print or Type Name)

Title:_____

FPL Account Number:_____

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 1, 2010

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 9.120
Cancels Fourth Revised Sheet No. 9.120

FPL Account Number:_____
FPL Work Order Number:_____

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions, _____

_____

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

_____

located in_____, Florida.
(city/county)

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

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

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

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

_____
_____
_____
_____
_____

Total work order cost is $_____

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

FPL AGREES:

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

(Continued on Sheet No. 9.121)

(Continued from Sheet No. 9.120)

THE CUSTOMER AGREES:

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

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

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

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

IT IS MUTUALLY AGREEDTHAT:

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

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. 9.122)

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 9.130
Cancels Fourth Revised Sheet No. 9.130

FPL Account Number: _____
FPL Work Order Number: _____

RECREATIONAL LIGHTING AGREEMENT

In accordance with the following terms and conditions, _____

_____

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

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

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

_____

_____

_____

_____

_____

_____

Total work order cost $_____.

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

FPL AGREES:

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

(Continued on Sheet No. 9.131)

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 9.130
Cancels Fourth Revised Sheet No. 9.130

FPL Account Number: _____
FPL Work Order Number: _____

RECREATIONAL LIGHTING AGREEMENT

In accordance with the following terms and conditions, _____

_____

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

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

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

_____

_____

_____

_____

_____

_____

Total work order cost $_____.

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

FPL AGREES:

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

(Continued on Sheet No. 9.131)

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 9.131
Cancels Fourth Revised Sheet No. 9.131

(Continued from Sheet No. 9.130)

THE CUSTOMER AGREES:

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

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

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

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

IT IS MUTUALLY AGREEDTHAT:

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. 9.132)

Third Revised Sheet No. 9.132
Cancels Second Revised Sheet No. 9.132

FLORIDA POWER & LIGHT COMPANY

(Continued from Sheet No. 9.131)

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

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

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

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

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

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

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

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

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

Charges and Terms Accepted:

_____
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By:_____
Signature (Authorized Representative)

_____
(Print or type name)

Title:_____

By:_____
(Signature)

_____
(Print or type name)

Title:_____

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

Second Revised Sheet No. 9.140
Cancels First Revised Sheet 9.140

FLORIDA POWER & LIGHT COMPANY

FPL Account Number: _____

FPL Work Request Number: _____

LIGHTING AGREEMENT

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

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

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

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

(Continued on Sheet No. 9.141)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

(Continue from Sheet No.9.141)

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

FPL AGREES:

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

THE CUSTOMER AGREES:

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

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

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

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

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

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

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

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

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

IT IS MUTUALLY AGREED THAT:

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

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

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

(Continue on Sheet No. 9.143)

(Continue from Sheet No.9.141)

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

FPL AGREES:

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

THE CUSTOMER AGREES:

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

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

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

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

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

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

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

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

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

IT IS MUTUALLY AGREED THAT:

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

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

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

(Continue on Sheet No. 9.143)

(Continue on Sheet No. 9.142)

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

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

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

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

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

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

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

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

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

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

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

(Continue on Sheet No. 9.144)

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

_____
Customer (Print or type name of Organization)

By:_____
Signature (Authorized Representative)

_____
(Print or type name)

Title:_____

FLORIDA POWER & LIGHT COMPANY

By: _____
(Signature)

_____
(Print or type name)

Title: _____

Tenth Revised Sheet No. 9.400
Cancels Ninth Revised Sheet No. 9.400

FLORIDA POWER & LIGHT COMPANY

RESIDENTIAL UNCONDITIONAL GUARANTY

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

_____ _____ of
Guarantee Name Guarantee Account No(s)

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

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

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

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

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

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

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

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

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

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

_____ _____
Guarantor Name Guarantor Signature

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

_____
Guarantor Social Security No.

(Continued on Sheet No. 9.401)

Issued by: S.E. Roming, Director, Rates and Tariffs
Effective: June 5, 2017

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 9.401
Cancels Third Revised Sheet No. 9.401

(Continued from Sheet No. 9.400)

STATE OF FLORIDA
COUNTY OF _____

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

And

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

_____
Notary Public, State of Florida

_____
Print Name of Notary Public

My Commission Expires:_____

Commission Number _____

Agreed:

_____
Guarantee Signature Date

(Continued on Sheet No. 9.401)

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: April 20, 2021

Fourth Revised Sheet No.9.410
FLORIDA POWER & LIGHT COMPANY **Cancels Third Revised Sheet No.9.410**

NON-RESIDENTIAL UNCONDITIONAL GUARANTY

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

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

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

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

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

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

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

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

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

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

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: June 5, 2017

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 9.411
Cancels Third Revised Sheet No. 9.411

(Continued from Sheet No. 9.410)

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

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

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

Title:_____

STATE OF FLORIDA
COUNTY OF _____

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

And

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

_____
Notary Public, State of Florida

_____
Print Name of Notary Public

My Commission Expires:_____ Commission No:_____

Agreed:

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

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

Title:_____

(Continued on Sheet No. 9.412)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.412
Cancels Original Sheet No. 9.412

(Continued from Sheet No. 9.411)

ADDENDUM

Subsidiary (Guarantee Name)

1. Service Address _____ Account No.

2. Service Address _____ Account No.

3. Service Address _____ Account No.

4. Service Address _____ Account No.

5. Service Address _____ Account No.

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FPL Work Order No. _____

PERFORMANCE GUARANTY AGREEMENT FOR RESIDENTIAL SUBDIVISION DEVELOPMENT

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

WITNESSETH:

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

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

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

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

Whereas, Applicant is agreeable to providing a Performance Guaranty.

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

ARTICLE I - DEFINITIONS

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

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

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

ARTICLE II - DETERMINATION OF INITIAL PERFORMANCE GUARANTY AMOUNT

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

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

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

ARTICLE III - PAYMENT AND REFUND

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

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

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

(Continued on Sheet No. 9.421)

(Continued from Sheet No. 9.420)

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

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

ARTICLE IV - FINALSETTLEMENT

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

ARTICLE V - TITLE AND OWNERSHIP

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

ARTICLE VI - PROCEEDING WITH WORK

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

ARTICLE VII - ENTIREAGREEMENT

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

ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS

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

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

Charges and Terms Accepted by:

FLORIDA POWER & LIGHT COMPANY

_____
Applicant (Print/Type Name of Organization)

By:_____
Signature (Authorized Representative)

_____
(Print or Type Name)

Title:_____

By:_____
Signature (Authorized Representative)

_____
(Print or Type Name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.425
Cancels First Revised Sheet No. 9.425

IRREVOCABLE BANK LETTER OF CREDIT FOR PERFORMANCE GUARANTY AGREEMENT

Date _____ Premises (Location) _____

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

APPLICANT:
_____
_____
_____
Attention: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

Very truly yours,

_____

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

By: _____

Print
Name: _____
Title: _____

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: August 20, 2020

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 9.427
Cancels Second Sheet No. 9.427

Bond No. _____

Service Address (Location) _____

SURETY BOND FOR PERFORMANCE
GUARANTY AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

Corporate Seal of Principal

Principal: _____
General Partner: _____ (if applicable)

NOTARY SEAL/STAMP (PRINCIPAL)

By: _____ Title: _____

NOTARY CERTIFICATE-PRINCIPAL SIGNATURE

STATE OF _____

COUNTY OF _____

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

And

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

My Commission Expires: _____

Notary Public
Print Name: _____

Surety

Corporate Seal of Surety

By: _____
(Designated in attached Power of Attorney. If not Florida resident, countersigned below.)
Print Name: _____
Countersigned By: _____
(Florida resident agent)
Print Name: _____
Print Address: _____

NOTARY SEAL/STAMP (SURETY)

NOTARY CERTIFICATE - SURETY SIGNATURE

STATE OF _____

COUNTY OF _____

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

And

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

My Commission Expires: _____

Notary Public Print Name: _____

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: April 20, 2021

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 9.430
Cancels Second Revised Sheet No. 9.430

IRREVOCABLE BANK LETTER OF CREDIT

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

Amount $_____
(NUMERICAL AMOUNT)

FPL Master Account No.:_____

APPLICANT:
_____
_____
_____
Attention:_____

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

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

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

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

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

at_____.

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

(1) FPL's signed statement certifying that:

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

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

- AND/OR -

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

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

dated_____, _____, of _____
(FINANCIAL INSTITUTION)

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

(Continued on Sheet 9.431)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: February 25, 2011

FLORIDA POWER & LIGHT COMPANY

Sixth Revised Sheet No. 9.431
Cancels Fifth Revised Sheet No. 9.431

(Continued from Sheet 9.430)

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

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

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

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

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

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

Very truly yours,

Bank:_____
(Print Name of Bank)

By:_____

_____
(Print Name of Bank Official)

Title:_____

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: May 17, 2018

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.435
Cancels First Revised Sheet No. 9.435

IRREVOCABLE BANK LETTER OF CREDIT
EVIDENCE OF AUTHORITY

Date _____

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

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

$_____Irrevocable Bank Letter of Credit Number_____,
(NUMERICAL AMOUNT)

issued_____for the benefit of Florida Power & Light Company and
(DATE OF PREPARATION)

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

for_____.
(NAME OF BANK EXECUTING LETTER OF CREDIT)

Bank:_____
(Print Name of Bank)

Corporate Seal

By: _____

(Print Name of Bank Official)

Title:_____

Issued by: S. E. Roming, Director, Rates and Tariffs
Effective: February 25, 2011

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 9.440
Cancels Third Revised Sheet No. 9.440

SURETY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

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

Signed, sealed and dated this_____day of_____.

[ ]

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

[ ]

Corporate	Surety_____	Notary
Seal	By_____ (Designated in attached Power of Attorney, If not Florida Resident, countersigned below.)	Seal
of SURETY		(Surety)

(Continued on Sheet No. 9.441)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: July 11,2017

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 9.441
Cancels Second Revised Sheet No. 9.441

(Continued from Sheet No. 9.440)

NOTARY CERTIFICATE-SURETY SIGNATURE

STATE OF FLORIDA
COUNTY OF _____

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

And

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

_____
Notary Public, State of Florida

_____
Print Name of Notary Public

My Commission Expires:_____Commission Number_____

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

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

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: April 20,2021

FILED 2/17/2026
DOCUMENT NO. 01138-2026
FPSC - COMMISSION CLERK

STATE OF FLORIDA
OFFICE OF PUBLIC COUNSEL

c/o THE FLORIDA LEGISLATURE
111 WEST MADISON ST.
SUITE 812
TALLAHASSEE, FLORIDA 32399-1400
850-488-9330

EMAIL: OPC_WEBSITE@LEG.STATE.FL.US
WWW.FLORIDAOPC.GOV

BEN ALBRITTON
President of the Senate

DANIEL PEREZ
Speaker of the House of Representatives

February 17, 2026

Adam J. Teitzman, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 20250011-EI - Petition for rate increase by Florida Power & Light Company

Dear Mr. Teitzman:

Please find enclosed for filing in the above referenced docket the Office of Public Counsel's Notice of Administrative Appeal, Part 2 of 5. This filing is being made via the Florida Public Service Commission's web-based electronic filing portal.

If you have any questions or concerns, please do not hesitate to contact me. Thank you for your assistance in this matter.

Sincerely,

Walt Trierweiler
Public Counsel

/s/ Mary A. Wessling
Mary A. Wessling
Associate Public Counsel
Florida Bar No.: 93590

c/o The Florida Legislature
111 West Madison St, Suite 812
Tallahassee, FL 32399-1400

Counsel for Citizens of the State Of Florida

CERTIFICATE OF SERVICE
DOCKET NO. 20250011-EI

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail on this 17th day of February, 2026, to the following:

Adria Harper
Shaw Stiller
Timothy Sparks
Florida Public Service Commission
Office of General Counsel
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
aharper@psc.state.fl.us
sstiller@psc.state.fl.us
tsparks@psc.state.fl.us

Kenneth A. Hoffman
Florida Power & Light Company
134 West Jefferson Street
Tallahassee, FL 32301-1713
ken.hoffman@fpl.com

John T. Burnett
Maria Moncada
Christopher T. Wright
Joel Baker
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420
john.t.burnett@fpl.com
maria.moncada@fpl.com
christopher.wright@fpl.com
joel.baker@fpl.com

Jon C. Moyle, Jr.
Karen A. Putnal
Moyle Law Firm, P.A.
118 North Gadsden Street
Tallahassee, FL 32301
jmoyle@moylelaw.com
kputnal@moylelaw.com
mqualls@moylelaw.com

Leslie R. Newton
Ashley N. George
Thomas A. Jernigan
James B. Ely
Ebony M. Payton
Matthew Vondrasek
Federal Executive Agencies
139 Barnes Drive, Suite 1
Tyndall Air Force Base, FL 32403
leslie.newton.1@us.af.mil
ashley.george.4@us.af.mil
thomas.jernigan.3@us.af.mil
matthew.vondrasek.1@us.af.mil
james.ely@us.af.mil
ebony.payton.ctr@us.af.mil
ULFSC.Tyndall@us.af.mil

Nikhil Vijaykar
Yonatan Moskowitz
Keyes & Fox LLP
580 California St., 12th Floor
San Francisco, CA 94104
nvijaykar@keyesfox.com
ymoskowitz@keyesfox.com

Katelyn Lee
Lindsey Stegall
EVgo Services, LLC
1661 E. Franklin Ave.
El Segundo, CA 90245
katelyn.lee@evgo.com
lindsey.stegall@evgo.com

Bradley Marshall
Jordan Luebkemann
Earthjustice
111 S. Martin Luther King Jr. Blvd.
Tallahassee, FL 32301
bmarshall@earthjustice.org
jluebkemann@earthjustice.org
flcaseupdates@earthjustice.org

Danielle McManamon
Earthjustice
4500 Biscayne Blvd., Suite 201
Miami, FL 33137
dmcmanamon@earthjustice.org

James W. Brew
Laura Wynn Baker
Joseph R. Briscar
Sarah B. Newman
Stone Mattheis Xenopoulos & Brew
1025 Thomas Jefferson St., NW
Suite 800 West
Washington, D.C. 20007
jbrew@smxblaw.com
lwb@smxblaw.com
jrb@smxblaw.com
sbn@smxblaw.com

Stephen Bright
Jigar J. Shah
Electrify America, LLC
1950 Opportunity Way, Suite 1500
Reston, Virginia
steve.bright@electrifyamerica.com
jigar.shah@electrifyamerica.com

Robert E. Montejo
Duane Morris LLP
201 S Biscayne Blvd., Suite 3400
Miami, FL 33131-4325
remontejo@duanemorris.com

Stephanie U. Eaton
Spilman Thomas & Battle
110 Oakwood Drive, Suite 500
Winston-Salem, NC 27103
seaton@spilmanlaw.com

Steven W. Lee
Spilman Thomas & Battle
1100 Bent Creek Blvd., Suite 101
Mechanicsburg, PA 17050
slee@spilmanlaw.com

William C. Garner
Law Office of William C. Garner
3425 Bannerman Road
Unit 105, No. 414
Tallahassee, FL 32312
bgarner@wcglawoffice.com

D. Bruce May
Kevin W. Cox
Kathryn Isted
Holland & Knight LLP
315 S. Calhoun Street, Suite 600
Tallahassee, FL 32301
bruce.may@hklaw.com
kevin.cox@hklaw.com
kathryn.isted@hklaw.com

Brian Ardire
Armstrong World Industries, Inc.
2500 Columbia Avenue
Lancaster, PA 17603
baardire@armstrongcielings.com

Alexander W. Judd
Duane Morris LLP
100 Pearl Street, 13th floor
Hartford, CT 06103
ajudd@duanemorris.com

Robert Scheffel Wright
John T. Lavia, III
Floridians Against Increased Rates, Inc.
Gardner Bist King & Wood
1300 Thomasville Rd.
Tallahassee, FL 32309
schef@gbwlegal.com
jlavia@gbwlegal.com

Floyd Self
Ruth Vafek
Fuel Retailers
Berger Singerman, LLP
313 N. Monroe. St., Suite 301
Tallahassee, FL 32301
fself@bergersingerman.com
rvafek@bergersingerman.com

/s/ Mary A. Wessling
Mary A. Wessling
Associate Public Counsel
wessling.mary@leg.state.fl.us

First Revised Sheet No. 9.475
Cancels Original Sheet No.9.475

FLORIDA POWER & LIGHT COMPANY

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

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

WITNESSETH:

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

WHEREAS, the Customer is_____; and

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

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. 9.476)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

(Continued from Sheet No. 9.475)

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

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

If to the Company:

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

With a copy to:

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

If to the Customer:

_____
_____
_____
Facsimile:
Attention:

With a copy to:

_____
_____
_____
Facsimile:
Attention:

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

(Continued on Sheet No. 9.477)

(Continued from Sheet No. 9.476)

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

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

Witnesses:

_____

_____

_____

by:_____

Its:_____

Attest:_____

Witnesses:

_____

_____

FLORIDA POWER ANDLIGHT

by:_____

Its:_____

Attest:_____

(Continued on Sheet No. 9.478)

(Continued from Sheet No.9.477)

Contract Service Agreement

Exhibit A

Customer Name and Service Location(s):

_____

_____

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

(Continued on Sheet No. 9.479)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.479
Cancels Original Sheet No. 9.479

(Continued from Sheet No. 9.478)

Contract Service Agreement

Exhibit B

Customer Name and Service Location(s):

_____

_____

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

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

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

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

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

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

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

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

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

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

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 9.480
Cancels Third Revised Sheet No. 9.480

COMMERCIAL/INDUSTRIAL LOAD CONTROL
PROGRAM AGREEMENT

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

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

REQUEST FOR APPROVAL TO:

☐ CONDUCT MAINTENANCE ON EQUIPMENT

☐ Generator ☐ Control Circuit Wiring

☐ Switch Gear ☐ Other

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

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

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

_____ _____ _____
Customer's Signature Date Time

APPROVALS:

FPL C/I Load Management _____ _____ _____
Date Time

FPL TOP _____ _____ _____
Date Time

TO: _____ _____ _____
Customer Name Date Time

FPL APPROVAL TO CHANGE:

☐ YES

☐ NO Remarks: _____

_____

_____

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

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 9.490
Cancels Fourth Revised Sheet No. 9.490

COMMERCIAL/INDUSTRIAL LOAD CONTROL PROGRAM AGREEMENT

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

WITNESSETH

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

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

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

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

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

(Continued on Sheet No. 9.491)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 9.491
Cancels Fourth Revised Sheet No. 9.491

(Continued from Sheet No. 9.490)

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

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

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

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

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

(Continued on Sheet No. 9.492)

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 9.492
Cancels Third Revised Sheet No. 9.492

(Continued from Sheet No. 9.491)

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

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

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

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

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

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

CUSTOMER (private)

Company:_____

Signed:_____

Name:_____

Title:_____

FLORIDA POWER & LIGHT COMPANY

Signed:_____

Name:_____

Title:_____

CUSTOMER (public)

Governmental Entity:_____

Signed:_____

Name:_____

Title:_____

Attest:_____

By:_____
Clerk/Deputy Clerk

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy

Effective:

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.494
Cancels First Revised Sheet No. 9.494

COMMERCIAL/INDUSTRIAL DEMAND REDUCTION RIDER
CUSTOMER REQUEST FOR APPROVAL

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

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

REQUEST FOR APPROVAL TO:

☐ CONDUCT MAINTENANCE ON EQUIPMENT

☐ Generator ☐ Control Circuit Wiring

☐ Switch Gear ☐ Other

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

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

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

Customer's Signature Date Time

APPROVALS:

FPL C/I Load Management Date Time

FPL TOP Date Time

TO: _____ Customer Name Date _____ Time _____

FPL APPROVAL TO CHANGE:

☐ YES

☐ NO Remarks: _____

FPL C/I Load Management Authorization Date_____ Time_____

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.495
Cancels Original Sheet No.9.495

COMMERCIAL/INDUSTRIAL DEMAND REDUCTION RIDER AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

(Continued on Sheet No.9.496)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: November 15, 2002

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 9.496
Cancels Third Revised Sheet No. 9.496

(Continued from Sheet No. 9.495)

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. 9.497)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.497
Cancels Original Sheet No. 9.497

(Continued from Sheet No. 9.496)

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

CUSTOMER (private)

Company:_____

Signed:_____

Name:_____

Title:_____

FLORIDA POWER & LIGHT COMPANY

Signed: _____

Name:_____

Title:_____

CUSTOMER (public)

Governmental Entity:_____

Signed:_____

Name:_____

Title:_____

Attest:

Signed:_____

By:_____
Clerk/Deputy Clerk

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.500
Cancels First Revised Sheet No. 9.500

FPL RESIDENTIAL CONSERVATION SERVICE
RECEIPT OF SERVICES

_____
FPL Account Number

Customer Name: _____ Customer Address: _____

City: _____ State: _____ Zip Code: _____

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

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

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

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

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

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

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

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

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

Signed:_____
Customer Date

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

Sixth Revised Sheet No. 9.600
Cancels Fifth Revised Sheet No. 9.600

FPL ACCOUNT No. _____

FPL PREMISE No. _____

AGREEMENT FOR CURTAILABLE SERVICE

This Agreement is made this_____day of_____, _____, by and between_____

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

Charges and Terms Accepted:

_____
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

_____
Signature (Authorized Representative)

_____
(Signature)

_____
(Print or type name)

_____
(Print or type name)

Title:_____

Title:_____

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.610
Cancels Original Sheet No. 9.610

CURTAILABLE CUSTOMER REQUEST FOR APPROVAL

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

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

REQUEST FOR APPROVAL TO:

☐ CONDUCT MAINTENANCE ON EQUIPMENT

☐ Generator ☐ Control Circuit Wiring

☐ Switch Gear ☐ Other

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

_____ _____ _____
Customer's Signature Date Time

APPROVALS:

FPL C/I Load Management _____
Date_____Time_____

FPL TOP _____
Date_____Time_____

TO: _____
Customer Name Date_____ Time_____

FPL APPROVAL TO CHANGE:

☐ YES

☐ NO Remarks: _____

_____

_____

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

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: November 15, 2002

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 9.650
Cancels Second Revised Sheet No. 9.650

AGREEMENT FOR GENERAL DEMAND SERVICE

This Agreement, made this __ _____ day of_____ , _____ , by and between

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

WITNESSETH

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

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

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

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

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

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

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

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

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

Charges and Terms Accepted:

_____
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By:_____
Signature (Authorized Representative)

_____
(Print or type name)

Title:_____

By:_____
(Signature)

_____
(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY — Original Sheet No. 9.665

Condominium Exemption from Individual Electric Metering - Attestation of Compliance

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

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

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

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

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

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

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

For the Customer:

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

Date:_____

Accepted For Florida Power & Light Company

By: _____
(print or type)

Date:_____

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

Issued by: S.E Romig, Director, Rates and Tariffs
Effective: November 1, 2006

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.670
Cancels First Revised Sheet No. 9.670

ECONOMIC DEVELOPMENT RIDER

Service Agreement

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

CHECK TYPE OF BUSINESS:
EDR
- ☐ New Establishment
- ☐ Expanding Existing Establishment

Large EDR
- ☐ New Establishment
- ☐ Expanding Existing Establishment

_____
CUSTOMER NAME

_____
ADDRESS

The Customer hereto agrees as follows:

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

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

Title:_____ Date:_____

Date:_____

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Eleventh Revised Sheet No. 9.700
Cancels Tenth Revised Sheet No. 9.700

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. 9.701)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: June 14, 2010

(Continued from Sheet No. 9.700)

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

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

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

b) A construction schedule,

c) An estimate of when electric service will berequired, and

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

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

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

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

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

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

(Continued on Sheet No. 9.702)

(Continued from Sheet No. 9.701)

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

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

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

9. FPL shall:

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

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

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

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

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

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

Accepted:

For FPL (Date)

Accepted:

Customer (Date)

Witness (Date)

Witness (Date)

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 9.715
Cancels Second Revised Sheet No. 9.715

UNDERGROUND ROAD/PAVEMENT CROSSING AGREEMENT

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

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

_____

Project Name_____Phase

WITNESSETH

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

1. The Customer shall:

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

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

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

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

2. FPL shall:

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

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

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

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

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

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

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

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

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.720
Cancels Original Sheet No. 9.720

UNDERGROUND FACILITIES CONVERSION AGREEMENT

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

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

_____
_____
_____
_____
_____

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

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

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

   i. CIAC (excluding ASRC) $_____
   ii. ASRC $_____
   iii. **CIAC Due** $_____

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

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

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

(Continued on Sheet No. 9.721)

(Continued from Sheet No. 9.720)

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

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. 9.722)

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

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

APPLICANT

Signed_____

Name_____

Title _____

Signed_____

Name_____

Title_____

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

Signed_____

Name_____

Title _____

Approved as to Form and Legal Sufficiency (if required by

Applicant) Signed_____

Name_____

Title _____

FPL

Signed_____

Name_____

Title _____

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 9.730
Cancels Second Revised Sheet No. 9.730

Long-Term Rental Agreement for
Distribution Substation Facilities

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

WITNESSETH:

WHEREAS, the Customer has requested to rent from the Company certain distribution substation facilities consisting in summary of _____
_____
hereinafter collectively called the "Facilities") located at _____
for the purpose of_____and

WHEREAS, the Company is willing to rent such Facilities upon the terms and conditions specified herein;

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

1. In order to be eligible for service under this Agreement, the Customer agrees to rent distribution substation facilities from the Company. If a Customer is currently renting distribution substation facilities under a Facilities Rental Agreement (Tariff Sheet Nos. 9.750 and 9.751), the Customer may enter into this Agreement for the rental of distribution substation facilities, but not for other distribution facilities.

2. The Company will make the Facilities available to Customer on terms consistent with this Agreement, provided, the Company will continue to own, operate and maintain the Facilities.

3. As consideration for making the Facilities available to Customer, Customer shall pay to the Company a monthly rental charge calculated by multiplying the in-place value of the Facilities, as determined pursuant to Paragraphs 4 and 5 of this Agreement, by the applicable Monthly Rental Factor set forth in Tariff Sheet No. 10.015 (Appendix A), attached hereto and made a part of this Agreement, or any successor or substitute schedule which may become effective by filing with or otherwise approved by the Florida Public Service Commission (hereinafter called the "Commission"). Based on the in-place value of the Facilities and the Monthly Rental Factor in effect at the initiation of this Agreement, the monthly charge for the rental of Distribution Substation Facilities to be paid by Customer to the Company is $_____. This monthly rental charge may change from time to time upon modification of either or both the Monthly Rental Factor set forth on Appendix A (or any successor or substitute schedule) or the in-place value of the Facilities in accordance with Paragraph 5.

(Continued on Sheet No.9.731)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: October 6, 2009

(Continued from Sheet No. 9.730)

4. The in-place value of the Facilities is $_____. This initial in-place value of the Facilities is based upon the agreed replacement cost of the Facilities as set forth on Appendix B, which is attached to and made a part of this Agreement. Regardless of the initial in-place value of the Facilities shown on Appendix B, the in-place value of the Facilities may change consistent with the terms and conditions of Paragraph 5.

5. Changes in the in-place value of the Facilities shall alter the monthly rental charges set forth in Paragraph 3 and such changes shall be utilized in the calculation of any applicable Termination Fee as specified in Paragraph 6; however, changes in the in-place value of the Facilities shall not otherwise alter the terms of this Agreement. Changes in the in-place value of the Facilities shall be made as follows and shall be memorialized on a revised Appendix B:

   a. When mutually agreed, additional facilities (hereinafter called "Additional Facilities") may be installed and the in-place value set forth in Paragraph 4 shall be increased by the installed cost of such Additional Facilities.

   b. When mutually agreed, a portion of the Facilities or Additional Facilities may be removed and the in-place value set forth in Paragraph 4 shall be adjusted to reflect such changes. The Company may require a contribution by the Customer to compensate for the undepreciated portion of the Facilities or Additional Facilities to be removed, less salvage, plus removal costs.

   c. When requested by the Customer, and when mutually agreed, the Facilities or Additional Facilities may be modified by the Company. In the event of such a modification, the in-place value set forth in Paragraph 4 will be adjusted in accordance with the procedures stated in Paragraphs 5a and 5b, above.

   d. When the Facilities or Additional Facilities are replaced or modified at the Company's option, no change in the in-place value will be made.

   e. After the Initial Term and upon each successive five (5) year extension (as such is set forth in Paragraph 6), the in-place value set forth in Paragraph 4 shall be adjusted to reflect the net-book value of the Facilities. In addition, if Facilities are replaced due to mechanical and/or electrical failure at any time after the Initial Term, the in-place value set forth in Paragraph 4 will be increased by the installed cost of such replacement facilities and reduced by the previously established in-place value of the replaced facilities.

6. The term of this Agreement (the "Initial Term") shall be 20 years, and thereafter this Agreement will continue in effect for successive five (5) year periods (each such five (5) year period an "Extension") unless terminated by either party upon ninety (90) days' advanced written notice. If Customer elects to terminate this Agreement during the Initial Term or prior to the end of any Extension, Customer shall be responsible for, and shall pay to the Company, a Termination Fee calculated in accordance with Tariff Sheet No. 10.015, set forth as Appendix A, as currently approved or as may be modified from time to time by the Commission.

7. On the termination of this Agreement, and in the event that the Customer fails to make rental payments in a timely fashion, then and in each of those events, at the option of the Company, the Facilities may be removed by the Company.

8. This Agreement may be assigned only with the prior written consent of the Company.

(Continued on Sheet No. 9.732)

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 9.732
Cancels Second Revised Sheet No. 9.732

(Continued from Sheet No. 9.731)

9. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Customer shall indemnify, hold harmless and defend the Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, or growing out of, the transmission and use of electricity on the Customer's side of the point of delivery as such term is defined in Rule 2.3 of the Company's "General Rules and Regulations for Electric Service."

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

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

Charges and Terms Accepted:

_____
Customer (Print or type name ofOrganization)

By:_____
Signature (Authorized Representative)

_____
(Print or type name)

Title:_____

FLORIDA POWER & LIGHT COMPANY

By:_____
(Signature)

_____
(Print or type name)

Title:_____

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: December 2, 2004

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.733
Cancels Original Sheet No. 9.733

APPENDIX B

Description of Rented Distribution Substation Facilities

Issued By: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

Sixth Revised Sheet No. 9.750
Cancels Fifth Revised Sheet No. 9.750

FACILITIES RENTAL SERVICE AGREEMENT

This Agreement made this_____day_____, _____ by and between_____(hereinafter called the Customer) located at_____in_____, Florida and Florida Power & Light Company, a corporation, organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH

WHEREAS, the Customer has requested to rent from the Company certain electric facilities described in the document attached and made a part of this Agreement hereinafter referred to as the "facilities" located At _____and, used for the purpose of_____.

WHEREAS, the Company is willing to rent such facilities upon the terms and conditions specified herein,

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

1. The Company will provide, install or otherwise make available, own, operate and maintain the facilities described in this Agreement.

2. The Customer shall pay to the Company, as consideration for furnishing the facilities, a charge in accordance with the Company's Contract Provisions - Various (Facilities Rental Service) in its Electric Tariff and any successor or substitute schedule, as changed, modified, or supplemented from time to time by a legal effective filing of the Company with or by order of the Florida Public Service Commission.

3. The in-place value of rental facilities will be based upon the agreed replacement cost of the facilities. However, when the in-place value has been previously established in an existing Rental Agreement, the in- place value of this Agreement will be based on that previously determined value, subject to the terms and conditions in Paragraph 6.

4. The in-place value of the facilities is $_____. The in-place value of this Agreement may change from time to time in accordance with the provisions in Paragraph 6. The Monthly Rental Fee and the Monthly Maintenance Payment below are based upon the rates in effect at the time of this agreement. These charges are subject to change and adjustment pursuant to FPL's rate schedule or any successive Facilities Rental Services contained on FPL's tariff sheet number 10.010 as approved by the Florida Public Service Commission. The Customer has elected to pay for these facilities in this Agreement by either paying:

   a. Monthly Rental Fee of $_____and Monthly Maintenance Payment of $_____.

   or

   b. Lump Sum Rental Payment of $_____and Lump Sum Maintenance Payment of $_____.
   (one-time payment) (payable every five (5) years)

   or

   c. Lump Sum Rental Payment of $_____and Monthly Maintenance Payment of $_____.
   (one-time payment)

(Continued on Sheet No. 9.751)

(Continued from Sheet No. 9.750)

5. The term of this Agreement shall be:

Five (5) years from the service date, and the term shall continue thereafter to be in effect from month to month until terminated by either party upon ninety (90) days written notice.

Any addition to existing facilities, as provided in Paragraph 6, may require a new term of five years based on the changes in the facilities' in-place value.

6. Valuation of changes in facilities shall be as follows:

a. When mutually agreed upon, additional facilities may be installed, and the in-place value in Paragraph 4 increased by the installed cost of the additional facilities.

b. When mutually agreed upon, a portion of the existing facilities may be removed and the in-place value in Paragraph 4 shall be adjusted to reflect such changes. For Customers paying a monthly rental fee, the Company may require a contribution by the Customer to compensate for the undepreciated portion of the facilities to be removed, less salvage, plus removal costs. This option is available only for Customers paying a monthly rental fee.

c. When requested by the Customer, and when mutually agreed upon, existing facilities may be modified by the Company. The in-place value in Paragraph 4 will be adjusted in accordance with the procedures stated in 6a and 6b above.

d. When facilities are replaced due to mechanical and/or electrical failure, the in-place value in Paragraph 4 will be increased by the installed cost of the replacement facilities and reduced by the previously established in- place value of the replaced facilities.

e. When facilities are replaced or modified at the Company's option and not as provided in Paragraphs 6 a. through 6 d. for Customers paying either a monthly rental fee or a lump sum, no change in the in-place value will be made.

f. In those instances, where upon mutual agreement between the Company and the Customer, when the Customer is transferring from a monthly rental to a lump sum, the in-place valuation of the facilities may be adjusted to reflect the undepreciated value of the facilities.

7. This Agreement may be assigned only with the prior written consent of the Company.

8. On the termination of this Agreement, and in the event that the Customer fails to make rental payments in a timely fashion, then and in each of those events, at the option of the Company, the Facilities may be removed as soon as practicable by the Company. Customer agrees to pay all costs of collecting any amounts due under this agreement, including Company's reasonable attorney's fee if said amounts are not paid when due.

9. Should the Customer fail to keep and perform any of the agreements and conditions of this Agreement, or should an execution or attachment be levied upon the rental facilities, or should the Customer execute an assignment for the benefit of creditors or file a voluntary petition in bankruptcy, or should an order for relief be entered in an involuntary bankruptcy filed against Customer, or should proceedings for the appointment of a receiver be commenced in any Court against the Customer, then the Company may without any previous notice or demand terminate this Agreement and take possession of and remove the rental facilities without any liability whatever to the Customer, and for that purpose may enter upon any premises where the rental facilities is located; but no such termination of this Agreement shall relieve the Customer from liability for damages for the breach of any of the covenants and conditions herein contained. The Customer agrees to protect the Company, its agents and representatives, against all claims for damages for any trespass that may be committed in recovering the rental facilities. If this Agreement is terminated by Customer, then all rent and other charges due and to become due hereunder shall be deemed accelerated and shall be immediately due and payable in full, and, in addition, Customer shall

(Continued on Sheet No.9.752)

(Continued from Sheet No. 9.751)

promptly pay Company upon demand the amount of all collection costs and all costs to recover and remove the property hereby leased incurred by Lessor, including reasonable attorney's fees and costs.

10. It is further understood and agreed that nothing herein contained shall vest any title, legal or equitable, in the rental facilities in the Customer. And it is understood that the fixing of the rental facilities to the premise of the Customer shall not change or affect the character of the rental facilities as the personal property of the Company nor relieve the Customer from the conditions and provisions of this Agreement.

11. The Company agrees to maintain the rental facilities in good operating condition during the term of this Agreement. The Customer agrees to indemnify the Company against any damage to the rental facilities resulting from any willful misuse of the same by the Customer or from its negligence. The Customer further agrees that it will use reasonable diligence to protect the rental facilities from any damage.

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed in triplicate the day and year first above written.

Charges and Terms Accepted:

_____
Customer (Print or type name of Organization)

By:_____
Signature (Authorized Representative)

_____
(Print or type name)

Title:_____

FLORIDA POWER & LIGHT COMPANY

By:_____
(Signature)

_____
(Print or type name)

Title:_____

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.760
Cancels Original Sheet No. 9.760

ELECTRIC SERVICE AND METER SOCKET REQUIREMENTS

APPLICANT_____Current FPL Account No._____

MAILING ADDRESS_____CITY, ZIP CODE

SERVICE ADDRESS/LEGAL DESCRIPTION_____

PHONE (WEEKDAYS)_____DATE

FPL is pleased to advise that electric service for your proposed_____will be available from our distribution facilities as shown on the sketch below. We understand you are requesting _____Overhead_____Underground,_____volts,_____phase service. The items checked below and receipt by our representative of the white copy of this form with your signature acknowledging your receipt, are required before FPL provides electric service.

Payment: (Check or Money Order)

- Construction/Temporary Service Charge: $_____
- Security Deposit for Construction/Temporary Service: $_____
- Underground/Overhead Differential Charge for Permanent Service: $_____
- Line Extension Construction in Aid of Construction (CIAC): $_____

TOTAL: $_____

☐ Tree Trimming & Clearing:_____Feet Each Side of Proposed Line.

☐ Installation of Meter Socket & Downpipe/ Weather head according to FPL Specifications (see checklist on reverse side of this sheet)

☐ Install eyebolt (for FPL to attach wires to)

☐ Configuration_____Meter Socket*

*Meter enclosure must be approved for use in FPL service area. Current list of approved enclosures available upon request. Socket configurations are shown on reverse side of this form.

☐ Site Plan • Electrical Load Information/Plans.

☐ Easement for FPL Facilities/Legal Description of Property

☐ Contact FPL___days before Certificate of Occupancy concerning Application/Security Deposit for permanent service.

☐ Final City/County Electrical Inspection

☐ $_____Security Deposit ☐ is required before will billed after permanent service provided.

☐ Other_____

For overhead service, minimum attachment height is to be 12 feet above grade. For underground service, minimum cover is to be 24 inches (maximum 36 inches). FPL specifications and requirements must be adhered to and are available upon request. Upon timely completion of the above required items and agreement between you and our Representative, service may be provided approximately the week of _____or as mutually agreed upon. Changes to type service requested, failure to comply with above requirements, or delays to FPL's construction schedule may affect proposed date of service.

(Continued on Sheet No.9.761)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.761
Cancels First Revised Sheet No. 9.761

(Continued from Sheet No. 9.760)

"SERVICE LOCATION SKETCH"

INDICATE NORTH

Please sign on the line provided below, retain Part 2 (canary copy) return Part 1 (white) to FPL.

RECEIPT IS HEREBY ACKNOWLEDGED:

MAKE INQUIRIES TO:

APPLICANT DATE

TITLE (IF CORPORATION)

BY (OTHER THAN APPLICANT)

(Continued on Sheet No.9.762)

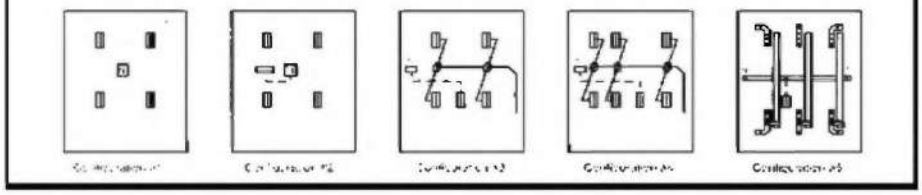
Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.762
Cancels Original Sheet No. 9.762

(Continued from Sheet No. 9.761)

SOCKET BLOCK CONFIGURATIONS



GENERAL NOTES ON SOCKET BLOCK CONFIGURATIONS

Configuration *#1 - Primarily residential applications. Limited to 200 amp **demand.** (See Note #1*)

Configuration *#2 - Modification of Configuration #1 **by** adding a 5th terminal in the 9 o'clock position. To be used with network meters. Limited **to** 200 amp **demand.** (See Note#1)

Configuration #3 - For one phase or network service requiring bypass device. Limited to 200 amp **demand.** (See Note #2)

Configuration #4 - For three phase service. Limited to 200 amp **demand.** (See Note#2)

Configuration #5 - For one or three phase service. Limited to **400** amp **demand.**

Note #1 - May be used for very small commercial applications, such as bill boards and parking lot lights.
Note #2 - All three phase and all commercial installations shall have a meter socket with the approved bypass jaw tension/release device (excluding Configuration **#5** applications and commercial applications referred to in Note #1).

METER ENCLOSURE INSTALLATION CHECKLIST (for further details, refer to FPL Electric Service Standards)

Meter enclosure is on FPL's current list of approved enclosures and is approved by FPL representative before installation. Enclosure is U/L approved with catalog number stamped on the enclosure.

Enclosure is mounted securely to wall using four mounting bosses. Enclosure is level in both the vertical and horizontal planes. Enclosure is mounted so that center of the meter is 5'0' to 6'0' above final grade. For free standing installations (such as pumps), the minimum height may be reduced to 3'0'.

Enclosure cover is in place, sealable, and free of dirt, stucco, etc. Inside is free of debris, paint, overspray, etc.

If more than one enclosure at this location, all meter cans and their covers are marked (address or unit number) with permanent marker or paint.

All lugs, if applicable, for both load and line side, have been installed by customer (FPL conductors, if any, will be connected by FPL, on top). Customer's service entrance conductors are terminated in the enclosure (bottom). Washers are installed between the nut and the lug, **not** between the lug and the block.

For 120/240 volt, 3 phase, the hi-leg (208v to ground) is connected to the right position **(not the center)** in the enclosure.

(Continued on Sheet No. 9.763)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.763
Cancels First Revised Sheet No. 9.763

(Continued from Sheet No. 9.762)

Riser Installation Checklist (For "downpipes" housing FPL #1/0 or #4/0 TPX Service Cable)

Service riser must be two (2) inches inside diameter and may be galvanized, IMC or PVC. EMT may not be used. If schedule 40 PVC is used, a portion of the riser and the first attached bend at the bottom of the riser must be encased in two (2) inches of concrete from twelve (12) inches below final grade to twelve (12) inches above final grade. Concrete encasement is not required if schedule 80 PVC is utilized for both the riser and first attached bend. Riser pipe is customer provided and installed. FPL will supply and install the bend. The customer may install the FPL provided schedule 80 bend if they desire.

With FPL approval, slight variances in customer's down pipe size may be accepted if suitable adaptable fittings are also provided by the customer, e.g. two and one-half (2 ½) inch down pipe is acceptable if an adapter to FPL two (2) inch conduit is provided.

Down pipes do not enter the center of an enclosure. Customer load wires exit on opposite side from down pipe or from the center of the enclosure. If two load conduits are used, they are kept to one side (opposite side from down pipe) of enclosure allowing space for FPL's cables.

Down pipes may extend below final grade and the attached bend must be aimed towards the source of FPL service. Centerline of the finished down pipe and bend, when aimed at the source of FPL service, will be no less than twenty-four (24) inches below final grade, and no more than thirty (30) inches below final grade. For a permanent structure such as a patio or A/C slab located at the base of the down pipe, a 24" radius, 90 degree bend must be installed by the customer (provided by FPL) and conduit must be extended twenty-four (24) inches beyond the structure (slab), is plugged at the end and is left exposed (uncovered).

Down pipes are securely strapped to the wall at two places - near the enclosure and near final grade.

FPL trench line is within six (6) inches of final grade, clear of below grade debris and other obstructions (mounds of dirt, paving, landscaping, sodding, debris, building materials, machinery, tree stumps, sprinkler systems, large rocks, etc.)

Grounding bushing installed where metallic down pipe enters enclosure through concentric or eccentric knockout.

FLORIDA POWER & LIGHT COMPANY

Nineth Revised Sheet No. 9.770
Cancels Eighth Revised Sheet No. 9.770

FLORIDA POWER & LIGHT COMPANY UTILITY EASEMENT (INDIVIDUAL)

Prepared by:
Name: _____
Street Address: _____
City, State, Zip Code: _____

Return to:
Florida Power & Light Company
_____
_____

Sec. ____, Twp ____, Rge ____
Parcel ID# _____(Required) _[Reserved for Circuit Court]

The undersigned ("Grantor(s)"), in consideration of the payment of $10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), with a mailing address of 700 Universe Blvd., Juno Beach, Florida 33408 , a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described on Exhibit "A" attached hereto and made a part hereof ("Easement Area").

Together with the right for FPL to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with utility service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent Grantor(s) has the power to grant, if at all, the rights of ingress and egress over, along, and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, Grantor(s) has/have signed and sealed this easement on _____day of _____ 20_____.

Signed, sealed and delivered in the presence of:

Grantor(s):

_____ _____
Witness Signature Grantor Signature
Witness Print Name: _____ Print Name: _____
Post Office Address:__ _____ Post Office Address: _____
_____ _____

_____ _____
Witness Signature Grantor Signature
Witness Print Name: _____ Print Name: _____
Post Office Address:__ _____ Post Office Address: _____
_____ _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20 by _____ and _____ who is/are ☐ personally known to me **OR** ☐ produced _____ as identification, and who did (did not) take an oath.

(NOTARIAL SEAL)

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 9.773
Cancels Third Revised Sheet No. 9.773

FLORIDA POWER & LIGHT COMPANY UTILITY UNDERGROUND EASEMENT (INDIVIDUAL)

Prepared by:
Name: _____
Street Address: _____
City, State, Zip Code: _____

Return to:
Florida Power & Light Company
_____
_____

Sec. _____, Twp _____, Rge _____
Parcel ID# _____ (Required) [Reserved for Circuit Court]

The undersigned ("Grantor(s)"), in consideration of the payment of $10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), with a mailing address of 700 Universe Blvd., Juno Beach, FL 33408, a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described on Exhibit "A" attached hereto and made a part hereof (Easement Area").

Together with the right for FPL to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with utility service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent Grantor(s) has the power to grant, if at all, the rights of ingress and egress over, along, and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, Grantor(s) has/have signed and sealed this easement on _____ day of _____ 20_____.

Signed, sealed and delivered in the presence of:

Grantor(s):

_____
Witness Signature
Witness Print Name: _____
Post Office Address: _____
_____

_____
Grantor Signature
Print Name: _____
Post Office Address: _____
_____

_____
Witness Signature
Witness Print Name: _____
Post Office Address: _____
_____

_____
Grantor Signature
Print Name: _____
Post Office Address: _____
_____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__ by _____ and _____ who is/are ☐ personally known to me **OR** ☐ produced _____ as identification, and who did (did not) take an oath.

(NOTARIAL SEAL)

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Sixth Revised Sheet No. 9.775
Cancels Fifth Revised Sheet No. 9.775

FLORIDA POWER & LIGHT COMPANY UTILITY EASEMENT (BUSINESS)

Prepared by:
Name: _____
Street Address: _____
City, State, Zip Code: _____

Return to:
Florida Power & Light Company
_____
_____

Sec. _____, Twp _____, Rge _____
Parcel ID# _____ (Required) [Reserved for Circuit Court]

The undersigned ("Grantor"), in consideration of the payment of $10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), with a mailing address of 700 Universe Blvd., Juno Beach, Florida 33408 a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described on Exhibit "A" attached hereto and made a part hereof ("Easement Area").

Together with the for FPL to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with utility service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent Grantor has the power to grant, if at all, the rights of ingress and egress over, along, and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, Grantor has signed and sealed this easement on _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of:

_____

Witness Signature
Print Name: _____
Post Office Address: _____

_____
Witness Signature
Print Name: _____
Post Office Address: _____

Grantor:
[Insert Name of Business Entity]

By: _____
(Grantor's Signature)

Print Name: _____
Print Title: _____
Post Office Address: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____ by _____ as _____ of _____, a _____, on behalf of the _____, ☐ who is personally known to me **OR** ☐ has produced _____ as identification, and who did (did not) take an oath.

(NOTARIAL SEAL)

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 9.778
Cancels Fourth Revised Sheet No. 9.778

FLORIDA POWER & LIGHT COMPANY UTILITY UNDERGROUND EASEMENT (BUSINESS)

Prepared by:
Name: _____
Street Address: _____
City, State, Zip Code: _____

Return to:
Florida Power & Light Company
_____
_____

Sec. _____, Twp _____, Rge _____
Parcel ID# _____ (Required) [Reserved for Circuit Court]

The undersigned ("Grantor"), in consideration of the payment of $10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), with a mailing address of 700 Universe Blvd., Juno Beach, Florida 33408, a non- exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described on Exhibit "A" attached hereto and made a part hereof ("Easement Area").

Together with the right for FPL to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with utility service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent Grantor has the power to grant, if at all, the rights of ingress and egress over, along, and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, Grantor has signed and sealed this easement on _____day of _____, 20_____.

Signed, sealed and delivered in the presence of:

_____
Witness Signature
Witness Print Name: _____
Post Office Address: _____

_____
Witness Signature
Witness Print Name: _____
Post Office Address: _____

Grantor:
[Insert Name of Business Entity]

By: _____
Print Name: _____
Print Title: _____
Post Office Address: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____ by _____ as _____ of _____, a _____, on behalf of the _____. ☐ who is personally known to me **OR** ☐ has produced _____ as identification, and who did (did not) take an oath.

(NOTARIAL SEAL)

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 9.780
Cancels Third Revised Sheet No. 9.780

FPL ACCOUNT No. _____

FPL PREMISE No. _____

MOMENTARY PARALLEL OPERATION INTERCONNECTION AGREEMENT

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

WITNESSETH:

WHEREAS, the Customer has requested that electric service requirements for the customer's load be supplied or supplemented from the Customer's generation during periods of outages of power ordinarily supplied by FPL, which condition requires the Customer's generation to operate momentarily in parallel with FPL' system to enable the Customer to transfer its load from FPL's source to the Customer's generation in order to continue the uninterrupted flow of power to the Customer's load; and

WHEREAS, a Non-Export Parallel Operator (NPO) is a generating system that runs in parallel with the Company, which is primarily intended to offset part, or all, of a Customer's existing electricity requirements, but never exports power into the Company's supply grid.

WHEREAS, FPL is willing to permit or to continue to permit such momentary parallel operation under the terms and conditions specified herein;

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

1. Attached hereto as Appendix A are FPL's guidelines to the Customer delineating momentary interconnection requirements. The Customer must comply with these guidelines; however, such compliance does not constitute FPL approval of a proposed interconnection design.

2. The Customer must submit an application for permission to momentarily parallel with FPL's system (a sample application is attached hereto as Appendix B), and thereafter obtain specific and final approval from FPL of the proposed interconnection design.

3. The Customer shall be required to pay any costs deemed by FPL to be extraordinary (when compared to the guidelines in Appendix A) and related to review and approval or disapproval of the design and construction, as well as inspection and operation, of the interconnection facilities. These costs may also include installation and operation and maintenance related to any equipment required to affect a proper interconnection, both at the location of the Customer's generation and at locations on FPL's system.

4. The design requirements of the Customer interconnection configuration and equipment shall be implemented in a manner which minimizes any potential negative impacts on FPL's customers, personnel and equipment.

5. The interconnection between FPL's system and the Customer's generation (NPO) shall be at distribution voltage levels (i.e., below 69kV). Service must be three-phase, 60 hertz at the available standard distribution voltage level(s). All service supplied by FPL shall be furnished through one metering point.

6. The Customer shall install, at the Customer's expense, a manual disconnect switch of the visible load break type (or some other disconnect mechanism mutually agreed to by the Customer and the Company) to provide a separation point between the self-contained electrical meter or the meter's current transformers and the point where the NPO connects to the Customer's system or the Customers main disconnect such that back feed from the NPO to the Company's utility system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to the Company and capable of being locked in the open position with a Company padlock. When locked and tagged in the open position by the Company, this switch will be under the control of the Company.

(Continued on Sheet No. 9.781)

(Continued from Sheet No. 9.780)

7. The Customer shall operate and maintain its interconnection facilities in a safe and reliable manner and shall immediately notify FPL in the event of any hazardous or unsafe condition(s).

8. The parallel operation time between FPL's system and the NPO shall not exceed 100 milliseconds under normal transfer operations, and not exceed 215 milliseconds during any malfunctions of a normal transfer operations.

9. The NPO shall be promptly disconnected from FPL's system upon request of FPL and automatically through the operation of protective equipment.

10. The Customer shall provide FPL an annual test (certified by a registered engineer licensed in the State of Florida) report of the overlapping transfer time. Failure to pass the annual test may result in disconnection of power and void this Agreement.

11. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, at least fifteen (15) days prior to the commencement of construction of the interconnection facilities, the Customer shall procure, or cause to be procured, a commercial general liability insurance policy, including, but not limited to, broad form contractual liability coverage and Products/Completed Operations Liability Coverage for the benefit of FPL, its parent, subsidiaries and any company of FPL Group Inc., and their respective officers, directors, employees, agents and contractors ("FPL Entities") for the term of this Agreement and for all liabilities which might arise under, or in the performance or nonperformance of, this Agreement.

12. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the policy(ies) shall be in a minimum limit of $1,000,000 per occurrence, combined single limit, for bodily injury (including death) or property damage. FPL Entities shall be designated as either named insured or an additional named insured, and the policy(ies) shall be endorsed to be primary to any insurance which may be maintained by or on behalf of FPL Entities. The Customer shall provide evidence of the minimum coverage by providing ACORD or other certificate of insurance acceptable to FPL before any work under this Agreement begins. In the event of the Customer's failure to provide evidence of minimum coverage of insurance, FPL's failure to request evidence of such shall not release the Customer from its obligation to maintain the minimum coverage specified in this Section 11. The commercial general liability insurance policy(ies) shall not be cancelled or materially altered without at least thirty (30) days advance written notice to FPL.

13. Governmental entities authorized under Florida or federal law to be self-insured, in lieu of providing evidence of adequate commercial insurance, have the option of providing to the Company evidence that the applicant has established an adequate self-insurance plan to cover the obligations of indemnification referenced herein; and shall, upon request, provide such other information as the Company may deem necessary and relevant. The self-insurance plan shall not be cancelled or materially altered without at least thirty (30) days advance written notice to FPL.

14. In addition to the minimum coverage outlined above, the various commercial general liability insurance policies are subject to FPL's approval and, upon request, the Customer shall make certified copies of these various general liability insurance policies, and/or information regarding the self-insurance plan, available for inspection by FPL's Risk Management Department within fifteen (15) days of a request therefore. Any inspection of such plans or policies shall not obligate FPL to advise the Customer of any deficiencies in such plans or policies, and such inspection shall not relieve the Customer from, or be deemed a waiver of, FPL's right to insist on strict fulfillment of the Customer's obligations hereunder.

IN WITNESS WHEREOF, the Customer and FPL have executed this Agreement this_____day of _____, 20____.

Witness for the Customer

CUSTOMER

By_____

Title_____

Witness for FPL:

FLORIDA POWER & LIGHT COMPANY

By_____

Title _____

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No.9.800
Cancels Fourth Revised Sheet No. 9.800

FPL ACCOUNT No _____

FPL PREMISE No. _____

INTERCONNECTION AGREEMENT

FOR QUALIFYINGFACILITIES

Florida Power & Light Company (hereinafter called "FPL") agrees to interconnect with _____ a Qualifying Facility or, as appropriate, a Qualifying Facility that is a Distributed Resource as referenced in the Institute of Electrical and Electronics Engineers ("IEEE") Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems (hereinafter called the "the QF"), subject to the following provisions:

1. **Facility.**

The QF's generating facility (hereinafter called the "Facility"), is to be or is located at _____ _____, within FPL's service area. The QF intends to have the Facility installed and operational on or about _____, 20_____. The QF shall provide FPL a minimum of 30 days prior written notice of the Facility's initial generating operation, and it shall cooperate with FPL to arrange initial deliveries of power to FPL's system.

The Facility has been or will be certified or self-certified as a "qualifying facility" pursuant to the rules and regulations of the Florida Public Service Commission ("FPSC") or the Federal Energy Regulatory Commission ("FERC"). The QF shall maintain the qualifying status of the Facility throughout the term of this Agreement.

2. **Construction Activities.**

The QF shall provide FPL with written instructions to proceed with construction of the interconnection facilities as described in this Agreement at least 24 months prior to the date on which the interconnection facilities shall be completed. FPL agrees to complete the interconnection facilities as described in this Agreement within 24 months of receipt of written instructions from the QF agreeing to the proposed designation and authorizing FPL to proceed with detailed engineering.

Within sixty days of FPL's receipt of the QF's final electrical plans pursuant to FPSC Rule 25-17.087(4), and written instructions to commence construction, FPL shall provide to the QF a written cost estimate of all required materials and labor, and an estimate of the date by which construction of the interconnection will be completed.

Upon the parties' agreement as to the appropriate interconnection design requirements and FPL's receipt of written instructions delivered by the QF authorizing FPL to proceed with detailed engineering, FPL shall engineer and perform or cause to be performed all of the work necessary to interconnect the Facility with the FPL system.

The QF agrees to pay FPL all expenses incurred by FPL regarding the procurement, design, construction, operation, supervision, overhead, maintenance and replacement of the interconnection facilities necessary for integration of the Facility into FPL's electrical system, including (as appropriate) necessary internal improvements to the FPL transmission system; to the extent that any such transmission improvements affect the Adjustment to Capacity Payment as described in Rate ScheduleQS-2, then appropriate adjustments will be made to the capacity payment. Such interconnection costs shall not include any costs which FPL

(Continued on Sheet No. 9.801)

(Continued from Sheet No.9.800)

would otherwise incur if it were not engaged in interconnected operations with the QF, but instead simply provided the electric power requirements of the Facility with electricity either generated by FPL or purchased from another source.

The QF agrees to pay the costs for complete interconnection work ( ) within 30 days after FPL notifies the QF that such interconnection work has been completed, and to provide, concurrently with the liability insurance mandated by Section 10, a surety bond, letter of credit or comparable assurance of payment adequate to cover the interconnection cost estimates set forth on Exhibit A, or ( ) to pay monthly invoices from FPL for actual costs progressively incurred in installing the interconnection facilities, or ( ) based upon a demonstration of credit worthiness acceptable to FPL_____in (up to 36) monthly installments, plus interest on the outstanding balance calculated at the 30-day highest grade commercial paper rate in effect 30 days prior to the date each payment is due, with the first such installment payment being due 30 days after FPL notifies the QF that interconnection work has been completed.

In the event that the QF notifies FPL in writing to cease interconnection work before its completion, the QF shall be obligated to reimburse FPL for the interconnection costs incurred up to the date such notification is received.

3. **Cost Estimates.**

Attached hereto as Exhibit A is a document entitled "QF Interconnection Cost Estimates". The parties agree that the cost of the interconnection work contained therein is a good faith estimate of the actual cost to be incurred.

4. **Technical Requirements and Operations.**

The parties agree that the QF's interconnection with, and delivery of electricity into, the FPL system must be accomplished in accordance with the provisions of FPSC Rule 25-17.087. FPSC Rule 25-17.087 is attached hereto as Exhibit B and made a part of this Agreement. Additionally, the parties agree that for QFs that are Distributed Resources as provided in FPSC Order No. PSC-06-0707-PAA-EI, Issued August 18, 2006 in Docket No. 060410-EI, the QF's interconnection with the FPL system must be accomplished in accordance with the provisions of the IEEE Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems, as applicable, that are in effect at the time of construction.

The QF agrees to require that the Facility operator immediately notify FPL's system dispatcher by telephone in the event hazardous or unsafe conditions associated with the parties' parallel operations are discovered. If such conditions are detected by FPL, then FPL will likewise immediately contact the operator of the Facility by telephone. Each party agrees to immediately take whatever appropriate corrective action is necessary to correct the hazardous or unsafe conditions.

5. **Interconnection Facilities.**

The interconnection facilities shall include the items listed in the document entitled "Interconnection Facilities", which is attached hereto as Exhibit C and hereby made an integral part of this Agreement.

Interconnection facilities on FPL's side of the ownership line with the QF shall be owned, operated, maintained and repaired by FPL. The QF shall be responsible for the cost of designing, installing, operating and maintaining the interconnection facilities on the QF's side of the ownership line as indicated as Exhibit C. The QF shall be responsible for establishing and maintaining controlled access by third parties to the interconnection facilities. FPL metering equipment required to be located on the QF's side of the ownership line shall be owned operated, maintained, tested, repaired and replaced by FPL.

(Continued on Sheet No. 9.802)

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No.9.802
Cancels Third Revised Sheet No.9.802

(Continued from Sheet No. 9.801)

6. Maintenance and Repair Payment.

FPL will separately invoice the QF monthly for all costs associated with the operation, maintenance and repair of the interconnection facilities. The QF elects to pay for such work on a ( ) actual cost or ( ) on a percentage basis, as set forth in Rate Schedules COG-1 and QS-2. The QF agrees to pay FPL within 20 days of receipt of each such invoice.

7. Site Access.

In order to help ensure the continuous, safe, reliable and compatible operation of the Facility with the FPL system, the QF hereby grants to FPL, for the period of interconnection, the reasonable right of ingress and egress, consistent with the safe operation of the Facility, over property owned or controlled by the QF to the extent that FPL deems such ingress and egress necessary in order to examine, test, calibrate, coordinate, operate, maintain or repair any interconnection equipment involved in the parallel operation of the Facility and FPL's system, including FPL's metering equipment.

8. Construction Responsibility.

In no event shall any FPL statement, representation, or lack thereof, either express or implied, relieve the QF of its exclusive responsibility for the Facility. Specifically, any FPL inspection of the Facility shall not be construed as confirming or endorsing the Facility's design or its operating or maintenance procedures, or as a warranty or guarantee as to the safety, reliability, or durability of the Facility's equipment. FPL's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any Facility equipment or procedure.

9. Indemnification.

FPL and the QF shall each be responsible for its own facilities. FPL and the QF shall each be responsible for ensuring adequate safeguards for other FPL customers, FPL and the QF personnel and equipment, and for the protection of its own generating system. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, FPL and the QF shall each indemnify and save the other and the other's officers, directors, employees, agents and contractors (hereinafter called, respectively, "FPL Entities" and "QF Entities") harmless from any and all claims, demands, costs, or expense for loss, damage or injury to persons or property of the other caused by, arising out of, or resulting from:

(a) Any act or omission by a party of that party's contractors, agents, servants and employees in connection with the installation or operation of that party's generation system or the operation thereof in connection with the other party's system;

(b) Any defect in, failure of, or fault related to, a party's generation system;

(c) The negligence of a party or negligence of that party's Entities (as above defined); or

(d) Any other event or act which is the result of, or proximately caused by, that party's Entities.

(Continued on Sheet No. 9.803)

(Continued from Sheet No. 9.802)

10. Insurance

Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the QF shall procure or cause to be procured a policy or policies of liability insurance issued by an insurer or insurers satisfactory to FPL on a standard "Insurance Services Office" commercial general liability form. Governmental entities authorized under Florida or federal law to be self-insured, in lieu of providing evidence of commercial insurance, have the option of providing to the Company evidence that the applicant has established an adequate self-insurance plan to cover any obligations of indemnification; and/or such other information as the Company may deem necessary and relevant. A certificate of insurance shall be delivered to FPL at least fifteen calendar days prior to the start of any interconnection field work. At a minimum, the QF's policy(ies) or self-insurance plan, if applicable, shall contain: (i) an endorsement providing coverage including, but not limited to, products liability/completed operations coverage for the term of this Agreement; and (ii) a broad form contractual liability endorsement covering liabilities which might arise under, or in the performance or nonperformance of, this Contract and the Parties' (interconnection) (transmission service) agreement dated _____, or caused by operation of any of the QF's equipment or by the QF's failure to maintain the QF's equipment in satisfactory and safe operating condition. Effective at least fifteen calendar days prior to the synchronization of the Facility with FPL's system, the policy(ies) or self-insurance plan, if applicable, shall be amended to include coverage for interruption or curtailment of power supply in accordance with industry standards.

Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the QF's policy(ies) or self-insurance plan, if applicable, shall have a minimum limit of $1,000,000 per occurrence, combined single limit, for bodily injury (including death) or property damage. A higher limit of QF insurance may be provided if the QF deems it necessary. Any premium assessment or deductible shall be for the account of the QF and not FPL Entities.

In the event that the policy(ies) is (are) on a "claims made" basis, the retroactive date of the policy(ies) shall be the effective date of this Agreement or such other date as to protect the interests of FPL Entities and QF Entities. Furthermore, if the policy(ies) is (are) on a "claims made" basis, the QF's duty to provide insurance coverage shall survive the termination of this Agreement until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort; if coverage is on an "occurrence" basis, such insurance shall be maintained by the QF during the entire period of interconnection and performance by the parties under this Agreement. The QF's policy(ies) or self-insurance plan, if applicable, shall not be cancelled or materially altered without at least thirty calendar days written notice to FPL. Coverage must be reasonably acceptable to FPL.

The QF shall provide to FPL evidence of the QF's liability insurance coverage and the standard insurance industry form (ACORD) without modification. A copy of the QF's policy(ies) or self-insurance plan, if applicable, shall be made available for inspection by FPL at the QF's offices upon reasonable advance notification.

FPL Entities shall be designated as an additional named insured under all QF policy(ies), including any policy(ies) obtained at the election of the QF as envisioned above.

In addition to the minimum coverage outlined above, the various commercial general liability insurance policies are subject to FPL's approval and, upon request, the Customer shall make certified copies of these various general liability insurance policies, and/or information regarding the self-insurance plan, available for inspection by FPL's Risk Management Department within fifteen (15) days of a request therefore. Any inspection of such plans or policies shall not obligate FPL to advise the Customer of any deficiencies in such plans or policies, and such inspection shall not relieve the Customer from, or be deemed a waiver of, FPL's right to insist on strict fulfillment of the Customer's obligations hereunder.

11. Taxation

In the event that FPL becomes liable, after the execution of this Agreement, for additional taxes, including interest and/or penalties, as a result of failing any of the tests in Internal Revenue Service (IRS) Notice 2016-36, 2016-25 IRB 1029 (identified through an IRS audit or otherwise), thus causing the QF's payment for the interconnection facilities to be taxable income for federal and/or state income tax purposes, FPL may bill the QF monthly for such additional costs, including taxes, interest and/or penalties, or may offset them against amounts due the QF under any FPL/QF power purchase agreement. These costs would be calculated so as to place FPL in the same economic position in which it would have been if the payment for interconnection facilities had not been deemed to be taxable income. If FPL decides to appeal the IRS' determination, the decision as to whether the appeal should be made through the administrative or judicial process or both, and all subsequent decisions pertaining to the appeal (both substantive and procedural), shall rest exclusively with FPL.

(Continued on Sheet No. 9.804)

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 9.804
Cancels Third Revised Sheet No. 9.804

(Continued from Sheet No. 9.803)

In the event that IRS Notice 2016-36 is modified, clarified, explained or changed in any manner, all recognized IRS authority on this issue shall be used to determine whether any additional costs are due under this Section.

12. **Electric Service to the QF.**

FPL will provide the class or classes of electric service requested by the QF, to the extent that they are consistent with applicable tariffs.

13. **Notification.**

All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified mail to the individuals designated below. The parties designate the following to be notified or to whom payment shall be sent until such time as either party furnishes the other party written instructions to contact another individual:

For the QF:_____

_____

_____ Phone: _____

_____

For FPL: _____

_____

_____ Phone: _____

_____

IN WITNESS WHEREOF, the QF and FPL executed this Agreement this_____day of_____, 20_____.

WITNESS: FLORIDA POWER & LIGHT COMPANY (FPL)

_____ _____

Date:_____

WITNESS: _____(QF)

_____ _____

Date:_____

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

OPTIONAL RESIDENTIAL SMART PANEL EQUIPMENT AGREEMENT

This Optional Residential Smart Panel Equipment Agreement ("Agreement") is made and entered into this_____day of _____, 20 by and between_____(the "Customer"), having a primary residence located at _____(the "Residential Property") and Florida Power& Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (the "Company") (each a "Party" and collectively the "Parties"). The Service provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff as approved or subsequently revised by the FPSC and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff").

WHEREAS, the Customer hereby applies to Company to receive smart electrical panel energy management service (the "Service") at the Residential Property.

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. Effective Date. This Agreement shall become effective upon the acceptance hereof by Company("Effective Date"),evidenced by the signature of Company's authorized representative appearing below.

2. Term of Agreement. The term of this Agreement (the "Term") will commence on the Effective Date and will continue for five (5) years following the date on which the Company gives notice that the Equipment is ready for operation (the "Residential Operation Date").

3. Scope of Services. Company will design, procure, install (as further elected below), own, operate, and provide maintenance to the smart electrical panel and related equipment ("Equipment") to furnish the Service which includes receiving and analyzing data and testing Company's load control and energy management capabilities (including controlling end-use appliance circuits connected to the Equipment). The Company reserves the right to control, remotely and/or directly, the Equipment and any end- use appliance circuits connected to such Equipment at the Residential Property. Customer shall maintain all electrical appliances connected to the Equipment in good working condition, including performing any necessary replacements or repairs thereto for the duration of the Term. Customer shall allow Company to establish connectivity with the Equipment using Customer's internet service provider as either a primary or back-up means of communication. In such cases, either a Wi- Fi connection to Customer's router or a hardwired Ethernet connection shall be facilitated by the Customer. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer. Customer hereby grants to Company and its designees the right to access and use data and information from the Equipment, including the right to own any derivative works created using such data. Customer shall reasonably cooperate with Company to achieve the purposes of this Agreement.

   The Parties acknowledge and agree that no payments are due from Customer to Company in connection with the Company's performance of the Service and Customer's use of the Equipment hereunder in exchange for the Company's ability to perform the Services. In addition, within a reasonable period of time after the Residential Operation Date, Customer shall receive a one- time credit on its electric bill with Company for one hundred dollars ($100.00).

4. Equipment; Maintenance; Access. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. The Customer shall not move, modify, remove, adjust, alter or change in any material way the Equipment, except in the event of an emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. Customer hereby grants Company access rights on the Residential Property sufficient to allow Company to perform the Services under this Agreement.

   Company shall, or through its subcontractors, be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permit.

(Continued on Sheet No. 9.807)

First Revised Sheet No. 9.807

FLORIDA POWER & LIGHT COMPANY

Cancels Original Sheet No.9.807

(Continued from Sheet No. 9.806)

5. Title and Risk of Loss. Customer acknowledges and agrees that (i) the Equipment is personal property, will be removable and will not be a fixture or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. Title shall only transfer to the Customer at the end of the original Term (or upon any earlier termination if the Company elects to not remove the Equipment). Customer shall keep the Equipment free from any liens by third parties and shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.

   Customer shall bear all risk of loss or damage of any kind with respect to all or any part of the Equipment located at the Residential Property to the extent such loss or damage is caused by weather or the actions, negligence, willful misconduct or gross negligence of Customer, its contractors, agents, invitees and/or guests or any other damage which is required to be covered by insurance (collectively a "Customer Casualty"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company. In the event the Equipment is damaged and is not a Customer Casualty, the Company will (i) repair or replace the Equipment at Company's cost, or (ii) terminate this Agreement for its convenience upon written notice to Customer.

6. Expiration or Termination of Agreement. Customer has the right to terminate this Agreement for its convenience upon written notice to Company on at least thirty (30) days prior notice. Upon any such termination prior to the second (2^{nd}) anniversary of the Residential Operation Date, Customer shall be responsible to pay a termination fee in an amount equal to the cost to uninstall and remove the Equipment (collectively, the "Early Termination Cost"). Upon any such termination on or after the second anniversary of the Residential Operation Date, Customer shall elect to pay either (i) a termination fee in an amount equal to the Early Termination Cost or (ii) the remaining net book value of the Equipment to purchase the Equipment. Except in the case Customer elects option (ii) above, Company has the right, but not the obligation, to remove the Equipment. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer on at least thirty (30) days prior notice or as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon such termination, the Company may elect to remove the Equipment or leave the Equipment and transfer title to the Customer at no charge.

7. Warranty. Customer acknowledges and agrees that Company has not made any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the Company's obligations, Services and/or the Equipment. Customer acknowledges that there is no warranty implied by law, including the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and the implied warranty of custom or usage.

8. Customer Representations and Warranties. The Customer represents and warrants that (i) the placing of the Equipment at the Residential Property and Customer's performance of this Agreement will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (ii) all information provided by the Customer related to the Residential Property is accurate and complete; (iii) Customer has good and unencumbered title to the Residential Property either free and clear of any liens, mortgages or other encumbrances, or if any lien, mortgage or other encumbrance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment; and (iv) Customer lives at the Residential Property and the Residential Property is a single-family home with premise conditions acceptable to Company (in its sole discretion).

9. Limitations of Liability; Indemnity. Customer acknowledges and agrees that the Company will use reasonable diligence to furnish a regular and uninterrupted supply of electric service at the agreed nominal voltage. Customer agrees Company shall not be liable to the Customer or any other person for complete or partial interruptions of service, fluctuations in voltage, or curtailment of service that may occur as a result of a variety of events and circumstances, including, without limitation: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; (e) events of an emergency or as necessary to maintain the safety and integrity of the Company's facilities; or (f) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure. In any such case, the Company will not be liable for damages, including, but not limited to, loss of revenues or production.

   Neither Company nor Customer shall be liable to the other for consequential, special, exemplary, indirect or incidental losses or punitive damages under the Agreement, including loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, and Company and Customer each hereby release the other from any such liability; provided, that the Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

(Continued on Sheet No. 9.808)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

(Continued from Sheet No. 9.807)

10. Insurance. At any time that the Company is performing Services under this Agreement at the Residential Property, the Company shall maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance. During and throughout the Term of this Agreement, the Customer shall maintain a homeowner's property insurance policy with minimum limits equal to the value of the Residential Property and homeowner's liability insurance policy with minimum limits of Three Hundred Thousand ($300,000.00) Dollars.

11. Assignment. The Customer may not assign this Agreement without the consent of the Company. A sale of the Residential Property shall be treated as an early termination by Customer unless Company agrees in writing to an assignment of this Agreement to the purchase of the Residential Property.

12. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be subject to and governed by the laws of the State of Florida, exclusive of conflicts of laws provisions. The Parties agree that any action or proceeding arising out of or related to this Agreement shall be brought in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

13. Notices. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested, or sent via overnight courier to such Party's address as set forth above.

14. Miscellaneous. Any waiver granted by a Party shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future. No modification, waiver or amendment of this Agreement shall be binding unless signed in writing by both Parties. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. If any provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

Customer	Florida Power & Light Company
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Date: _____	Title: _____
	Date: _____

RESIDENTIAL OPTIONAL SUPPLEMENTAL POWER SERVICES AGREEMENT

THIS Residential Optional Supplemental Power Services Agreement ("Agreement") is made and entered into this_____day of_____, 20_____by and between_____, having a primary residence located at _____(hereafter, the "Customer") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (hereafter "Company")(each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to the Optional Supplemental Power Services Rider, Rate Schedule OSP-1, as approved or subsequently revised by the FPSC (hereafter the "Rider") and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a Statement of Work ("SOW"), for the purpose of providing an alternative source of power supply and/or power conditioning service in the event Customer's normal electric supply is disrupted (hereafter the "Service") at the Customer residential property located at_____(hereafter the "Residential Property")

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date**. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.

2. **Term of Agreement**. The term of this Agreement will commence on the Effective Date and will continue for years following the Residential Operation Date as defined in Section 4(a) below (the "Term").

3. **Scope of Services**. Company will design, procure, install, own, operate, and provide maintenance to all alternative sources of power supply and/or power conditioning equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer.

4. **Design and Installation**. Company will design, procure, and install the Equipment pursuant to the requirements of the SOW.

   (a) Residential Operation. Upon completion of the installation of the applicable Equipment in accordance with the requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for operation, with the date of such notice being the "Residential Operation Date".

   (b) Commencement of Monthly Service Payment Upon Residential Operation Date. Customer's obligation to pay the applicable Customer's monthly Service payment, plus applicable taxes due from Customer pursuant to Section 6 (Customer Payments), shall begin on the Residential Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.

Equipment Maintenance; Alterations. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under Section 12(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not manually operate or test Equipment, move, modify, remove, adjust, alter or change in any material way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

(Continued on Sheet No. 9.812)

(Continued from Sheet No. 9.811)

5. **Customer Payments**.

   (a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Applicable taxes will also be included in or added to the Monthly Service Payment. In the event that Company agrees to a Customer's request to connect Equipment on the Company's side of the billing meter, energy provided by such Equipment will be billed under the Customer's otherwise applicable general service rate schedule.

   (b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of $5.00 or 1.5% applied to any past due unpaid balance of all accounts. Further if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.

6. **Customer Credit Requirements**. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tariff for the surety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 13(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.

7. **Right of Access**. Customer hereby grants Company an access easement on the Residential Property sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Residential Property to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access").

8. **Company Operation and Testing of Equipment**. The Company shall have the exclusive right to manually and/or remotely operate the Equipment, and, except as expressly provided in the SOW, has the right to manually and/or remotely operate the Equipment at all times it deems appropriate, including, but not limited to, for the purpose of testing the Equipment to verify that it will operate within required parameters.

9. **Customer Responsibilities**. Except for an agreed upon Change (as defined in the SOW), the Customer shall not modify its electrical system at the Residential Property in a manner that exceeds the capacity of the Equipment. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Residential Property. The Customer shall be obligated, at its sole expense, to keep the Residential Property free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to Section 9, or (iii) cause damage to the Equipment.

(Continue on Sheet No. 9.813)

(Continued from Sheet No. 9.812)

10. **Permits and Regulatory Requirements**. Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permit.

11. **Title and Risk of Loss**.

(a) Title. The Customer agrees that Equipment installed at the Residential Property is and will remain the sole property of Company unless and until such time as the Customer exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 12(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Residential Property and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Residential Property.

(b) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.

(c) Risk of Loss to Equipment (Customer Responsibility). **CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE RESIDENTIAL PROPERTY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 18(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY A "CUSTOMER CASUALTY")**. Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.

(d) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(Continue on Sheet No. 9.814)

(Continued from Sheet No. 9.813)

12. **Expiration or Termination of Agreement**.

(a) **Early Termination for Convenience by Customer**. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-hundred eighty (180) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 7 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company. Company retains the right to invoice Customer based upon actual salvage value within one-hundred eighty (180) days of the date of Company's removal of Equipment.

(b) **Early Termination by Company for Convenience or by Company Due to Change in Law**. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least one-hundred eighty (180) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 13(b), Customer must choose to either: (i) Purchase the Equipment upon payment of (A) a transfer price mutually agreeable to Company and Customer, plus (B) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (C) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (D) any unrecovered maintenance costs expended by Company prior to the effective date of termination, minus (E) any cash security held by the Company under this Agreement; or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.

(c) **Early Termination of Agreement for Cause**. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within five (5) business days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer;

(Continue on Sheet No. 9.815)

(Continued from Sheet No. 9.814)

(iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 20, Customer sells, transfers or otherwise disposes of the Residential Property; (v) Customer enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors; (vi) any representation or warranty made by Customer or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (vii) Customer removes or allows a third party to remove, any portion of the Equipment from the Residential Property.

i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Residential Property (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

ii. Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to Section 13(e), or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(d) **Expiration of Agreement**. At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer, (ii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) plus applicable taxes, plus any outstanding Monthly Service Payments and applicable taxes, for Service provided to Customer prior to the expiration of the Term, or (iii) to request that Company remove the Equipment and for Customer to pay Company the Termination Fee. In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month basis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date Customer provides written notice to Company to change its election to option (iii) above.

(e) **Customer Purchase Option**. Pursuant to a purchase option under Section 13(c), Section 13(d), or Section 20, the Customer may elect to purchase and take title to the Equipment upon payment of (i) the greater of (A) Company's unrecovered capital cost of the Equipment, or (B) the mutually agreed upon fair market value of the Equipment, plus

(Continue on Sheet No. 9.816)

(Continued from Sheet No. 9.815)

(ii) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (iii) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (iv) any unrecovered maintenance costs expended by Company prior to the effective date of termination, minus (v) any cash security held by the Company under this Agreement. Company will invoice Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and payable by Customer within thirty (30) days of the date of such invoice. If Customer and Company cannot reach agreement as to the fair market value of the Equipment within thirty (30) days of Customer's election of the purchase option, then such purchase option will expire and Customer must proceed subject to and pay the Termination Fee pursuant to Section 13(a).

13. **Warranty and Representations**.

(a) Company's Disclaimer of Express and/or Implied Warranties. **CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANT ABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE RESIDENTIAL PROPERTY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.**

(b) Customer Representations and Warranties. The Customer represents and warrants that (i) the Residential Property at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Residential Property will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Residential Property is accurate and complete; and (iv) Customer holds sole and exclusive title to the Residential Property or has the sole and exclusive right of possession of the Residential Property for the Term.

14. **LIMITATIONS OF LIABILITY.**

(a) **IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.**

(b) **SUBJECT TO SECTION 15(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.**

(Continue on Sheet No. 9.817)

(Continued from Sheet No. 9.816)

(c) **THE LIMITATIONS OF LIABILITY UNDER SECTION 15(a) AND SECTION 15(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c). Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 15.**

Agreed and accepted by Customer:_____(Initials)

15. **Force Majeure**. An event of Force Majeure shall have the meaning as set forth in Technical Terms and Abbreviations of the Company Tariff. If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 15 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.

16. **Confidentiality**. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by Company or otherwise, which is disclosed to Customer. Confidential Information shall not be used for any purpose other than for purposes of this Agreement and shall not be disclosed without the prior written consent of Company.

17. **Insurance and Indemnity**.

    (a) Insurance to Be Maintained by the Company. At any time that the Company is performing Services under this Agreement at the Customer Residential Property, the Company shall, maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance.

    (b) Insurance to Be Maintained by the Customer. During and throughout the Term of this Agreement and until all amounts payable to the Company pursuant to this Agreement are paid in full, the Customer shall maintain a homeowners property insurance policy with minimum limits equal to the value of the Residential Property and homeowners liability insurance policy with minimum limits of Three Hundred Thousand ($300,000.00) Dollars.

    (c) Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

18. **Non-Waiver**. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

(Continue on Sheet No. 9.818)

(Continued from Sheet No. 9.817)

19. **Assignment**. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(c) or this Agreement may be assigned by the Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and Company. This Agreement is free of any restrictions that would prevent the Customer from freely transferring the Residential Property. Company will not prohibit the sale, conveyance or refinancing of the Residential Property. Company may choose to file in the real estate records one or more precautionary UCC financing statements or fixture filings (collectively "Fixture Filing") that preserves their rights in the Equipment. The Fixture Filing is intended only to give notice of its rights relating to the Equipment and is not a lien or encumbrance against the Residential Property. Company shall explain the Fixture Filing to any subsequent purchasers of the Residential Property and any related lenders as requested. Company shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Residential Property.

20. **Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial**. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

21. **Modification**. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

22. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(Continue on Sheet No. 9.819)

(Continued from Sheet No. 9.818)

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

24. **Notices**. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement and with respect to Company, sent to the attention of_____. Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

25. **Further Assurances**. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

26. **Entire Agreement**. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

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

Customer

By: _____
(Signature)

_____
(Print or Type Name)

Date: _____

Florida Power & Light Company

By: _____
(Signature of Authorized Representative)

_____
(Print or Type Name)

Title: _____

Date: _____

Customer

By: _____
(Signature)

_____
(Print or Type Name)

Date: _____

NON-RESIDENTIAL OPTIONAL SUPPLEMENTAL POWER SERVICES AGREEMENT

THIS Non-Residential Optional Supplemental Power Services Agreement ("Agreement") is made and entered into this _____day of_____, 20__by and between_____, a_____, having its principal office at_____(hereafter, the "Customer") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (hereafter "Company") (each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to, the Optional Supplemental Power Services Rider, Rate Schedule OSP-1, as approved or subsequently revised by the FPSC (hereafter the "Rider") and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a Statement of Work ("SOW") for the purpose of providing an alternative source of power supply and/or power conditioning service in the event Customer's normal electric supply is disrupted (hereafter the "Service"), at the Customer facility located at_____(hereafter the "Facility").

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date**. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.

2. **Term of Agreement**. The term of this Agreement will commence on the Effective Date and will continue for _____years following the Commercial Operation Date as defined in Section 4(a) below (the "Term").

3. **Scope of Services**. Company will design, procure, install, own, operate and provide maintenance to all alternative sources of power supply and/or power conditioning equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Facility, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer.

4. **Design and Installation**. Company will design, procure, and install the Equipment pursuant to the requirements of the SOW.

   (a) Commercial Operation. Upon completion of the installation of the applicable Equipment in accordance with the requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for commercial operation, with the date of such notice being the "Commercial Operation Date".

   (b) Commencement of Monthly Service Payment Upon Commercial Operation Date. Customer's obligation to pay the applicable Customer's monthly Service payment, plus applicable fuel charges and taxes due from Customer pursuant to Section 6 (Customer Payments), shall begin on the Commercial Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.

5. **Equipment Maintenance; Alterations**. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under

(Continue on Sheet No. 9.821)

(Continued from Sheet No. 9.820)

Section 12(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not manually operate or test Equipment, move, modify, remove, adjust, alter or change in any material way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

6. **Customer Payments**.

(a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Any monthly fuel charges specified in the SOW will be in addition to the Monthly Service Payment. Monthly fuel charges, if applicable, will be recalculated annually by Company in accordance with the Rider, and such recalculated monthly fuel charges shall be effective upon written notice to Customer. Applicable taxes will also be included in or added to the Monthly Service Payment and any fuel charges. In the event that Company agrees to a Customer's request to connect Equipment on the Company's side of the billing meter, energy provided by such Equipment will be billed under the Customer's otherwise applicable general service rate schedule.

(b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of $5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law. Further if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.

7. **Customer Credit Requirements**. At the discretion of the Company and subject to the confidentiality obligations set forth in this Agreement, Company may request and Customer shall provide Company with the most recent financial statements of each of the Customer and/or its parent company and with such other documents, instruments, agreements and other writings to determine the creditworthiness of Customer. The Company may also use debt ratings provided by the major credit rating agencies or consult other credit rating services to determine Customer creditworthiness. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tariff for the surety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 13(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.

(Continue on Sheet No. 9.822)

(Continued from Sheet No. 9.821)

8. **Grant of Easement to Company**. Customer hereby grants Company an access easement to the Facility sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Facility to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access"). Upon execution of this Agreement and the Parties agreement to the Equipment location, Company shall obtain a legal description of the necessary Access locations and provide Customer with an applicable easement form for Customer's approval and signature. The Customer must also obtain and provide mortgage subordinations, as necessary to protect the Company's right of Access. Upon receiving the signed easement form and any associated mortgage subordinations, the Company shall record Company's easement rights in the public records of the County where the Facility is located. All such costs related thereto shall be the included as part of calculating the Customer's Monthly Service Payment. Failure to provide the above requested documents in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Customer agrees that it will not interfere with Company's right of access to the Facility as reasonably necessary for (i) Company's laydown and installation of the Equipment, (ii) Company's maintenance and/or removal of Equipment, and (iii) Company's performance of the Service.

9. **Company Operation and Testing of Equipment**. The Company shall have the exclusive right to manually and/or remotely operate the Equipment, and, except as expressly provided in the SOW, has the right to manually and/or remotely operate the Equipment at all times it deems appropriate, including, but not limited to, for the purpose of testing the Equipment to verify that it will operate within required parameters.

10. **Customer Responsibilities**. Except for an agreed upon Change (as defined in the SOW), the Customer shall not modify its electrical system at the Facility in a manner that exceeds the capacity of the Equipment. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Facility. The Customer shall be obligated, at its sole expense, to keep the Facility free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to Section 9, or (iii) cause damage to the Equipment.

11. **Permits and Regulatory Requirements**. Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permits.

12. **Title and Risk of Loss**.

Title. The Customer agrees that Equipment installed at the Facility is and will remain the sole property of Company unless and until such time as the Customer exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 12(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Facility and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions, as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Facility.

(Continue on Sheet No. 9.823)

(Continued from Sheet No. 9.822)

(a) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Facility.

(b) Risk of Loss to Equipment (Customer Responsibility). **CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE FACILITY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS EMPLOYEES, CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 18(b) OR UNDER ANY OTHERAVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY, A "CUSTOMER CASUALTY").** Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.

(c) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

13. **Expiration or Termination of Agreement**.

(a) **Early Termination for Convenience by Customer**. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-hundred eighty (180) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 7 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company. Company retains the right to invoice Customer based upon actual salvage value within one-hundred eighty (180) days of the date of the Company's removal of Equipment.

(Continue on Sheet No. 9.824)

(Continued from Sheet No. 9.823)

(b) **Early Termination by Company for Convenience or by Company Due to Change in Law**. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least one-hundred eighty (180) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 13(b), Customer must choose to either: (i) Purchase the Equipment upon payment of (A) a transfer price mutually agreeable to Company and Customer, plus (B) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (C) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (D) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, minus (E) any cash security held by the Company under this Agreement; or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.

(c) **Early Termination of Agreement for Cause**. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within five (5) business days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 20, Customer sells, transfers or otherwise disposes of the Facility; (v) Customer or any guarantor of Customer's obligations or liabilities hereunder ("Guarantor") sells, transfers or otherwise dispose of all or substantially all of its assets; (vi) Customer or Guarantor enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors; (vii) any representation or warranty made by Customer or Guarantor or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (viii) Customer removes or allows a third party to remove, any portion of the Equipment from the Facility.

i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Facility (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

(Continue on Sheet No. 9.825)

(Continued from Sheet No. 9.824)

ii. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Facility (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

iii. Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to Section 13(e), or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(d) **Expiration of Agreement**. At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer, (ii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) plus applicable taxes, plus any outstanding Monthly Service Payments, fuel charges and applicable taxes, for Service provided to Customer prior to the expiration of the Term, or (iii) to request that Company remove the Equipment and for Customer to pay Company the Termination Fee. In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month basis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date Customer provides written notice to Company to change its election to option (iii) above.

(e) **Customer Purchase Option**. Pursuant to a purchase option under Section 13(c), Section 13(d), or Section 20, the Customer may elect to purchase and take title to the Equipment upon payment of (i) the greater of (A) Company's unrecovered capital cost of the Equipment, or (B) the mutually agreed upon fair market value of the Equipment, plus (ii) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (iii) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (iv) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination; minus (v) any cash security held by the Company under this Agreement. Company will invoice Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and payable by Customer within thirty (30) days of the date of such invoice. If Customer and Company cannot reach agreement as to the fair market value of the Equipment within thirty (30) days of Customer's election of the purchase option, then such purchase option will expire and Customer must proceed subject to and pay the Termination Fee pursuant to Section 13(a).

(Continue on Sheet No. 9.826)

(Continued from Sheet No. 9.825)

(f) **Termination of Easements**. Following expiration or termination of this Agreement and satisfaction of all Customer obligations under this Section 13, Company shall provide Customer with a release of Easements in a form mutually agreed upon between the Parties.

14. **Warranty and Representations**.

(a) Company's Disclaimer of Express and/or Implied Warranties. **CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE FACILITY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.**

(b) Customer Representations and Warranties. The Customer represents and warrants that (i) the Facility at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Facility will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Facility is accurate and complete; (iv) Customer holds title to the real property on which the Facility is located or has the right of possession of the real property on which the Facility is located for the Term; and (v) Customer has the right to grant Company easement rights related to the real property on which the Facility is located, or has the right to require the owner of the real property on which the Facility is located to grant Company such easement rights.

15. **LIMITATIONS OF LIABILITY.**

(a) **IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.**

(b) **SUBJECT TO SECTION 15(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.**

(Continue on Sheet No. 9.827)

(Continued from Sheet No. 9.826)

(c) THE LIMITATIONS OF LIABILITY UNDER SECTION 15(a) AND SECTION 15(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c).

Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 15.

Agreed and accepted by Customer:_____(Initials)

16. **Force Majeure**. An event of Force Majeure shall have the meaning as set forth in Technical Terms and Abbreviations of the Company Tariff. If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.

17. **Confidentiality**. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by a disclosing Party or otherwise ("Disclosing Party"), which is disclosed to a receiving Party ("Receiving Party"). Confidential Information shall not be used for any purpose other than for purposes of this Agreement. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard. Except to the extent required by applicable law, Customer shall not make any public statements that reference the name of Company or its affiliates without the prior written consent of Company.

18. **Insurance and Indemnity**.

(a) Insurance to Be Maintained by the Company.

i. At any time that the Company is performing Services under this Agreement at the Customer Facility, the Company shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million ($1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million ($1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million ($2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million ($1,000,000.00) Dollars per accident, by disease and per policy and per employee.

ii. Upon the request of Customer, the Company shall provide the Customer with insurance certificates which provide evidence of the insurance coverage under this Agreement.

(Continue on Sheet No. 9.828)

(Continued from Sheet No. 9.827)

iii. Notwithstanding any other requirement set forth in this Section 18(a), Company may meet the above required insurance coverage and limits with any combination of primary, excess, or self-insurance. In the event Company self-insures any of the above required coverages, Company will provide Customer with a letter of self-insurance upon written request by Customer.

(b) Insurance to Be Maintained by the Customer.

i. The Customer, during and throughout the Term of this Agreement, shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million ($1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million ($1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million ($2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million ($1,000,000.00) Dollars per accident, by disease and per policy and per employee. With respect to insurance required in (i), (ii), and (iii) above, Customer shall name Company as an additional insured and provide a waiver of subrogation in favor of Company.

ii. In the event Customer is subject to Section 768.28 Florida Statutes, Customer acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that Customer is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of Two Hundred Thousand ($200,000.00) Dollars per person and Three Hundred Thousand ($300,000.00) Dollars per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Customer shall also maintain workers' compensation insurance in accordance with Chapter 440, Florida Statutes. Coverage shall also include Employers' Liability coverage with limits of One Million ($1,000,000.00) Dollars per accident.

(c) Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

19. **Non-Waiver**. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

20. **Assignment**. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(e) or, this Agreement may be assigned by the Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and Company.

(Continue on Sheet No. 9.829)

(Continued from Sheet No. 9.828)

21. **Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial**. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

22. **Modification**. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

23. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24. **Survival**. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.

25. **Notices**. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement, and with respect to Company, sent to the attention of_____. Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

26. **Further Assurances**. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

27. **Governmental Entities**. For those Customers which are a governmental entity of the State of Florida or political subdivision thereof ("Governmental Entity"), to the extent the Governmental Entity is legally barred by Florida state or federal law from executing or agreeing to any provision of this Agreement, then such provision of this Agreement will be deemed modified to the extent necessary to make such provisions consistent with Florida state or federal law. The remainder of this Agreement shall not be affected thereby and will survive and be enforceable.

(Continue on Sheet No. 9.830)

(Continued from Sheet No. 9.829)

28. **Entire Agreement**. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

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

Customer	**Florida Power & Light Company**
By:_____	By: _____
(Signature of Authorized Representative)	(Signature of Authorized Representative)
_____	_____
(Print or Type Name)	(Print or Type Name)
Title:_____	Title: _____
Date:_____	Date: _____

First Revised Sheet No. 9.833
FLORIDA POWER & LIGHT COMPANY
Cancels Original Sheet No. 9.833

COMMERCIAL ELECTRIC VEHICLE CHARGING SERVICES AGREEMENT

This Commercial Electric Vehicle Charging Services Agreement ("Agreement") is made and entered into this day of _____, 20 by and between _____, a _____, having its principal office at _____(hereafter, the "Customer") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (hereafter "Company") (each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to, the Commercial Electric Vehicle Charging Services Rider, Rate Schedule [CEVCS-1], as approved or subsequently revised by the FPSC and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a Statement of Work ("SOW") for the purpose of providing commercial electric vehicle charging infrastructure (hereafter the "Service"), at the Customer facility located at _____(hereafter the "Facility").

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. Effective Date. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.

2. Term of Agreement. The term of this Agreement (the "Term") will commence on the Effective Date and will continue for ten (10) years following the date on which Company delivers notice to Customer that the Equipment is ready for commercial operation (the "Commercial Operation Date").

3. Scope of Services. Company will design, procure, install, own, operate and provide maintenance to electric vehicle charging equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Facility, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. The Company reserves the right to remotely control charging session schedules and/or curtail the energy delivered by the Equipment at any time. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer. Customer acknowledges and agrees that Company and/or its contractors (i) will gather data and information from the Equipment and (ii) have the rights to use such data, including the right to own any derivative works created using such data.

4. Equipment Maintenance; Alterations. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under Section 11(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not move, modify, remove, adjust, alter or change in any material way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 4 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

5. Relocation. Relocation of Equipment: Upon reasonable prior written notice from Customer, Company agrees to relocate Equipment at Customer's sole expense to a location mutually agreed upon by the Parties within the same Customer site. If Customer so desires to relocate the Equipment, Customer shall provide written notice to Company. A Company representative will provide Customer with a written estimate of costs to relocate the Equipment within 90 days of receipt of the written notice from Customer to relocate Equipment. Customer agrees that such estimate is provided for informational purposes only and that Customer is responsible for all actual costs incurred for the shut-down, relocation, and reinstallation of Equipment. Customer shall pay Company such amount of actual costs for the relocation of Equipment within 90 days of the services performed by Company.

6. Customer Payments.

(a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Applicable taxes will also be included in or added to the Monthly Service Payment. Customer's obligation to pay the Monthly Service Payment, plus applicable taxes due, shall begin on the Commercial Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.

(Continue on Sheet No. 9.834)

First Revised Sheet No 9.834

FLORIDA POWER & LIGHT COMPANY

Cancels Original Sheet No. 9.834

(Continued from Sheet No. 9.833)

(b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of $5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law.

7. Customer Credit Requirements. At the discretion of the Company and subject to the confidentiality obligations set forth in this Agreement, Company may request and Customer shall provide Company with the most recent financial statements of each of the Customer and/or its parent company and with such other documents, instruments, agreements and other writings to determine the creditworthiness of Customer. The Company may also use debt ratings provided by the major credit rating agencies or consult other credit rating services to determine Customer creditworthiness. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tariff for the surety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 12(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.

8. Grant of Access. Customer hereby grants Company access to the Facility sufficient to allow Company, in Company's sole discretion, to (i) laydown, stage and install the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement, including required distribution services, equipment and needs. In the event that Company, in its sole discretion, determines that an easement is necessary for the purpose of connecting the Equipment to the electrical grid, then Customer shall grant Company an easement in a mutually agreeable location in, on, over, under, through and across a portion of the Facility to be identified by the Parties on the Company's customary form. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Facility to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access"). Upon execution of this Agreement and the Parties agreement to the Equipment location, Company shall obtain a legal description of the necessary Access locations. The Customer must also obtain and provide mortgage subordinations, as necessary to protect the Company's right of Access. Failure to provide any Company-requested documents in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Customer agrees that it will not interfere with Company's right of access to the Facility as reasonably necessary for (i) Company's laydown and installation of the Equipment, (ii) Company's maintenance and/or removal of Equipment, and (iii) Company's performance of the Service.

9. Company Testing of Equipment. The Company shall have the exclusive right to manually and/or remotely test the Equipment to verify that it will operate within required parameters.

10. Customer Responsibilities. The Customer shall not modify its electrical system at the Facility in a manner that adversely impacts the Equipment or its use. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Facility. The Customer shall be obligated, at its sole expense, to keep the Facility free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's testing of the Equipment pursuant to Section 8, or (iii) cause damage to the Equipment.

(Continue on Sheet No. 9.835)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

First Revised Sheet No 9.835
FLORIDA POWER & LIGHT COMPANY
Cancels Original Sheet No.9.835

(Continued from Sheet No. 9.834)

11. Permits and Regulatory Requirements. Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permits.

12. Title and Risk of Loss.

(a) Title. The Customer agrees that Equipment installed at the Facility is and will remain the sole property of Company unless and until the end of the original Term (or upon any earlier termination if the Company elects to not remove the Equipment). Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service but will not degrade the capability. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 11(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Facility and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more UCC financing statements or fixture filings or take similar action, as applicable, in such jurisdictions, as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Facility or the state of Florida.

(b) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Facility.

(c) Risk of Loss to Equipment (Customer Responsibility). CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE FACILITY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS EMPLOYEES, CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 17(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY, A "CUSTOMER CASUALTY"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.

(d) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right, but not the obligation, to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

13. Expiration or Termination of Agreement.

(a) Early Termination for Convenience by Customer. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least sixty (60) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less any salvage value of Equipment

(Continue on Sheet No. 9.836)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

(Continued from Sheet No. 9.835)

removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 6 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company.

(b) Early Termination by Company for Convenience or by Company Due to Change in Law. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least sixty (60) days prior to the effective date of termination, or, in whole or in part, upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 12(b), Customer must choose to either: (i) Purchase the Equipment upon payment of a transfer price mutually agreeable to Company and Customer, negotiated in good faith; or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.

(c) Early Termination of Agreement for Cause. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within thirty (30) days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) subject to Section 19, Customer sells, transfers or otherwise disposes of the Facility; (v) Customer or any guarantor of Customer's obligations or liabilities hereunder ("Guarantor") sells, transfers or otherwise dispose of all or substantially all of its assets; (vi) Customer or Guarantor enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors; (vii) any representation or warranty made by Customer or Guarantor or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (viii) Customer removes or allows a third party to remove, any portion of the Equipment from the Facility.

i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 12(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Facility (who has not assumed the Agreement pursuant to Section 19) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

ii. Upon a termination for cause by Customer, Customer must choose to either (i) purchase the Equipment upon payment of a transfer price mutually agreeable to Company and Customer, negotiated in good faith, or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(d) Expiration of Agreement. At the end of the Term and subject to Customer making payments of all outstanding amounts due, title to the Equipment shall transfer to Customer at no additional charge. Thereafter, Customer shall be responsible (i) for payment of all electric usage by the Equipment pursuant to the Company's Electric Tariff and Company shall be permitted to make any needed adjustments to the Equipment; and (ii) Customer shall be responsible for all maintenance and other costs related to ownership of the Equipment.

(Continue on Sheet No. 9.837)

First Revised Sheet No 9.837
FLORIDA POWER & LIGHT COMPANY
Cancels Original Sheet No. 9.837

(Continued from Sheet No. 9.836)

14. Warranty and Representations.

(a) Company's Disclaimer of Express and/or Implied Warranties. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE FACILITY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.

(b) Customer Representations and Warranties. The Customer represents and warrants that (i) the Facility at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Facility will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Facility is accurate and complete; (iv) Customer holds title to the real property on which the Facility is located or has the right of possession of the real property on which the Facility is located for the Term; and (v) Customer has the right to grant Company access and/or easement rights related to the real property on which the Facility is located, or has the right to require the owner of the real property on which the Facility is located to grant Company such access and/or easement rights.

15. LIMITATIONS OF LIABILITY.

(a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.

(b) SUBJECT TO SECTION 14(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.

(c) THE LIMITATIONS OF LIABILITY UNDER SECTION 14(a) AND SECTION 14(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 17(c).

Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 14.

Agreed and accepted by Customer:_____(Initials)

(Continue on Sheet No. 9.838)

First Revised Sheet No 9.838
FLORIDA POWER & LIGHT COMPANY
Cancels Original Sheet No. 9.838

(Continued from Sheet No. 9.837)

16. Force Majeure. An event of Force Majeure shall have the meaning as set forth in Technical Terms and Abbreviations of the Company Tariff.. If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.

17. Confidentiality. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by a disclosing Party or otherwise ("Disclosing Party"), which is disclosed to a receiving Party ("Receiving Party"). Confidential Information shall not be used for any purpose other than for purposes of this Agreement. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard. Except to the extent required by applicable law, Customer shall not make any public statements that reference the name of Company or its affiliates without the prior written consent of Company.

18. Insurance and Indemnity.

(a) Insurance to Be Maintained by the Company.

i. At any time that the Company is performing Services under this Agreement at the Customer Facility, the Company shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million ($1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million ($1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million ($2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million ($1,000,000.00) Dollars per accident, by disease and per policy and per employee.

ii. Notwithstanding any other requirement set forth in this Section 17(a), Company may meet the above required insurance coverage and limits with any combination of primary, excess, or self-insurance.

(b) Insurance to Be Maintained by the Customer.

i. The Customer, during and throughout the Term of this Agreement, shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million ($1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million ($1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million ($2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million ($1,000,000.00) Dollars per accident, by disease and per policy and per employee. With respect to insurance required in (i), (ii), and (iii) above, Customer shall name Company as an additional insured and provide a waiver of subrogation in favor of Company.

(Continue on Sheet No. 9.839)

First Revised Sheet No 9.839

FLORIDA POWER & LIGHT COMPANY

Cancels Original Sheet No. 9.839

(Continued from Sheet No. 9.838)

i. In the event Customer is subject to Section 768.28 Florida Statutes, Customer acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that Customer is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of Two Hundred Thousand ($200,000.00) Dollars per person and Three Hundred Thousand ($300,000.00) Dollars per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Customer shall also maintain workers' compensation insurance in accordance with Chapter 440, Florida Statutes. Coverage shall also include Employers' Liability coverage with limits of One Million ($1,000,000.00) Dollars peraccident.

(c) Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

19. Non-Waiver. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

20. Assignment. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property in the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 6 (Customer Credit Requirements), such sale shall be considered an early termination of this Agreement by Customer unless the Company agrees in writing to an assignment of this Agreement to the purchaser of the real property

21. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

22. Modification. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

23. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24. Survival. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.

(Continue on Sheet No. 9.840)

First Revised Sheet No 9.840
FLORIDA POWER & LIGHT COMPANY
Cancels Original Sheet No. 9.840

(Continued from Sheet No. 9.839)

25. Notices. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement. Each Party shall have the right to change the place to which notices shall be sent or delivered by similar notice sent or delivered in like manner to the other Party.

26. Further Assurances. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

27. Governmental Entities. For those Customers which are a governmental entity of the State of Florida or political subdivision thereof ("Governmental Entity"), to the extent the Governmental Entity is legally barred by Florida state or federal law from executing or agreeing to any provision of this Agreement, then such provision of this Agreement will be deemed modified to the extent necessary to make such provisions consistent with Florida state or federal law. The remainder of this Agreement shall not be affected thereby and will survive and be enforceable.

28. Entire Agreement. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

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

Customer	Florida Power & Light Company
By:_____ (Signature of Authorized Representative)	By:_____ (Signature of Authorized Representative)
_____ (Print or Type Name)	_____ (Print or Type Name)
Title:_____	Title:_____
Date:_____	Date: _____

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.843
Cancels Original Sheet No. 9.843

OPTIONAL RESIDENTIAL ELECTRIC VEHICLE CHARGING AGREEMENT (RS-1EV Closed Agreement)

This Optional Residential Electric Vehicle Charging Agreement ("Agreement") is made and entered into this_____day of _____, 20 by and between_____(the "Customer"), having a primary residence located at _____(the "Residential Property") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (the "Company") (each a "Party" and collectively the "Parties"). The Service provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to, the Residential Electric Vehicle Charging Services Rider Pilot, Rate Schedule [RS-1EV], as approved or subsequently revised by the FPSC and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff").

WHEREAS, the Customer hereby applies to Company for receipt of service to provide residential electric vehicle ("EV") charging service (the "Service") at the Residential Property.

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. Effective Date. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below.
2. Term of Agreement. The term of this Agreement (the "Term") will commence on the Effective Date and will continue for ten (10) years following the date on which the Company gives notice that the Equipment is ready for operation (the "Residential Operation Date").
3. Scope of Services. Company will design, procure, install (as further elected below), own, operate, and provide maintenance to EV charging equipment for one electric vehicle, including a Level 2 EV charger ("Equipment") to furnish the Service which includes receiving data, service fees and overnight and weekend charging for the Customer's EV only. The Company reserves the right to remotely control charging session schedules and/or curtail the energy delivered by the Equipment. Customer shall allow Company to establish connectivity with the Level 2 EV charger using Customer's internet service provider as either a primary or back-up means of communication. In such cases, either a Wi-Fi connection to Customer's router or a hardwired Ethernet connection shall be facilitated by the Customer. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer. Customer acknowledges and agrees that Company and/or its contractors (i) will gather data and information from the Equipment and (ii) have the rights to use such data, including the right to own any derivative works created using such data.

   Customer selects the following installation service:

   ☐ Full Installation. Includes addition of a 240V circuit (assuming Customer has at least two appropriate breaker slots available), design calculations, permitting and up to 15 foot 50A branch circuit.

   ☐ Equipment Only Installation. Customer provides a dedicated, permitted and installed 240V circuit in garage.

4. Equipment; Maintenance; Access. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. The Customer shall not move, modify, remove, adjust, alter or change in any material way the Equipment, except in the event of an emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. Customer hereby grants Company access rights on the Residential Property sufficient to allow Company to perform the Services under this Agreement.

   Company shall, or through its subcontractors, be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permit.

5. Monthly Service Payment.

   Customer shall commence payment of the Monthly Service Payment, plus any applicable taxes, on the Residential Operation Date in accordance with the General Rules and Regulations for Electric Service. Any partial month will be paid on a pro rata basis. The Monthly Service Payment shall be as set forth in the Residential Electric Vehicle Charging Services Rider Pilot, Rate Schedule (referenced above).

6. Title and Risk of Loss. Customer acknowledges and agrees that (i) the Equipment is personal property, will be removable and will not be a fixture or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no

(Continued on Sheet No. 9.844)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.844
Cancels Original Sheet No. 9.844

(Continued from Sheet No. 9.843)

ownership interest in the Equipment. Title shall only transfer to the Customer at the end of the original Term (or upon any earlier termination if the Company elects to not remove the Equipment). Customer shall keep the Equipment free from any liens by third parties and shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.

Customer shall bear all risk of loss or damage of any kind with respect to all or any part of the Equipment located at the Residential Property to the extent such loss or damage is caused by weather or the actions, negligence, willful misconduct or gross negligence of Customer, its contractors, agents, invitees and/or guests or any other damage which is required to be covered by insurance (collectively a "Customer Casualty"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company. In the event the Equipment is damaged and is not a Customer Casualty, the Company will (i) repair or replace the Equipment at Company's cost, or (ii) terminate this Agreement for its convenience upon written notice to Customer.

7. Expiration or Termination of Agreement. Customer has the right to terminate this Agreement for its convenience upon written notice to Company on at least thirty (30) days prior notice. Upon any such termination prior to the fifth anniversary of the Residential Operation Date, Customer shall be responsible to pay a termination fee in an amount equal to the cost to uninstall, remove and redeploy the Equipment plus all outstanding Monthly Service Payments due and owing (collectively, the "Early Termination Cost"). Upon any such termination on or after the fifth anniversary of the Residential Operation Date, Customer shall elect to pay either (i) a termination fee in an amount equal to the Early Termination Cost or (ii) the remaining net book value of the Equipment to purchase the Equipment plus all outstanding Monthly Service Payments due and owing. Except in the case Customer elects option (ii) above, Company has the right, but not the obligation, to remove the Equipment for redeployment. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer on at least thirty (30) days prior notice or as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon such termination, the Company may elect to remove the Equipment or leave the equipment and transfer title to the Customer at no charge.

8. Warranty. Customer acknowledges and agrees that Company has not made any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the Company's obligations, Services and/or the Equipment. Customer acknowledges that there is no warranty implied by law, including the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and the implied warranty of custom or usage.

9. Customer Representations and Warranties. The Customer represents and warrants that (i) the placing of the Equipment at the Residential Property and Customer's performance of this Agreement will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (ii) all information provided by the Customer related to the Residential Property is accurate and complete; (iii) Customer has good and unencumbered title to the Residential Property either free and clear of any liens, mortgages or other encumbrances, or if any lien, mortgage or other encumbrance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment; (iv) Customer lives at the Residential Property, the Residential Property is a single-family home or townhome with an attached garage that receives RS-1 electric service from Company and is in good standing; and (v) Customer owns or leases an electric vehicle that is capable of being charged by the Equipment.

10. Limitations of Liability Customer acknowledges and agrees that the Company will use reasonable diligence to furnish a regular and uninterrupted supply of electric service at the agreed nominal voltage. Customer agrees Company shall not be liable to the Customer or any other person for complete or partial interruptions of service, fluctuations in voltage, or curtailment of service that may occur as a result of a variety of events and circumstances, including, without limitation: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; (e) events of an emergency or as necessary to maintain the safety and integrity of the Company's facilities; or (f) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure,. In any such case, the Company will not be liable for damages, including, but not limited to, loss of revenues or production.

Company is not an insurer of losses or damages that might arise or result from EV charging equipment not operating as expected. Neither Company nor Customer shall be liable to the other for consequential, special, exemplary, indirect, or incidental losses or punitive damages under the Agreement, including loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, and Company and Customer each hereby release the other from any such liability. The provisions of this paragraph shall survive termination or expiration of this Agreement. The Company will not be liable to Customer for any damages to the EV charging equipment.

(Continued on Sheet No. 9.845)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

(Continued from Sheet No. 9.844)

11. Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct.

12. Confidentiality. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) which is disclosed to Customer. Confidential Information shall not be disclosed without the prior written consent of Company.

13. Insurance. At any time that the Company is performing Services under this Agreement at the Residential Property, the Company shall, maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance. During and throughout the Term of this Agreement and until all amounts payable to the Company pursuant to this Agreement are paid in full, the Customer shall maintain a homeowner's property insurance policy with minimum limits equal to the value of the Residential Property and homeowner's liability insurance policy with minimum limits of Three Hundred Thousand ($300,000.00) Dollars.

14. Assignment. The Customer may not assign this Agreement without the consent of the Company. A sale of the Residential Property shall be treated as an early termination by Customer unless Company agrees in writing to an assignment of this Agreement to the purchaser of the Residential Property.

15. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be subject to and governed by the laws of the State of Florida, exclusive of conflicts of laws provisions. The Parties agree that any action or proceeding arising out of or related to this Agreement shall be brought in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

16. Notices. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested, or sent via overnight courier to such Party's address as set forth above.

17. Miscellaneous. Any waiver granted by a Party shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future. No modification, waiver or amendment of this Agreement shall be binding unless signed in writing by both Parties. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. If any provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

Customer	Florida Power & Light Company
By:_____	By: _____
Printed Name:_____	Printed Name:_____
Date: _____	Title: _____
	Date: _____

OPTIONAL RESIDENTIAL ELECTRIC VEHICLE CHARGING AGREEMENT (RS-2EV)

This Optional Residential Electric Vehicle Charging Agreement ("Agreement") is made and entered into this _____ day of _____, 20__ by and between _____ (the "Customer"), having a primary residence located at _____ (the "Residential Property") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (the "Company") (each a "Party" and collectively the "Parties"). The Service provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to, the Residential Electric Vehicle Charging Services , Rate Schedule [RS-2EV], as approved or subsequently revised by the FPSC and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff").

WHEREAS the Customer hereby applies to Company for receipt of service to provide residential electric vehicle ("EV") charging service (the "Service") at the Residential Property.

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. Effective Date. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below.
2. Term of Agreement. The term of this Agreement (the "Term") will commence on the Effective Date and will continue for ten (10) years following the date on which the Company gives notice that the Equipment is ready for operation (the "Residential Operation Date").
3. Scope of Services. Company will design, procure, install (as further elected below), own, operate, and provide maintenance to EV charging equipment for one electric vehicle, including a Level 2 EV charger ("Equipment") to furnish the Service which includes receiving data, service fees and overnight and weekend charging for the Customer's EV only. The Company reserves the right to remotely control charging session schedules and/or curtail the energy delivered by the Equipment. Customer shall allow Company to establish connectivity with the Level 2 EV charger using Customer's internet service provider as either a primary or back-up means of communication. In such cases, either a Wi-Fi connection to Customer's router or a hardwired Ethernet connection shall be facilitated by the Customer. For the avoidance of doubt, it is the Parties' intent that this Agreement: (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental, or lease of the Equipment by Company to Customer. Customer acknowledges and agrees that Company and/or its contractors (i) will gather data and information from the Equipment and (ii) have the rights to use such data, including the right to own any derivative works created using such data.

   Customer selects the following installation service:

   ☐ Full Installation Includes addition of a 240V circuit (assuming Customer has at least two appropriate breaker slots available), design calculations, permitting and up to 15-foot 50A branch circuit.

   ☐ Equipment Only Installation. Customer provides a dedicated, permitted and installed 240V circuit.

4. Equipment; Maintenance; Access. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. The Customer shall not move, modify, remove, adjust, alter, or change in any material way the Equipment, except in the event of an emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. Customer hereby grants Company access rights on the Residential Property sufficient to allow Company to perform the Services under this Agreement.

   Company shall, or through its subcontractors, be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permit.

5. Monthly Service Payment. Customer shall commence payment of the Monthly Service Payment, plus any applicable taxes, on the Residential Operation Date in accordance with the General Rules and Regulations for Electric Service. Any partial month will be paid on a pro rata basis. The Monthly Service Payment shall be as set forth in the Residential Electric Vehicle Charging Services, Rate Schedule (referenced above). Offering is treated as a sale from a tax perspective. Capital cost is financed at Utility's overall rate of return as approved by the Florida Public Service Commission. These can be viewed at FPL.COM/EV
6. Title and Risk of Loss. Customer acknowledges and agrees that (i) the Equipment is personal property, will be removable and will not be a fixture or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no

(Continued on Sheet No. 9.847)

(Continued from Sheet No. 9.846)

ownership interest in the Equipment. Title shall only transfer to the Customer at the end of the original Term (or upon any earlier termination if the Company elects to not remove the Equipment). Customer shall keep the Equipment free from any liens by third parties and shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.

Customer shall bear all risk of loss or damage of any kind with respect to all or any part of the Equipment located at the Residential Property to the extent such loss or damage is caused by weather or the actions, negligence, willful misconduct or gross negligence of Customer, its contractors, agents, invitees and/or guests or any other damage which is required to be covered by insurance (collectively a "Customer Casualty"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company. In the event the Equipment is damaged and is not a Customer Casualty, the Company will (i) repair or replace the Equipment at Company's cost, or (ii) terminate this Agreement for its convenience upon written notice to Customer.

7. Expiration or Termination Transfer of Agreement. Customer has the right to (i) terminate, (ii) transfer agreement to new premise, (iii) or transfer agreement to new owner. In case of (i), Customer must pay pro-rated amount of equipment and installation plus $50 penalty (Termination), to make Company whole for installed costs. In case of (ii), Customer must pay to remove equipment from existing premise and re-install in new premise. New premise must be within FPL territory, otherwise Termination applies. Customer will continue making payments under existing Agreement at new premise. In case of (iii) Customer must pay $50 admin fee to unenroll existing customer and transfer Agreement in the name of new owner of premise. In all cases above, fees will differ depending on if installation is full or equipment only, and Customer must pay any and all outstanding monthly service payments. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer on at least thirty (30) days prior notice or as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon such termination, the Company may elect to remove the Equipment or leave the equipment and transfer title to the Customer at no charge. Upon expiration of Agreement, Company will leave equipment at premise and transfer title to Customer at no charge.

8. Warranty. Customer acknowledges and agrees that Company has not made any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the Company's obligations, Services and/or the Equipment. Customer acknowledges that there is no warranty implied by law, including the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and the implied warranty of custom or usage.

9. Customer Representations and Warranties. The Customer represents and warrants that (i) the placing of the Equipment at the Residential Property and Customer's performance of this Agreement will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (ii) all information provided by the Customer related to the Residential Property is accurate and complete; (iii) Customer has good and unencumbered title to the Residential Property either free and clear of any liens, mortgages or other encumbrances, or if any lien, mortgage or other encumbrance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment; (iv) Customer lives at the Residential Property, the Residential Property is a single-family home or townhome with an attached garage that receives RS-1 electric service from Company and is in good standing; and (v) Customer owns or leases an electric vehicle that is capable of being charged by the Equipment. The Company may allow installation of chargers outside the customer's home at the Company's discretion.

10. Limitations of Liability. Customer acknowledges and agrees that the Company will use reasonable diligence to furnish a regular and uninterrupted supply of electric service at the agreed nominal voltage. Customer agrees Company shall not be liable to the Customer or any other person for complete or partial interruptions of service, fluctuations in voltage, or curtailment of service that may occur as a result of a variety of events and circumstances, including, without limitation: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; (e) events of an emergency or as necessary to maintain the safety and integrity of the Company's facilities; or (f) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure,. In any such case, the Company will not be liable for damages, including, but not limited to, loss of revenues or production.

Company is not an insurer of losses or damages that might arise or result from EV charging equipment not operating as expected. Neither Company nor Customer shall be liable to the other for consequential, special, exemplary, indirect or incidental losses or punitive damages under the Agreement, including loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, and Company and Customer each hereby release the other from any such liability. The provisions of this paragraph shall survive termination or expiration of this Agreement. The Company will not be liable to Customer for any damages to the EV charging equipment.

(Continued on Sheet No. 9.848)

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 9.848**

(Continued from Sheet No. 9.847)

11. Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct.

12. Confidentiality. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) which is disclosed to Customer. Confidential Information shall not be disclosed without the prior written consent of Company.

13. Insurance. At any time that the Company is performing Services under this Agreement at the Residential Property, the Company shall, maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance. During and throughout the Term of this Agreement and until all amounts payable to the Company pursuant to this Agreement are paid in full, the Customer shall maintain a homeowner's property insurance policy with minimum limits equal to the value of the Residential Property and homeowner's liability insurance policy with minimum limits of Three Hundred Thousand ($300,000.00) Dollars.

14. Assignment. The Customer may not assign this Agreement without the consent of the Company. A sale of the Residential Property shall be treated as an early termination by Customer unless Company agrees in writing to an assignment of this Agreement to the purchaser of the Residential Property.

15. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be subject to and governed by the laws of the State of Florida, exclusive of conflicts of laws provisions. The Parties agree that any action or proceeding arising out of or related to this Agreement shall be brought in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

16. Notices. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested, or sent via overnight courier to such Party's address as set forth above.

17. Miscellaneous. Any waiver granted by a Party shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future. No modification, waiver or amendment of this Agreement shall be binding unless signed in writing by both Parties. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. If any provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

Customer	Florida Power & Light Company
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Date:_____	Title:_____
	Date:_____

First Revised Sheet No. 9.849

FLORIDA POWER & LIGHT COMPANY

Cancels Original Sheet No. 9.849

SOLAR POWER FACILITIES SERVICE AGREEMENT

This Solar Power Facilities Service Agreement ("Agreement") is made and entered into this_____day of_____, 20_____, by and between_____, a [insert entity type], having its principal office at_____(the "Customer") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (the "Company") (each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to, the Solar Power Facilities Service Rider, Rate Schedule [SPF-1], as approved or subsequently revised by the FPSC and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company, as more specifically described in a Statement of Work ("SOW") for the installation and maintenance of solar structures, and related equipment, such as lighting and batteries (the "Service"), at the Customer facility located at_____(the "Facility").

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. Effective Date. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.

2. Term of Agreement. The term of this Agreement (the "Term") will commence on the Effective Date and will continue for not less than 5 years, the date on which Company delivers notice to Customer that the Equipment is ready for commercial operation (the "Commercial Operation Date") Customer may, at its sole discretion, extend the Agreement for on-going maintenance after the Term is complete.

3. Scope of Services. Company will design, permit, procure, install, own, operate and provide maintenance to all solar structures, such as solar trees and solar canopies, and related equipment, such as lighting and batteries ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment may be removed at the end of the term, at the Company's sole option and unless otherwise extended, (ii) Company will own the Equipment, and Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer. Company shall have the right to access and use of Customer's electrical systems for purposes of powering Company's computer equipment used in monitoring the power generated by the Equipment. If Customer has internet access, it will permit Company access to be used in connection with such power monitoring systems. Customer acknowledges and agrees that Company and/or its contractors (i) will gather data and information from the Equipment and (ii) have the rights to use such data, including the right to own any derivative works created using such data.

4. Equipment Maintenance; Alterations. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW.

5. Customer Payments.

   (a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Customer's obligation to pay the Monthly Service Payment, plus applicable charges and taxes, shall begin on the Commercial Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.

   (b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of $5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law. Further if the Customer fails to make any undisputed payment

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owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.

(c) Customer may make an upfront payment up to 30% of installed costs; any upfront payment above 30% of installed costs must be mutually agreed upon by Company and Customer.

6. Customer Credit Requirements. At the discretion of the Company and subject to the confidentiality obligations set forth in this Agreement, Company may request and Customer shall provide Company with the most recent financial statements of each of the Customer and/or its parent company and with such other documents, instruments, agreements and other writings to determine the creditworthiness of Customer. The Company may also use debt ratings provided by the major credit rating agencies or consult other credit rating services to determine Customer creditworthiness. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tariff for the surety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 11(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.

7. Grant of Access. Customer hereby grants Company access to the Facility sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement, including required distribution services, equipment and needs. In the event that Company, in its sole discretion, determines that an easement is necessary for the purpose of connecting the Equipment to the electrical grid, then Customer shall grant Company an easement in a mutually agreeable location in, on, over, under, through and across a portion of the Facility to be identified by the Parties on the Company's customary form. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Facility to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access"). Upon execution of this Agreement and the Parties agreement to the Equipment location, Company shall obtain a legal description of the necessary Access locations. The Customer must also obtain and provide mortgage subordinations, as necessary to protect the Company's right of Access. Failure to provide the above requested documents in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Customer agrees that it will not interfere with Company's right of access to the Facility as reasonably necessary for (i) Company's laydown and installation of the Equipment, (ii) Company's maintenance and/or removal of Equipment, and (iii) Company's performance of the Service.

8. Customer Responsibilities. The Customer shall be obligated, at its sole expense, to keep the Facility free and clear of anything that may (i) impair the maintenance or removal of Equipment, or (ii) cause damage to the Equipment.

9. Permits and Regulatory Requirements. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permits.

10. Title and Risk of Loss.

(a) Title The Customer agrees that Equipment installed at the Facility is and will remain the sole property of Company unless and until such time as the Customer purchases the Equipment as set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 10(a). The Parties agree that the Equipment is personal property of Company and not a fixture

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to the Facility and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more UCC financing statements or fixture filings, as applicable, in such jurisdictions, as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Facility. The Company will collect and own the data related to usage of the Equipment.

(b) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Facility.

(c) Risk of Loss to Equipment (Customer Responsibility). CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE FACILITY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS EMPLOYEES, CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 16(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY, A "CUSTOMERCASUALTY"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.

(d) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

11. Expiration or Termination of Agreement.

(a) Early Termination for Convenience by Customer. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-hundred eighty (180) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 6 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company.

(b) Early Termination by Company for Convenience or by Company Due to Change in Law. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least one-hundred eighty (180) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 11(b), Customer must choose to either: (i) purchase the Equipment upon payment of a transfer price mutually

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agreeable to Company and Customer; or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.

(c) Early Termination of Agreement for Cause. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within thirty (30) days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 19, Customer sells, transfers or otherwise disposes of the Facility; (v) Customer or any guarantor of Customer's obligations or liabilities hereunder ("Guarantor") sells, transfers or otherwise dispose of all or substantially all of its assets; (vi) Customer or Guarantor enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors; (vii) any representation or warranty made by Customer or Guarantor or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (viii) Customer removes or allows a third party to remove, any portion of the Equipment from the Facility.

i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 11(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Facility (who has not assumed the Agreement pursuant to Section 19) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

ii. Upon a termination for cause by Customer, Customer must choose to either (i) purchase the Equipment upon payment of a transfer price mutually agreeable to Company and Customer, or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(d) Expiration of Agreement. At end of Term of the Agreement, ownership and title of equipment shall transfer to customer at no additional charge except for all outstanding monthly service payments and any applicable taxes. For the avoidance of doubt, Company has the right, but not the obligation, to access any and all Equipment, at its sole discretion during term of the Agreement.

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12. Warranty and Representations.

(a) Company's Disclaimer of Express and/or Implied Warranties. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE FACILITY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.

(b) Customer Representations and Warranties The Customer represents and warrants that (i) the Facility at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Facility will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Facility is accurate and complete; (iv) Customer holds title to the real property on which the Facility is located or has the right of possession of the real property on which the Facility is located for the Term; and (v) Customer has the right to grant Company access and/or easement rights related to the real property on which the Facility is located, or has the right to require the owner of the real property on which the Facility is located to grant Company such access and/or easement rights.

13. LIMITATIONS OF LIABILITY.

(a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.

(b) SUBJECT TO SECTION 13(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.

(c) THE LIMITATIONS OF LIABILITY UNDER SECTION 13(a) AND SECTION 13(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 16(c).

Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 13.

Agreed and accepted by Customer:_____(Initials)

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FLORIDA POWER & LIGHT COMPANY **Cancels Original Sheet No. 9.854**

(Continued from Sheet No. 9.853)

14. Force Majeure. An event of Force Majeure shall have the meaning as set forth in the Technical Terms and Abbreviations of the Company Tariff. If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 14 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.

15. Confidentiality. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by a disclosing Party or otherwise ("Disclosing Party"), which is disclosed to a receiving Party ("Receiving Party"). Confidential Information shall not be used for any purpose other than for purposes of this Agreement. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard. Except to the extent required by applicable law, Customer shall not make any public statements that reference the name of Company or its affiliates without the prior written consent of Company.

16. Insurance and Indemnity.

(a) Insurance to Be Maintained by the Company.

i. At any time that the Company is performing Services under this Agreement at the Customer Facility, the Company shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million ($1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million ($1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million ($2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million ($1,000,000.00) Dollars per accident, by disease and per policy and per employee.

(b) Notwithstanding any other requirement set forth in this Section 16(a), Company may meet the above required insurance coverage and limits with any combination of primary, excess, or self-insurance.

17. Insurance to Be Maintained by the Customer.

i. The Customer, during and throughout the Term of this Agreement, shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million ($1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million ($1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million ($2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million ($1,000,000.00) Dollars per accident, by disease and per policy and per employee. With respect to insurance required in (i), (ii), and (iii) above, Customer shall name Company as an additional insured and provide a waiver of subrogation in favor of Company.

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Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

First Revised Sheet No. 9.855

FLORIDA POWER & LIGHT COMPANY **Cancels Original Sheet No. 9.855**

(Continued from Sheet No. 9.854)

ii. In the event Customer is subject to Section 768.28 Florida Statutes, Customer acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that Customer is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of Two Hundred Thousand ($200,000.00) Dollars per person and Three Hundred Thousand ($300,000.00) Dollars per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Customer shall also maintain workers' compensation insurance in accordance with Chapter 440, Florida Statutes. Coverage shall also include Employers' Liability coverage with limits of One Million ($1,000,000.00) Dollars per accident.

(a) Indemnity. Each party shall indemnify, hold harmless, and defend the other party from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require either party to indemnify the other party for Losses caused by a party's own negligence, gross negligence, or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

18. Non-Waiver. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

19. Tax Credits; Financial Incentives; Sale of Energy. Installation and operation of the Equipment at the Facility may result in the availability of federal and/or state tax credits, and other financial incentives (collectively hereinafter "Incentives"). This Agreement will be treated as a sale from a tax perspective, and Customer shall be the sole recipient and beneficiary of any Incentives. All electricity produced by the Equipment, and the right to utilize such electricity, shall be the sole property and right of the Customer.

20. Assignment. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 6 (Customer Credit Requirements), such sale shall be considered an early termination of this Agreement by Customer unless the Company agrees in writing to an assignment of this Agreement to the purchaser of the real property.

21. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty- five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

22. Modification. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

23. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

First Revised Sheet No. 9.856
FLORIDA POWER & LIGHT COMPANY **Cancels Original Sheet No. 9.856**

(Continued from Sheet No. 9.855)

24. Survival. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.

25. Notices. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand- delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement. Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

26. Further Assurances. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

27. Governmental Entities. For those Customers which are a governmental entity of the State of Florida or political subdivision thereof ("Governmental Entity"), to the extent the Governmental Entity is legally barred by Florida state or federal law from executing or agreeing to any provision of this Agreement, then such provision of this Agreement will be deemed modified to the extent necessary to make such provisions consistent with Florida state or federal law. The remainder of this Agreement shall not be affected thereby and will survive and beenforceable.

28. Environmental Attributes. In the event that, at any time during the term, the operation of the solar system results in the creation of environmental attributes (including, but not limited to, emission credit, renewable energy certificate, or environmental credit.) Customer shall be 100 % entitled to such attributes. Parties shall cooperate to obtain the necessary system details and information to enable system registration and attribute tracking. Unless instructed otherwise by the Customer, FPL will automatically, on the Customer's behalf, retire the renewable energy certificate (RECs) associated with the generation produced by the system. FPL will provide participants with REC retirement summary reports.

29. Entire Agreement. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

30. Site Feasibility. For any customer location(s), Company in its sole discretion may determine feasibility study (or studies) are required to determine if solar structure(s) can be safely deployed. Site feasibility includes, but is not limited to, stormwater / drainage analysis, rooftop health / loading assessment, uplift / wind mitigation analyses, geotechnical analyses, soil assessments, and other relevant studies / analyses.

Company will communicate site feasibility needs and costs with Customer. Customer will be provided a not to exceed amount for site feasibility study. Regardless of results of feasibility study, costs associated with Customer site feasibility studies will be recovered from Customer. Site feasibility costs will be recovered in one of the methods below based upon Customer's election:

1. Project Execution: Feasibility costs included as part of the total project costs and recovered through monthly service charge under this tariff
2. Customer Payment: Feasibility costs collected from Customer based on invoice for feasibility study from Company

Upon completion of the feasibility study, Company will be responsible for producing a feasibility study report and providing it to Customer, and the contents of the information contained in the feasibility report shall become the property of the Customer, but Company may retain a copy and utilize any non-Customer specific information in the report. Customer is under no obligation to participate in the program solely based on completion of site feasibility studies.

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

Customer	Florida Power & Light Company
By:_____ (Signature of Authorized Representative)	By:_____ (Signature of Authorized Representative)
_____ (Print or Type Name)	_____ (Print or Type Name)
Title: _____	Title: _____
Date: _____	Date: _____

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

OPTIONAL HVAC SERVICES AGREEMENT

THIS Optional HVAC Services Agreement ("Agreement") is made and entered into this_____day of_____ 20_____by and between_____, having a primary residence located at _____ (hereafter, the "Customer") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (hereafter "Company") (each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to the Optional HVAC Services Rider Rate Schedule, as approved or subsequently revised by the FPSC (hereafter the "Rider") and the Company's General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a Statement of Work ("SOW"), for the purpose of providing installation, maintenance and operating control (as described in the Company's Residential On Call Program) of HVAC equipment (collectively, the "Service") at the Customer residential property located at_____ (hereafter the "Residential Property"). Customer's participation in the Company's Residential On Call Program is a condition precedent to this Agreement.

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date**. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.

2. **Term of Agreement**. The term of this Agreement will commence on the Effective Date and will continue for a term of [10, 12, or 15] years following the Residential Operation Date as defined in Section 4(a) below (the "Term").

3. **Scope of Services**. Company, through its authorized contractors, will design, procure, install, own, operate, and provide maintenance to all HVAC equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not a lease of the Equipment by Company to Customer.

4. **Design and Installation**. Company, through its authorized contractors, will design, procure, and install the Equipment pursuant to the requirements of the SOW.

   (a) Residential Operation. Upon completion of the installation of the applicable Equipment in accordance with the requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for operation, with the date of such notice being the "Residential Operation Date".

   (b) Commencement of Monthly Service Payment Upon Residential Operation Date. Customer's obligation to pay the applicable Customer's monthly Service payment, plus applicable taxes due from Customer pursuant to Section 6 (Customer Payments), shall begin on the Residential Operation Date and shall be due and payable by Customer pursuant to the Company's General Rules and Regulations for Electric Service.

5. **Equipment Maintenance; Alterations**. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under

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Section 12(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not move, modify, remove, adjust, alter, or change in any material way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

6. **Customer Payments.**

   (a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Applicable taxes will also be included in or added to the Monthly Service Payment.

   (b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of $5.00 or 1.5% applied to any past due unpaid balance of all accounts. Further, if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.

   (c) HVAC Services Credits. At the request of the Customer, Company may at its discretion either (i) apply the net present value of the monthly credits available under the Company's Residential On Call Program for the Equipment as (a) a credit against the initial monthly fees of this Agreement, or (b) an up-front credit, or (ii) utilize the monthly credits available under the Company's Residential On Call Program as an offset against the monthly fees of this Agreement. The application of the credits will be reflected in the applicable SOW.

7. **Customer Credit Requirements**. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond, or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tariff for the surety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 13(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.

8. **Right of Access**. Customer hereby grants Company an access easement on the Residential Property sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Residential Property to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access").

9. **Company Interruption, Operation and Testing of Equipment**. The Company shall have the right to interrupt the operation of the Equipment pursuant to the Company's Residential On Call Program. The Company shall also have the right to manually and/or remotely control the Equipment for purposes of fulfilling its obligations under this Agreement.

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10. **Customer Responsibilities**. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Residential Property. The Customer shall be obligated, at its sole expense, to keep the Residential Property free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to Section 9, or (iii) cause damage to the Equipment.

11. **Permits and Regulatory Requirements**. Company shall be responsible for obtaining and for compliance with any license or permit required to enable it to provide the Service. Customer agrees to cooperate with Company and to assist Company in obtaining and closing any required permit.

12. **Title and Risk of Loss**.
    (a) Title. The Customer agrees that Equipment installed at the Residential Property is and will remain the sole property of Company unless and until such time as the Customer satisfies its obligations under the Agreement through the end of its term or exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment, or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 12(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Residential Property and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Residential Property.

    (b) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.

    (c) Risk of Loss to Equipment (Customer Responsibility). **CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE RESIDENTIAL PROPERTY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS (COLLECTIVELY A "CUSTOMER CASUALTY").**

    (d) Risk of Loss to Equipment. In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged or has such a severe failure that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) mutually agree with Customer to replace the Equipment and (a) adjust the Monthly Service Payments to reflect the new in- place cost of the Equipment less the in-place cost of the replaced Equipment and/or (b) extend the Term of the Agreement to enable Company to recover the capital cost of the replacement Equipment

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For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. In the event the Equipment is damaged and is a Customer Casualty, the Company will repair or replace the Equipment at Customer's cost, or, in the event that Equipment is so severely damaged or has such a severe failure that substantial replacement is necessary, the Company may terminate this Agreement for its convenience upon written notice to Customer and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a).

13. Expiration or Termination of Agreement.

(a) **Early Termination for Convenience by Customer**. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least ninety (90) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment (including the recovery of the amount Customer would have paid had Company not levelized the Monthly Service Payments during the Term) less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, plus (v) any advance payment of HVAC Services Credits by Company to Customer under the Company's Residential On Call Program, plus (vi) the cost of removal of the Fixture Filing (as defined in Section 20), minus
(vii) any payment security amounts recovered by the Company under Section 7 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company. Company retains the right to invoice Customer based upon actual salvage value within one-hundred eighty (180) days of the date of Company's removal of Equipment. In lieu of the credit for any salvage value of the Equipment pursuant to subsection (iii) above or the charge for removal costs pursuant to subsection (iv) above, Customer may elect to take title to the Equipment upon full payment of the balance of the Termination Fee plus any applicable taxes.

(b) **Early Termination by Company for Convenience or by Company Due to Change in Law.** The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least ninety (90) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 13(b), Customer must choose to either: (i) Purchase the Equipment upon payment of the Termination Fee as defined in Section 13(a) plus applicable taxes, but not including a credit for any salvage value of the Equipment or charge for removal costs; or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

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If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment. Notwithstanding anything to the contrary above, upon FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service, Company will use commercially reasonable efforts to assign its rights and obligations under this Agreement to a third party pursuant to Section 20.

(c) **Early Termination of Agreement for Cause**. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within five (5) business days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 20, Customer sells, transfers or otherwise disposes of the Residential Property; (v) Customer enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors; (vi) any representation or warranty made by Customer or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; (vii) Customer removes or allows a third party to remove, any portion of the Equipment from the Residential Property; or (viii) Customer discontinues its participation in the Company's Residential On Call Program.

i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment, and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Residential Property (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

ii. Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to Section 13(e), or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(d) **Expiration of Agreement**. At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to take title of the Equipment if Customer has made all payments required under this Agreement (ii) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer,; (iii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) if Customer has not made all payments required in the Agreement, or (iv) to request that Company remove the Equipment and for Customer to pay Company the Termination Fee.

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In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month basis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date Customer provides written notice to Company to change its election to option (iii) above.

(e) **Customer Purchase Option**. Pursuant to a purchase option under Section 13(c), Section 13(d), or Section 20, the Customer may elect to purchase and take title to the Equipment upon payment of the Termination Fee as defined in Section 13(a) plus applicable taxes but not including a credit for any salvage value of the Equipment or charge for removal costs. Company will invoice Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and payable by Customer within thirty (30) days of the date of such invoice.

14. Warranty and Representations.

(a) Company's Disclaimer of Express and/or Implied Warranties. **CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE RESIDENTIAL PROPERTY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.**

(b) Customer Representations and Warranties. The Customer represents and warrants that (i) the Residential Property at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Residential Property will comply with all laws, rules, regulations, ordinances, zoning requirements, or any other federal, state, and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Residential Property is accurate and complete; and (iv) Customer holds sole and exclusive title to the Residential Property or has the sole and exclusive right of possession of the Residential Property for the Term.

15. LIMITATIONS OF LIABILITY.

(a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.

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(b) SUBJECT TO SECTION 15(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES, OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.

(c) THE LIMITATIONS OF LIABILITY UNDER SECTION 15(a) AND SECTION 15(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c). Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 15.

16. **Force Majeure**. Force Majeure is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Residential Property or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement). If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.

17. **Confidentiality**. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic, or visual) and whether prepared by Company or otherwise, which is disclosed to Customer. Confidential Information shall not be used for any purpose other than for purposes of this Agreement and shall not be disclosed without the prior written consent of Company.

18. **Insurance and Indemnity**.

(a) Insurance to Be Maintained by the Company. At any time that the Company is performing Services under this Agreement at the Customer Residential Property, the Company shall, maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance.

(b) Insurance to Be Maintained by the Customer. During and throughout the Term of this Agreement and until all amounts payable to the Company pursuant to this Agreement are paid in full, the Customer shall maintain a homeowner's insurance policy with minimum liability coverage of Three Hundred Thousand ($300,000.00) Dollars.

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(c) Indemnity. The Customer shall indemnify, hold harmless, and defend Company from and against any and all liability, proceedings, suits, cost, or expense for loss, damage, or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence, or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

19. **Non-Waiver**. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

20. **Assignment**. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated, or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(e), or this Agreement may be assigned by the Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and Company. This Agreement is free of any restrictions that would prevent the Customer from freely transferring the Residential Property. Company will not prohibit the sale, conveyance, or refinancing of the Residential Property. Company may choose to file in the real estate records one or more precautionary UCC financing statements or fixture filings (collectively "Fixture Filing") that preserves their rights in the Equipment. The Fixture Filing is intended only to give notice of its rights relating to the Equipment and is not a lien or encumbrance against the Residential Property. Company shall explain the Fixture Filing to any subsequent purchasers of the Residential Property and any related lenders as requested. Company may assign its rights and obligations under this Agreement as allowed by applicable law upon written notice to Customer.

21. **Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial**. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

22. **Modification**. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification, or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

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23. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24. **Survival**. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.

25. **Notices**. All notices, demands, offers, or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement and with respect to Company, sent to the attention of HVAC Services Program Administrator. Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

26. **Further Assurances**. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

27. **Entire Agreement**. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written, or implied, regarding the subject matter hereof.

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

Customer

By: _____
(Signature)

(Print or Type Name)

Date: _____

Florida Power & Light Company

By: _____
(Signature of Authorized Representative)

(Print or Type Name)

Title: _____

Date: _____

Customer

By: _____
(Signature)

(Print or Type Name)

Date: _____

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 9.910
Cancels Third Revised Sheet No. 9.910

FPL ACCOUNT No. _____

FPL PREMISE No. _____

STANDBY AND SUPPLEMENTAL SERVICE AGREEMENT

This Agreement made this _____day of _____ , _____ , by and between, _____ , its successors and assigns (hereafter called "the Customer"), located at _____ , Florida, and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, its successors and assigns (hereafter called "the Company").

WITNESSETH

WHEREAS, the Customer is required, or has requested, to take electric Standby and/or Supplemental Service, or the Company is currently providing electric Standby and/or Supplemental Service, as defined by Rate Schedule SST-1, marked Exhibit "A", and made a part of this Agreement, and

WHEREAS, the Company is willing to provide, or to continue to provide, such Standby and/or Supplemental Service under the terms and conditions specified herein,

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. Standby Service will be rendered in compliance with all terms and conditions set forth in Rate Schedule SST-1, marked Exhibit "A", and Supplemental Service will be initially billed under Rate Schedule _____, marked Exhibit "B", both schedules are attached hereto and made a part of this agreement, or any successor schedule which may be approved from time to time by the Florida Public Service Commission.

2. The Customer agrees to the following for purposes of applying Rate Schedule SST-1 to Company supplied service:

   (a) The initial Contract Standby Demand is _____ kw, which is defined as the highest amount of Customer load served by the Customer's generation, _____ kw, less the amount of Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment, _____kw. The initial Contract Standby Demand shall not exceed the Customer's installed generation capacity and shall not be less than zero.

Contract Standby Demand =	Highest amount of Customer load served by the Customer's generation MINUS Amount of Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment

   This Contract Standby Demand will not be less than the maximum load actually served by the Customer's generation during the current month or prior 23 month period less the amount specified above as Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment.

   A Customer's Contract Standby Demand may be re-established to allow for the following adjustments:

   1. Demand reduction resulting from the installation of FPL Demand Side Management Measures or FPL Research Project efficiency measures; or
   2. Demand reductions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by FPL; or
   3. Permanent changes to customer facilities that result in a permanent loss of electric load, including any fuel substitution resulting in permanently reduced electricity consumption, upon verification by FPL.

   The re-established Contract Standby Demand shall be the higher of the actual Contract Standby Demand calculated in the next billing period following the Customer's written request or the prior Contract Standby Demand minus the calculated demand reduction. Requests to re-establish the Contract Standby Demand may be processed up to twice per calendar year when more than one efficiency measure is installed or where the same efficiency measure is installed in phases.

   (b) The amount of load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment:

   i) Must be demonstrated to the Company's satisfaction when initially established.

(Continued on Sheet No. 9.911)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: December 7, 2006

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 9.911
Cancels Fourth Revised Sheet No. 9.911

(Continued from Sheet No. 9.910)

ii) Is subject to periodic verification by the Customer upon request by the Company. If the Customer fails to confirm that the load not served by the Company is equal to that set forth in 2(a), then, at the option of the Company, the load set forth in 2(a) will be adjusted in the current and subsequent billing months to the level which was demonstrated.

(c) The minimum normal operating level of the Customer's generation equipment is_____kW. Standby Service can only be provided when the Customer's generation is less than this specified amount.

3. (a) Customers desiring to operate any electric generating equipment in parallel with the Company's system shall be responsible for providing the Company with the necessary information for the evaluation of such interconnected operation. In the event that the generating facility or facilities meet(s) the criteria for "qualifying facility" status contained in Rule 25-17.080, F.A.C., then the parties' interconnection agreement entered in accordance with Rule 25-17.087, F.A.C. shall govern all aspects of interconnected operations. The Company shall not be required to permit the parallel operation of any generating equipment that does not meet qualifying facility status criteria.

(b) The Customer shall be responsible for costs associated with interconnection equipment used to operate the generating facility either in parallel with the Company's system as specified in the interconnection agreement, or in isolation from the Company's system, including, but not limited to, responsibility for the cost associated with modifying, providing, operating, replacing, maintaining and removing all necessary lines, substations, transformers, switching and protective facilities and other equipment necessary to utilize the electric service delivered hereunder.

(c) Any arrangement for power deliveries by the Customer into the Company's system shall be the responsibility of the Customer; the Company shall review and evaluate each request on a case-by-case basis. The Company shall not be responsible for accepting such deliveries of power unless the Customer has entered into an interconnection agreement.

4. When the Customer's power supply is to be operated at any time in parallel with the Company's electric system, the Customer shall be responsible for ensuring safeguards, which are considered adequate by the Company, to the Company's system including but not limited to the Company's customers, personnel and equipment. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Customer shall indemnify and save the Company harmless from any and all claims, costs, or expense for loss, damage, or injury to persons or property (including the Customer's generation system and the Company's system) caused by or resulting from:

(a) Any act or omission by the Customer, or Customer's contractors, subcontractors, agents, servants and employees in connection with the installation or operation of the Customer's generation system or the operation thereof in connection with the Company's system;
(b) Any defect, failure of, or fault related to the Customer's generation system;
(c) The Customer's negligence or negligence of the Customer's contractors, subcontractors agents, servants and employees or;
(d) Any other event or act that is the result of, or proximately caused by, the Customer's facility.

5. When the Customer's power supply is to be operated at any time in parallel with the Company's electric system, the Customer shall deliver to the Company, at least fifteen days prior to the start of any interconnection construction, a certified copy or duplicate original of a liability insurance policy issued by a mutually acceptable insurance company authorized to do business in the State of Florida. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, this policy shall jointly protect and indemnify the Customer and the Company, its officers, employees, and representatives against all liability and expense as a result of claims and suits for injuries or damages to persons or property arising out of the interconnection with the Customer, or caused by operation of any of the Customer's equipment or by the Customer's failure to maintain its facility's equipment in satisfactory and safe operating condition.

The policy providing such coverage shall provide public liability insurance, including property damage, in an amount not less than $_____for each occurrence. Governmental entities authorized under Florida or federal law to be self-insured, in lieu of providing evidence of adequate commercial insurance, have the option of providing to the Company evidence that the applicant has established an adequate self-insurance plan to cover the obligations of indemnification referenced herein; and shall, upon request, provide such other information as the Company may deem necessary and relevant. In addition, the above required policy or self-insurance plan, if applicable, shall be endorsed with a provision whereby the insurance company or governmental entity will notify the Company at least thirty days prior to the effective date of cancellation or material change in the policy or plan.

In addition to the minimum coverage outlined above, the various commercial general liability insurance policies are subject to FPL's approval and, upon request, the Customer shall make certified copies of these various general liability insurance policies, and/or information regarding the self-insurance plan, available for inspection by FPL's Risk Management Department within fifteen (15) days of a request therefore. Any inspection of such plans or policies shall not obligate FPL to advise the Customer of any deficiencies in such plans or policies, and such inspection shall not relieve the Customer from, or be deemed a waiver of, FPL's right to insist on strict fulfillment of the Customer's obligations hereunder.

The Customer shall pay all premiums and other charges due on said policy and keep said policy in force during the entire period of interconnection with the Company.

(Continued on Sheet No. 9.912)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: December 7, 2006

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 9.912
Cancels Fourth Revised Sheet No. 9.912

(Continued from Sheet No. 9.911)

6. The Customer will allow the Company to make all necessary arrangements to meter (1) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment and, if the Customer is interconnected and operating electric generating equipment in parallel with the Company's system, (3) the capacity and energy supplied to the Company by the Customer's generation equipment. The Company shall provide and the Customer shall be required to pay the installation, operation and maintenance costs incurred by the Company for the metering equipment required in (2) and (3) described above. The Company shall retain ownership of all metering equipment.

   Where the Customer and the Company agree that the Customer's service requirements are totally standby or totally supplemental, the Company shall bill the Customer accordingly and not require Company metering of the gross demand and energy output of the Customer's generation equipment provided that where only standby service is taken, (1) the Customer and the Company agree to the maximum amount of standby service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating equipment from its own metering as is necessary to permit analysis and reporting of the load and usage characteristics of Standby and Supplemental Service.

7. The initial term of this Agreement is for a period of five years from_____,_____. The Customer shall give the Company at least five years written notice sent by certified mail before the Customer may transfer from service under Rate Schedule SST-1 to service under any other applicable retail rate schedule. Transfers, with less than five years written notice, *to an applicable retail rate schedule may be permitted if it can be shown that such transfer is in the best interests of the Customer,* the Company, and the Company's other ratepayers.

8. A new Standby and Supplemental Service Agreement may be executed (1) in the event there is an increase in the Customer's generating facilities prior to the end of this Agreement or (2) it is mutually agreed between the Company and the Customer.

9. All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified mail to the parties designated below. The parties designate the following to be notified or to whom payment shall be sent until such time as either party furnished the other party written instructions to contact another individual.

   For CUSTOMER: For FPL:

10. This Agreement supersedes all previous agreements or representations, either written, verbal, or otherwise between the Customer and the Company other than an interconnection agreement, with respect to Standby and/or Supplemental Service and the matters contained herein and constitutes the entire Agreement between the parties. In the event of a conflict between this agreement and an interconnection agreement, the interconnection agreement shall prevail.

11. This Agreement is subject to the Company's effective "General Rules and Regulations for Electric Service" and the Rules of the Florida Public Service Commission.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed the day and year set above.

Charges and Terms Accepted:

FLORIDA POWER & LIGHT COMPANY

_____
Customer (Print or type name of Organization)

By:_____
Signature (Authorized Representative)

By:_____
(Signature)

_____
(Print or type name)

_____
(Print or type name)

Title:_____

Title:_____

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: December 7, 2006

FLORIDA POWER & LIGHT COMPANY

Fifth **Revised Sheet No. 9.920**
Cancels Fourth Revised Sheet No. 9.920

FPL ACCOUNT No. _____

FPL PREMISE No. _____

INTERRUPTIBLE STANDBY AND SUPPLEMENTAL SERVICE AGREEMENT

This Agreement is made this_____day of_____,_____, by and between _____ _____(hereinafter called "the Customer"), located at_____, Florida, and FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida (hereinafter called "the Company").

WITNESSETH

For and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of the Company's Interruptible Standby and Supplemental Service Schedule ISST-1 (hereinafter called "Schedule ISST-1") as currently approved or as may be modified from time to time by the Florida Public Service Commission (hereinafter called the "Commission"). The Customer understands and agrees that, whenever reference is made in this Agreement to Schedule ISST-1, both parties intend to refer to Schedule ISST-1 as it may be modified from time to time. A copy of the Company's presently approved Schedule ISST-1 is attached hereto as Exhibit A and hereby made an integral part of this Agreement.

2. The Company and the Customer agree that Schedule ISST-1 may be modified or withdrawn subject to determinations made under Commission Rule 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions, or any other Commission determination.

3. The Customer agrees to the following for purposes of applying Schedule ISST-1 to Company supplied service:

   (a) The initial Contract Standby Demand is_____kw, which is defined as the highest amount of Customer's load served by the Customer's generation,_____kw, less the amount of Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment,_____kw. The initial Contract Standby Demand shall not exceed the Customer's installed generation capacity and shall not be less than zero.

Contract Standby Demand =	Highest amount of Customer load served by the Customer's generation MINUS Amount of Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment

   This Contract Standby Demand will not be less than the maximum load actually served by the Customer's generation during the current month or prior 23 month period less the amount specified above as Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment.

   A Customer's Contract Standby Demand may be re-established to allow for the following adjustments:

   1. Demand reduction resulting from the installation of FPL Demand Side Management Measures or FPL Research Project efficiency measures; or
   2. Demand reductions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by FPL; or
   3. Permanent changes to customer facilities that result in a permanent loss of electric load, including any fuel substitution resulting in permanently reduced electricity consumption, upon verification by FPL.

   The re-established Contract Standby Demand shall be the higher of the actual Contract Standby Demand calculated in the next billing period following the Customer's written request or the prior Contract Standby Demand minus the calculated demand reduction. Requests to re-establish the Contract Standby Demand may be processed up to twice per calendar year when more than one efficiency measure is installed or where the same efficiency measure is installed in phases.

   (b) The amount of load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment:

      i) Must be demonstrated to the Company's satisfaction when initially established.

(Continued on Sheet No. 9.921)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: December 7, 2006

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 9.921
Cancels Third Revised Sheet No. 9.921

(Continued from Sheet No. 9.920)

ii) Is subject to periodic verification by the Customer upon request by the Company. If the Customer fails to confirm that the load not served by the Company is equal to that set forth in 2(a), then, at the option of the Company, the load set forth in 2(a) will be adjusted in the current and subsequent billing months to the level which was demonstrated.

(c) The minimum normal operating level of the Customer's generation equipment is_____kw. Standby Service con only be provided when the Customer's generation is supplying less than this specified amount.

4. The Customer agrees to a "Firm Standby Demand" level of _____kw during the periods when the Company is interrupting the Customer's service. This "Firm Standby Demand" level shall not be exceeded during periods when the Company is interrupting load. Upon mutual agreement of the Company and the Customer, the Customer's Firm Standby Demand may subsequently be raised or lowered, as long as the change in the "Firm Standby Demand" level is not a result of a transfer of load from the interruptible portion of the Customer's load. The Customer shall notify the Company upon adding firm load.

5. The Customer will allow the Company to make all necessary arrangements to meter (1) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment to the load served by the Customer and, if the Customer is interconnected and operating electric generating equipment in parallel with the Company's system, (3) the capacity and energy supplied to the Company by the Customer's generation equipment. The Company shall provide and the Customer shall be required to pay the installation, operation and maintenance costs incurred by the Company for the metering equipment required in (2) and (3) described above. The Company shall retain ownership of all metering equipment.

Where the Customer and the Company agree that the Customer's service requirements are totally standby or totally supplemental, the Company shall bill the Customer accordingly and not require Company metering of the gross demand and energy output of the Customer's generation equipment provided that where only standby service is taken, (1) the Customer and the Company agree to the maximum amount of standby service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating equipment from its own metering as is necessary to permit analysis and reporting of the load and usage characteristics of service provided pursuant to Schedule ISST-1.

6. Prior to the Customer's receipt of service under Schedule ISST-1 the Customer must provide the Company access to inspect any and all of the Customer's interruptible equipment, and must also have received approval from the Company that said equipment is satisfactory to interrupt the Customer's load. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation, maintenance and repair of the equipment. The Customer shall be responsible for maintaining the Customer's interruptible equipment and shall provide the Company access at any reasonable time to inspect the condition of the equipment for purposes of determining whether the interruptible equipment is satisfactory to interrupt the Customer's interruptible load. It is expressly understood that the initial approval and later inspections by the Company are not for the purpose of, and are not to be relied upon by the Customer for, determining whether the interruptible equipment has been adequately maintained or is in compliance with any applicable electrical code standards or legal requirements.

7. Upon completion of the installation of the interruptible equipment, a test of this equipment will be conducted at a time and date mutually agreeable to the Company and the Customer. The test will consist of a period of interruption of not less than one hour. Effective upon the completion of the testing of the interruptible equipment, the Customer will agree to a "Firm Standby Demand". Service under Schedule ISST-1 cannot commence prior to the successful completion of the test.

8. In order to minimize the frequency and duration of interruptions under Schedule ISST-1, the Company will attempt to obtain reasonably available additional capacity and/or energy under the Continuity of Service Provision in Schedule ISST-1. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Customers during a capacity shortage; in other words, the Company is not obligated to account for or otherwise reflect in its generation and transmission planning and construction the possibility of providing capacity and/or energy under the Continuity of Service Provision. Customers receiving service under Schedule ISST-1 may elect to continue taking service under the Continuity of Service Provision and it will be provided only if such capacity and/or energy can be obtained by the Company and can be transmitted and distributed to non-firm Customers without any impairment of the Company's system or service to other firm Customers. The Company shall not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur in the events (a) Company is unable to obtain reasonably available additional capacity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested or (b) the capacity cannot be transmitted and distributed to non-firm Customers without any impairment of the Company's system or service to other firm Customers. The Customer elects / does not elect to continue taking service under the Continuity of Service Provision. The Company shall not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur as a result of a Customer that does not elect to continue taking service under the Continuity of Service Provision. The Customer may countermand the election specified above by providing written notice to the Company pursuant to the guidelines set forth in Schedule ISST-1. The Company's obligations under this paragraph 8 are subject to the terms and conditions specifically set forth in ScheduleISST-1.

9. The Customer agrees to be responsible for the determination that all electrical equipment to be interrupted is in good repair and working condition. The Company shall not be responsible for the repair, maintenance or replacement of the Customer's equipment.

10. (a) Customers desiring to operate any electric generating equipment in parallel with the Company's system shall be responsible for providing the Company with the necessary information for the evaluation of such interconnected operation. In the event that the generating facility or facilities meet(s) the criteria for "qualifying facility" status contained in Rule 25-17.080, F.A.C., then the parties' interconnection agreement entered in accordance with Rule 25-17.087, F.A.C. shall govern all aspects of interconnected operations. The Company shall not be required to permit the parallel operation of any generating equipment that does not meet qualifying facility status criteria.

(Continued on Sheet No. 9.922)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Sixth Revised Sheet No. 9.922
Cancels Fifth Revised Sheet No. 9.922

(Continued from Sheet No. 9.921)

(b) The Customer shall be responsible for costs associated with interconnection equipment used to operate the generating facility either in parallel with the Company's system as specified in the interconnection agreement, or in isolation from the Company's system, including, but not limited to, responsibility for the cost associated with modifying, providing, operating, replacing, maintaining and removing all necessary lines, substations, transformers, switching and protective facilities and other equipment necessary to utilize the electric service delivered hereunder.

(c) Any arrangement for power deliveries by the Customer into the Company's system shall be the responsibility of the Customer; the Company shall review and evaluate each request on a case-by-case basis. The Company shall not be responsible for accepting such deliveries of power unless the Customer has entered into an interconnection agreement.

11. When the Customer's power supply is to be operated at any time in parallel with the Company's electric system, the Customer shall be responsible for ensuring safeguards, which are considered adequate by the Company, to the Company's system including but not limited to the Company's customers, personnel and equipment. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Customer shall indemnify and save the Company harmless from any and all claims, costs, or expense for loss, damage, or injury to persons or property (including the Customer's generation system and the Company's system) caused by or resulting from:

(a) Any act or omission by the Customer, or Customer's contractors, subcontractors, agents, servants and employees in connection with the installation or operation of the Customer's generation system or the operation thereof in connection with the Company's system;
(b) Any defect in, failure of, or fault related to the Customer's generation system;
(c) The Customer's negligence or negligence of the Customer's contractors, subcontractors agents, servants and employees or;
(d) Any other event or act that is the result of, or proximately caused by, the Customer's facility.

12. When the Customer's power supply is to be operated at any time in parallel with the Company's electric system, the Customer shall deliver to the Company, at least fifteen days prior to the start of any interconnection construction, a certified copy or duplicate original of a liability insurance policy issued by a mutually acceptable insurance company authorized to do business in the State of Florida. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, this policy shall jointly protect and indemnify the Customer and the Company, its officers, employees, and representatives against all liability and expense as a result of claims and suits for injuries or damages to persons or property arising out of the interconnection with the Customer, or caused by operation of any of the Customer's equipment or by the Customer's failure to maintain its facility's equipment in satisfactory and safe operating condition.

The policy providing such coverage shall provide public liability insurance, including property damage, in an amount not less than $_____for each occurrence. Governmental entities authorized under Florida or federal law to be self-insured, in lieu of providing evidence of adequate commercial insurance, have the option of providing to the Company evidence that the applicant has established an adequate self-insurance plan to cover the obligations of indemnification referenced herein; and shall, upon request, provide such other information as the Company may deem necessary and relevant. In addition, the above required policy or self-insurance plan, if applicable, shall be endorsed with a provision whereby the insurance company or governmental entity will notify the Company at least thirty days prior to the effective date of cancellation or material change in the policy or plan.

In addition to the minimum coverage outlined above, the various commercial general liability insurance policies are subject to FPL's approval and, upon request, the Customer shall make certified copies of these various general liability insurance policies, and/or information regarding the self-insurance plan, available for inspection by FPL's Risk Management Department within fifteen (15) days of a request therefore. Any inspection of such plans or policies shall not obligate FPL to advise the Customer of any deficiencies in such plans or policies, and such inspection shall not relieve the Customer from, or be deemed a waiver of, FPL's right to insist on strict fulfillment of the Customer's obligations hereunder.

The Customer shall pay all premiums and other charges due on said policy and keep said policy in force during the entire period of interconnection with the Company.

13. The initial term of this Agreement is for a period of five (5) years from_____. The Customer shall give the Company at least five (5) years written notice sent by certified mail before the Customer may transfer from service under Rate Schedule ISST-1 to service under a firm retail rate schedule. Transfers, with less than five (5) years written notice, to an applicable retail rate schedule may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company, and the Company's other customers.

14. If the Customer no longer wishes to receive any type of electric service from the Company, the Customer may terminate this Agreement by giving thirty (30) days advance written notice to the Company.

(Continued on Sheet No. 9.923)

Issued by: S. E. Roming, Director, Rates and Tariffs
Effective July 1, 2006

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 9.923
Cancels Fourth Revised Sheet No. 9.923

(Continued from Sheet No. 9.922)

15. If the Customer has entered into a contractual agreement to sell firm capacity and energy from the Customer's generation to the Company, and the Customer cannot restart its generation equipment without power supplied by the Company, the Customer must receive Standby and Supplemental Service under the Company'sScheduleSST-1.

16. The Company may terminate this Agreement at any time if the Customer fails to comply with the terms and conditions of Schedule ISST-1 or this Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate this Agreement at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under the Schedule ISST-1, bill the Customer under the otherwise applicable firm service rate schedule and apply the rebilling and penalty provisions enumerated under TERM OF SERVICE in Schedule ISST-1.

17. A new Interruptible Standby and Supplemental Service Agreement may be executed (1) in the event there is an increase in the Customer's generating capacity prior to the end of this Agreement or (2) it is mutually agreed between the Company and the Customer.

18. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of an interruption of electric service pursuant to the terms of Schedule ISST-1 by remote control or otherwise.

19. This agreement may not be assigned by the Customer without the prior written consent of the Company.

20. All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified mail to the parties designated below. The parties designate the following to be notified or to whom payment shall be sent until such time as either party furnished the other party written instructions to contact another individual.

21. This Agreement supersedes all previous agreements or representations, either written, verbal, or otherwise between the Customer and the Company other than an interconnection agreement, with respect to Interruptible Standby and/or Supplemental Service and the matters contained herein and constitutes the entire Agreement between the parties. In the event of a conflict between this agreement and an interconnection agreement, the interconnection agreement shall prevail.

22. This Agreement is subject to the Company's effective "General Rules and Regulations for Electric Service" and the Rules of the Florida Public ServiceCommission.

IN WITNESS WHEREOF the Customer and the Company have caused this Agreement to be executed by their duly authorized officers as of the day and year set above.

Charges and Terms Accepted:

_____	**FLORIDA POWER & LIGHT COMPANY**
Customer (Print or type name of Organization)	
By:_____	By:_____
Signature (Authorized Representative)	(Signature)
_____	_____
(Print or type name)	(Print or type name)
Title:_____	Title:_____

Issued by: S. E. Roming, Director, Rates and Tariffs
Effective July 1, 2006

FLORIDA POWER & LIGHT COMPANY

Sixth Revised Sheet No. 9.930
Cancels Fifth Revised Sheet No. 9.930

MEDICALLY ESSENTIAL SERVICE – TERMS AND CONDITIONS

In order for Florida Power & Light Company to determine whether a customer is eligible for designation as a Medically Essential Service ("MES") Customer, Part A must be completed and signed by the Customer and the Patient or Guardian (if other than the Customer). Part B is to be completed by the Patient's physician and the entire form consisting of both Part A and Part B returned directly to FPL.

To the best of my knowledge and belief, the Patient identified in Part A of the application is medically dependent on electric-powered equipment that must be operated continuously or as circumstances require as specified by the Patient's physician to avoid the loss of life or immediate hospitalization. The Patient is a permanent resident at the Service Address identified above. I agree to notify FPL when this equipment is no longer in use. FPL has fully explained how my account will be handled regarding any collection action due to non-payment of the bill. **I understand that FPL does not guarantee uninterrupted service or assign a priority status to my account for service restoration during outages. I understand that I must be prepared with backup medical equipment and/or power and a planned course of action in the event of prolonged outages.** I agree that FPL, upon request of federal, state, or local governmental authorities whose duties or functions include emergency response or disaster relief or prevention, or private entities authorized by congressional charter to assist in disaster relief efforts, may disclose to such requesting entity the following MES information: the MES Customer name and service address. However, I also understand that FPL may not receive any such requests for this MES information and that FPL has no obligation to release this MES information to any such entity. In order to be excluded from the disclosure by FPL of the MES information on this form, I must contact FPL to request a Notice of Exclusion From Disclosure. The Notice of Exclusion From Disclosure must be returned to FPL, as provided with the Notice of Exclusion From Disclosure, and will be effective upon FPL's receipt of such properly completed Notice. If I wish to ensure that the MES and/or any additional information regarding the Patient's condition is furnished to any such entity, I will contact the relevant authorities and provide the MES and/or additional information myself. **I agree to hold FPL harmless from any claim based on or related to the disclosure of my information by or to FPL, or any failure of FPL to disclose the MES information whether advertent or inadvertent and whether or not the MES information was requested.**

WARNING – PART A – CUSTOMER APPLICATION: Knowingly making a false or misleading statement in completing the Customer Application could result in the denial or termination of the medically essential service certification.

This certificate shall be deemed valid for a period of twelve (12) months form the date the certificate is accepted by FPL for purposes of determining that a customer qualifies as a Medically Essential Service Customer within the meaning of Section 1.65 of the Company's General Rules and Regulations for Electric Service, or that such designation should be renewed. FPL reserves the right to verify the accuracy of the information provided on this Physician's Certificate.

(Continued on sheet No. 9.931)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.931
Cancels Original Sheet No. 9.931

(Continued from sheet 9.930)

PART A: CUSTOMER APPLICATION

FPL Account No.:_____

Customer Name:_____

Service Address:_____

City, State, Zip:_____

Daytime Area Code & Telephone Nos.: ( )_____-_____and /or ( )_____-_____

Name of Patient Using Equipment:_____Patient's Physician: _____

I agree to Terms and Conditions

Customer Signature:_____Date: _____

Patient/Guardian Signature:_____Date: _____

PART B: PHYSICIAN'SCERTIFICATE

Physician's Name:_____**Physician's License #:** _____

Physician's Address: _____

Physician's Area Code & Telephone Nos.:( )_____-_____and/or ( )_____-_____

I,_____, duly licensed and authorized to practice medicine in the
[Name of physician]

State of Florida, hereby certify that_____,
[Name of patient]

who resides at _____,
[Patient's place of residence]

is under my care, and/or has consulted with me within the past 12 months, and depends upon electric-powered equipment as follows that must be operated continuously or as circumstances require in order to avoid the loss of his/her life or serious medical complications.

_____

_____

The patient uses this equipment____hours within each twenty-four (24) hour period. The following medical condition is why, in my opinion, this patient needs the continuous or specified use of this equipment.

_____

Physician's Signature:_____Date: _____

WARNING – PART B – PHYSICIAN'S CERTIFICATE: False certification of medically essential service by a physician is a violation of s. *458.331(1)(h) or s. 459.015(1)(i), Fla. Stat.* and constitutes grounds for discipline, penalties and /or enforcement.

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: May 17, 2018

Return to FPL at:_____.
This Notice of Exclusion From Disclosure will be effective upon FPL's receipt of this properly completed Notice and will remain in effect until FPL is advised by the customer in writing to discontinue this Notice of Exclusion From Disclosure, regardless of any transfer of service to a different service address and/or a different FPL Account Number.

FLORIDA POWER & LIGHT COMPANY
MEDICALLY ESSENTIAL SERVICE NOTICE
OF EXCLUSION FROM DISCLOSURE

Date:_____ **FPL Account No.:**_____
Customer Name:_____ **FPL Customer Number:**_____
Service Address:_____
City, State, Zip:_____
Daytime Area Code & Telephone Nos.: ( ) _____ **and/or** ( ) _____ - _____
Name of Patient Using Equipment:_____ **Patient's Physician:** _____

I understand that FPL may be requested to furnish customer names and service addresses of customers who are designated as Medically Essential Service customers, as provided in the Customer Application for Medically Essentially Service, to federal, state, or local governmental authorities whose duties or functions include emergency response or disaster relief or prevention, or private entities authorized by congressional charter to assist in disaster relief efforts. **I hereby direct FPL NOT TO DISCLOSE such information relative to the FPL Customer Number specified above.** I understand and agree that because of my directive to FPL, such requesting agency(ies) will not have any information regarding the medically essential service designation for my electric service specified above unless and until it is specifically provided by me. If I wish to ensure that information regarding the medically essential service designation for this electric service is furnished to any such entity, I will contact the relevant authorities and provide the information myself. **I agree to hold FPL harmless from any claim based on or related to the lack of disclosure of my information including any personal injury or harm that may be a result of this lack of disclosure to such requesting entities for the purpose of emergency response or disaster relief or prevention.**

_____ Date _____, 20 _____
Signature of FPL Customer

_____ Date_____, 20 _____
Signature of Patient or Guardian (if other than Customer)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: June 29, 2004

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 9.946
Cancels Second Revised Sheet No. 9.946

PERFORMANCE GUARANTYAGREEMENT

FPL Work Order No. _____
_____
_____

This Performance Guaranty Agreement ("Agreement"), made this _____ day of _____20____, is by and between _____ (hereinafter "Applicant") and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, (hereinafter the "Company").

WITNESSETH:

Whereas, in connection with the property located at_____, in _____, Florida (the "Premises"), Applicant has requested that Company install electric infrastructure in order to provide electric service to the Premises;

Whereas, Applicant's estimate of the electric power needs of the Premises will require an expansion of Company's present electric system and, due to their nature, location, voltage, or other characteristics, the requested facilities are not likely to be required by other customers within five years following the requested date for the proposed system expansion;

Whereas, because of the uncertainty that Company will fully recover its investment in such infrastructure expansion should the Customer's projected load not materialize and the need to avoid placing the burden for those costs on Company's other customers; and

Whereas, Applicant is willing to provide assurance that Company will recover its investment in the expansion of Company's electric system based on Applicant's projections in the event that sufficient revenue from service to the Premises is not realized;

Now, therefore, in recognition of the foregoing premises and in consideration of the covenants and promises set forth herein below, Company and Applicant do hereby agree as follows:

ARTICLE I - DEFINITIONS

1.1 "Base Revenue" is the portion of electric revenue received by Company during the Performance Guaranty Period for electric service to the Premises consisting only of applicable base demand charges, base non-fuel energy charges, and facilities rental charges, if applicable. Base Revenue excludes, without limitation, capacity payment, customer, conservation, environmental, and fuel charges, franchise fees, and taxes.

1.2 "Performance Guaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the fourth anniversary of the In-Service Date ("Expiration Date").

ARTICLE II - PERFORMANCE GUARANTYAMOUNT

2.1 The amount of the Performance Guaranty is the total cost of facilities to be installed to serve the Premises, as estimated by Company, less the amount of Contribution In Aid of Construction paid, if any, by the Applicant pursuant to Company's General Rules and Regulations for Electric Service.

(Continued on Sheet No. 9.947)

(Continued from Sheet No. 9.946)

= $_____Estimated total cost of facilities to be installed to serve the Premises
- $_____Contribution In Aid of Construction (CIAC) paid by Applicant
- $_____Engineering Deposit if applicable
= $_____Performance Guaranty

The Applicant shall provide the above-specified Performance Guaranty to Company prior to Company installing the facilities to ensure that the Base Revenue justifies Company's investment.

2.2 This Agreement does not apply in lieu of CIAC. Nothing in this Agreement shall be construed as prohibiting Company from collecting from Applicant a CIAC for underground service, where otherwise applicable.

2.3 The facilities to be installed to serve the Premises, together with their estimated costs, are shown on Exhibit A of this Agreement.

ARTICLE III - PAYMENT AND REFUND

3.1 At Applicant's option, the Performance Guaranty may be posted with Company in cash, or may be secured either by a surety bond or irrevocable bank letter of credit in a form acceptable to Company. At the end of Performance Guaranty Period, or upon termination of service by Applicant, whichever is earlier, if the Base Revenue is less than the Performance Guaranty, Applicant shall pay to Company the Performance Guaranty, less the amount of Base Revenue.

3.2 If, during the Performance Guaranty Period, Base Revenue equals or exceeds the Performance Guaranty and Applicant secured the Performance Guaranty through a surety bond, or irrevocable letter of credit, such bond or letter of credit shall be released or cancelled, or the amount secured by such instrument shall be reduced by the amount of the Performance Guaranty, as applicable.

3.3 If the Applicant elects to post the Performance Guaranty in cash, the Company agrees on a quarterly basis to reduce the Performance Guaranty cash balance by the amount of the previous month's Base Revenue charges and refund the same amount to Applicant, until such time the Performance Guaranty cash balance is depleted.

3.4 In the event that Company's construction of facilities shown on Exhibit A commences but is not completed due to a change in Applicant's plans or other circumstances related to the Premises that are not within Company's control, or if twelve months following the effective date of this Agreement Company has been unable to complete the requested installation and provide an In-Service Date due to changes or delays in Applicant's schedule or plans, Company shall be immediately entitled to an amount of the Performance Guaranty equal to Company's construction expenditures incurred in connection with this Agreement. Thereafter, Company may elect to terminate this Agreement and the balance, if any, of the Performance Guaranty will be refunded if Applicant posted a cash Performance Guaranty.

ARTICLE IV – TERM OFAGREEMENT

The term of this Agreement shall commence on the date first above written and end on the Expiration Date, or on the date Base Revenue equals the Performance Guaranty, whichever is earlier, unless terminated earlier pursuant to Section 3.04.

(Continued on Sheet No. 9.948)

(Continued from Sheet No. 9.947)

ARTICLE V - FINALSETTLEMENT

Upon the termination or expiration of this Agreement, any portion of the Performance Guaranty not previously refunded or otherwise eligible for refund under the terms of this Agreement shall be retained by Company, and any remaining balance of the Performance Guaranty that is subject to a letter of credit or surety bond shall become immediately due and payable.

ARTICLE VI - TITLE ANDOWNERSHIP

Title to and complete ownership and control over the above-referenced expansion shall at all times remain with Company and Company shall have the right to use the same for the purpose of serving other customers.

ARTICLE VII - ENTIREAGREEMENT

This Agreement supersedes all previous agreements, or representations, whether written or oral, between Company and Applicant, made with respect to the matters herein contained, and when duly executed constitutes the entire agreement between the parties hereto.

ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, but Applicant shall not assign this Agreement without first having obtained the written consent of Company, such consent not to be unreasonably withheld.

ARTICLE IX – SUBJECT TO FPSC RULES

This Agreement is subject to the Rules and Orders of the FPSC and to Company's Electric Tariff, including, but not limited to the General Rules and Regulations for Electric Service (collectively "Regulations"), as such Regulations are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the Regulations, the provisions of said Regulations shall control, as they are now written, or as they may be hereafter revised, amended or supplemented, and, at Company's request, Customer agrees to conform this Agreement to such provisions, or enter into a new Agreement reflecting such provisions. This Agreement shall not be used in lieu of applicable requirements set forth in the Regulations pertaining to contributions in aid of construction, advances ordeposits.

In Witness Whereof, Applicant and Company hereby have caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted by:

	FLORIDA POWER & LIGHT COMPANY
Applicant (Print/Type Name of Organization)	
By:_	By:_____ Signature (Authorized Representative)
	Signature (Authorized Representative)
_____	_____
(Print or Type Name)	(Print or Type Name)
Title: _____	Title: _____

PERFORMANCE GUARANTY AGREEMENT FOR INCREMENTAL CAPACITY

This Performance Guaranty Agreement for Incremental Capacity ("Agreement"), made this _____day_____of_____20_____, is by_____ and between _____ (hereinafter "Applicant") and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, (hereinafter the "Company").

WITNESSETH:

Whereas, in connection with the property located at_____, in _____, Florida (the "Premises"), Applicant has requested that Company install electric infrastructure in order to provide electric service to the Premises;

Whereas, Applicant's estimate of the electric power needs of the Premises will require an expansion of Company's present electric system to provide capacity above and beyond that which typically would be necessary for service to the Premises;

Whereas, because of the uncertainty associated with Applicant's projections of the electric power needs of the Premises, Company may not fully recover its investment in such infrastructure expansion, thus potentially burdening Company's other electric customers; and

Whereas, Applicant is willing to provide assurance that Company will recover its investment in the expansion of Company's electric system based on Applicant's projections in the event that the estimated load at the Premises does not materialize;

Now, therefore, in recognition of the foregoing premises and in consideration of the covenants and promises set forth herein below, Company and Applicant do hereby agree as follows:

ARTICLE I - DEFINITIONS

1.1 "Base Revenue" is the portion of electric revenue received by Company for electric service to the Premises consisting only of applicable base demand charges, base non-fuel energy charges, and facilities rental charges, if applicable. Base Revenue excludes, without limitation, capacity payment, customer, conservation, environmental, and fuel charges, franchise fees, and taxes.

1.2 "Baseline Base Revenue" is the estimated portion of Base Revenue received during the Performance Guaranty Period that Company attributes to Baseline Capacity. Baseline Base Revenue is calculated by multiplying the Baseline Capacity (as defined in Section 1. 3) by the base demand charge and adding to that amount the product of Baseline Capacity, actual load factor, the number of hours in the billing period, and the applicable base non-fuel energy charge.

1.3 "Baseline Capacity", as determined by Company, is (a) the currently existing capacity where Company has in place facilities ready and available to provide electric service to the Premises albeit at a lower level of capacity than requested; or (b) the amount of capacity necessary to provide service to a more typical level of load given the location and/or type of facility or building, where Company does not have in place facilities ready and available to provide electric service to the Premises.

(Continued on Sheet No. 9.951)

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 9.951
Cancels Second Revised Sheet No. 9.951

(Continued from Sheet No. 9.950)

1.4 "Incremental Base Revenue" is actual Base Revenue received during the Performance Guaranty Period for electric service rendered to the Premises in excess of Baseline Base Revenue.

1.5 "Incremental Capacity," as determined by Company, is the positive difference, if any, between Baseline Capacity and the amount of capacity (measured in kW) necessary to meet Applicant's projections of electric load at the Premises.

1.6 "Performance Guaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the third anniversary of the In-Service Date ("Expiration Date").

ARTICLE II - PERFORMANCE GUARANTY AMOUNT

2.1 For purposes of this Agreement, the derivation of Incremental Capacity is shown in the following table.

Incremental Capacity (1)	Existing Structure (2)	New Structure (3)	Total Structure (2)+(3)
a. Square Footage			
b. Requested watts/sq ft			
c. Baseline Capacity watts/sq ft			
d. Requested Capacity (in kW) (a * b / 1000)			
e. Baseline Capacity (in kW) (a * c / 1000)			
f. Incremental Capacity (in kW) (d - e)			

2.2 The amount of the Performance Guaranty is the cost, as determined by Company, of the Incremental Capacity multiplied by a factor of 1.52. The cost of the Incremental Capacity is the positive difference, if any, between Company's estimated cost of providing the requested level of capacity and Baseline Capacity. Applicant agrees to provide Company a Performance Guaranty in the amount specified in the table below prior to Company installing the facilities necessary to provide the Incremental Capacity to serve the Premises.

Performance Guaranty (1)	Existing Structure (2)	New Structure (3)	Total Structure (2 + 3)
a. Cost of requested capacity			
b. Cost of Baseline Capacity	-0-		
c. Incremental cost (a – b)			
d. Present value factor	1.37	1.37	1.37
e. Performance Guaranty (c * d)			

(Continued on Sheet No. 9.952)

(Continued from Sheet No. 9.951)

ARTICLE III - PAYMENT ANDREFUND

3.1 At Applicant's option, the Performance Guaranty may be posted with Company in cash, or may be secured either by a surety bond or irrevocable bank letter of credit in a form acceptable to Company. At the end of Performance Guaranty Period, or upon termination of service by Applicant, whichever is earlier, if the Incremental Base Revenue is less than the Performance Guaranty, Applicant shall pay to Company the Performance Guaranty, less the amount of Incremental Base Revenue.

3.2 If, during the Performance Guaranty Period, Incremental Base Revenue equals or exceeds the Performance Guaranty and Applicant secured the Performance Guaranty through a surety bond, or irrevocable letter of credit, such bond or letter of credit shall be released or cancelled, or the amount secured by such instrument shall be reduced by the amount of the Performance Guaranty, as applicable.

3.3 If the Applicant elects to post the Performance Guaranty in cash, the Company agrees on a monthly basis to reduce the Performance Guaranty cash balance by the amount of the previous month's Incremental Base Revenue charges and credit the same amount to Applicant's previous monthly electric service billing, until such time the Performance Guaranty cash balance is depleted.

3.4 In the event that Company's construction of facilities shown on Exhibit A commences but is not completed due to a change in Applicant's plans or other circumstances related to the Premises that are not within Company's control, or if twelve months following the effective date of this Agreement Company has been unable to complete the requested installation and provide an In-Service Date due to changes or delays in Applicant's schedule or plans, Company shall be immediately entitled to an amount of the Performance Guaranty equal to Company's construction expenditures incurred in connection with this Agreement. Thereafter, Company may elect to terminate this Agreement and the balance, if any, of the Performance Guaranty will be refunded if Applicant posted a ash Performance Guaranty.

ARTICLE IV – TERM OF AGREEMENT

The term of this Agreement shall commence on the date first above written and end on the Expiration Date, or on the date Incremental Base Revenue equals the Performance Guaranty, whichever is earlier, unless terminated earlier pursuant to Section 3. 4.

ARTICLE V - FINAL SETTLEMENT

Upon the termination or expiration of this Agreement, any portion of the Performance Guaranty not previously refunded or otherwise eligible for refund under the terms of this Agreement shall be retained by Company, and any remaining balance of the Performance Guaranty that is subject to a letter of credit or surety bond shall become immediately due and payable.

ARTICLE VI - TITLE AND OWNERSHIP

Title to and complete ownership and control over the above-referenced expansion shall at all times remain with Company and Company shall have the right to use the same for the purpose of serving other customers.

ARTICLE VII - ENTIRE AGREEMENT

This Agreement supersedes all previous agreements, or representations, whether written or oral, between Company and Applicant, made with respect to the matters herein contained, and when duly executed constitutes the entire agreement between the parties hereto.

(Continued on Sheet No. 9.953)

(Continued from Sheet No. 9.952)

ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, but Applicant shall not assign this Agreement without first having obtained the written consent of Company, such consent not to be unreasonably withheld.

ARTICLE IX – SUBJECT TO FPSC RULES

This Agreement is subject to the Rules and Orders of the FPSC and to FPL's Electric Tariff, including, but not limited to the General Rules and Regulations for Electric Service (collectively "Regulations"), as such Regulations are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the Regulations, the provisions of said Regulations shall control, as they are now written, or as they may be hereafter revised, amended or supplemented, and, at Company's request, Customer agrees to conform this Agreement to such provisions, or enter into a new Agreement reflecting such provisions. This Agreement shall not be used in lieu of applicable requirements set forth in the Regulations pertaining to contributions in aid of construction, advances or deposits.

In Witness Whereof, Applicant and Company hereby have caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted by:

_____	**FLORIDA POWER & LIGHTCOMPANY**
Applicant (Print/Type Name of Organization)	
By:_____	By:_____
Signature (Authorized Representative)	Signature (Authorized Representative)
_____	_____
(Print or Type Name)	(Print or Type Name)
Title:_____	Title: _____

LLCS SERVICE AGREEMENT

This LLCS Service Agreement ("**Agreement**") is made and entered into as of this _____ day of _____,_____ (the "**Effective Date**") by and between _____ ("**Customer**") and Florida Power & Light Company ("**Company**"). Company and Customer are hereinafter each referred to individually as a "**Party**" and together as the "**Parties**."

WITNESSETH

WHEREAS, the Company is an electric utility operating under Chapter 366, Florida Statutes, subject to the jurisdiction of the Florida Public Service Commission or any successor agency thereto ("**Commission**");

WHEREAS, the Customer is _____;

WHEREAS, the Customer seeks retail electric service for a proposed facility projected to have new or incremental load of 50 MW or more at a Single Location and a projected Load Factor of 85% or more at a Single Location (hereinafter, "**Customer Facility**");

WHEREAS, Customer has provided a deposit(s) to Company for purposes of undertaking and completing system impact and engineering studies ("**System Studies**"), as applicable, associated with interconnecting and serving the Customer Facility; and

WHEREAS, the Customer Facility is required to receive electric service under the Company's Rate Schedule LLCS-[1 or 2].

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Company and Customer agree as follows:

AGREEMENT

1. General Provisions.

1.1. The foregoing recitals are true and correct, form a material part of this Agreement upon which the Parties relied, and are hereby incorporated by reference into this Agreement.

1.2. Rules of Construction. For purposes of this Agreement, (i) terms defined in the singular include the plural and vice versa, and terms used in the masculine include the feminine and neuter and vice versa; (ii) references to "Articles," "Sections," "Exhibits," and "Attachments" are to articles or sections of, or exhibits or attachments to, this Agreement; (iii) all references to a particular entity include that entity's successors and permitted assigns; (iv) the words "herein," "hereof," and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection; (v) all accounting terms not specifically defined in this Agreement are to be construed in accordance with generally accepted accounting principles in the United States, consistently applied; (vi) references to this Agreement include the appendices, Exhibits, Attachments, annexes, schedules, and other attachments to this Agreement, as the same may be amended, supplemented, replaced, restated, or otherwise modified from time to time; (vii) references to any agreement or form mean such agreement or form as may be amended, restated, supplemented, or otherwise modified from time to time; (viii) the word "including," when used in this Agreement, means including without limitation; (ix) references to "Dollars" and the symbol "$" mean U.S. Dollars; (x) references to any Governmental Authority include any successor to its applicable functions; and (xi) references to any Applicable Law include any amendments, successor, or replacement thereto. Other terms used in this Agreement but not so defined will have meanings as commonly used in the English language and, where applicable, in Prudent Utility

(Continued on Sheet No. 9.961)

(Continued from Sheet No. 9.960)

Practice. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings.

1.3. Good Faith and Fair Dealing. The Parties will act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (a) where the consent, approval, or similar action is required by a Party, such consent or approval will not be unreasonably withheld, conditioned, or delayed; and (b) wherever a Party has the right to determine, require, specify, or take similar action with respect to a matter, such determination, requirement, specification, or similar action will be reasonable.

1.4. Other Agreements and Rights.

1.4.1. In the event Customer enters into any agreements with Company or an Affiliate of Company in addition to this Agreement, the Parties acknowledge and agree that such agreements will be deemed to be separate and free-standing contracts that do not alter the terms of this Agreement except to the extent specified therein, nor will the terms of this Agreement be deemed to alter the terms of any other contract between the Company or Affiliate of Company and Customer.

1.4.2. This Agreement will apply to interconnections of and electric service to load located on Customer's side of the Point of Delivery.

1.4.3. This Agreement is not applicable to, and does not provide for the interconnection or delivery of, back-up or alternative generation located on the Customer's side of the Point of Delivery that serves the Customer Facility (such generation, "**Behind the Meter Generation**"). Except as necessary to prevent damage to the Company Facilities or the Company System, under no circumstances including during an Emergency, will Behind the Meter Generation be delivered to and injected into the Company System unless otherwise mutually agreed to by separate agreement between Company and Customer consistent with all Applicable Law and the Company Tariff.

2. Definitions.

2.1. "**Affiliate**" means with respect to a corporation, partnership, or other entity, each such other corporation, partnership, or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership, or other entity.

2.2. "**Applicable Law**" means all duly promulgated applicable federal, state, and local laws, statutes, treaties, codes, ordinances, regulations, rules, certificates, decrees, judgments, directives, or judicial or administrative orders, permits, and other duly authorized actions of any Governmental Authority having jurisdiction over a Party or the Parties, as applicable, their respective facilities and/or the respective services they provide.

2.3. "**Behind the Meter Generation**" has the meaning set forth in Section 1.4.3.

2.4. "**Business Day**" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

2.5. "**Change of Control**" means (i) any transfer, assignment or acquisition of the ownership, of more than fifty percent (50%) of the equity of, or any other ownership interest in, a Party to a Person that was not an Affiliate of the Party immediately prior to such transfer, assignment, or acquisition, or (ii) a change in the direct or indirect ownership of a Party such that upon the occurrence of such change, one or more Persons that were not Affiliates of such Party immediately prior to such change have the power, right or authority to direct, or cause the direction of, the management and policies of such Party.

2.6. "**CIAC Payments**" has the meaning set forth in Section 12.

2.7. "**Commercially Reasonable**" or "**Commercially Reasonable Efforts**" means, with respect to any action to be taken or attempted by a Party under this Agreement, the level of effort in light of the facts known to such Party at the time a decision is made that: (a) can reasonably be expected to accomplish the desired action at a reasonable cost; (b) is consistent with Prudent Utility Practices; and (c) takes into consideration the amount of advance notice required to take such action, the duration and type of action, and the competitive environment in which such action occurs.

2.8. "**Commission**" has the meaning set forth in the preamble of this Agreement.

(Continued on Sheet No. 9.962)

(Continued from Sheet No. 9.961)

2.9. "**Company**" has the meaning set forth in the preamble of this Agreement.

2.10. "**Company Entities**" means the officers, directors, employees, agents, and Affiliates of the Company.

2.11. "**Company Facilities**" means the transmission voltage equipment, apparatus, and devices owned by Company for purposes of providing retail electric service at transmission voltage and for interconnection to the Customer Facilities at the Point of Delivery, and Company's metering, relays, electric energy collection network, and generation control equipment.

2.12. "**Company System**" means (a) the Company's transmission system; (b) the Company's distribution system; and (c) the Company's generation resources and assets; and (d) the Company Facilities.

2.13. "**Company Tariff**" shall mean the Company's tariff on file with the Commission, and as may be amended, updated, or revised from time-to-time subject to and upon approval by the Commission.

2.14. "**Confidentiality Agreement**" has the meaning set forth in Section 24.1.

2.15. "**Contract Demand**" shall be the Customer's maximum peak load requirement at a Single Location, as specified in Section 8.2.

2.16. "**Credit Requirements**" means, with respect to a Person, that such Person's credit rating by a nationally recognized Rating Agency is equal to or greater than BBB, or if such Person is not rated by a Ratings Agency, the equivalent credit rating as determined through Company's internal rating system.

2.17. "**Customer**" has the meaning set forth in the preamble of this Agreement.

2.18. "**Customer Electrical Equipment**" means all the electrical equipment, facilities, and apparatus owned by the Customer for purposes of receiving retail electric service from the Company at the Point of Delivery.

2.19. "**Customer Facility**" has the meaning set forth in the preamble of this Agreement, and as further described in Section 8.

2.20. "**Customer Parent Company**" means _____.

2.21. "**Effective Date**" has the meaning set forth in the preamble of this Agreement.

2.22. "Emergency" means a condition or situation that in the reasonable, good faith determination of the affected Party based on Prudent Utility Practice contributes to an existing or imminent physical threat of danger to life or a significant threat to health, property, or the environment.

2.23. "**Event of Default**" has the meaning set forth in Section 20.1.

2.24. "**Exit Fee**" has the meaning set forth in Sections 4.3.2 and 4.3.3.

2.25. "**Facility Lender**" means any Person lending money or extending credit to the Customer in connection with the development, construction, operation, or maintenance of the Customer Facility, including any refinancing thereof.

2.26. "**FPL Construction and Operating Agreement**" means the agreement required to accept and memorialize the results of the System Studies as set forth in Section 5 and the Parties' respective construction, ownership, operation, and management responsibilities.

2.27. "**Force Majeure Event**" has the meaning set forth in Section 16.2.

(Continued on Sheet No. 9.963)

(Continued from Sheet No. 9.962)

2.28. "**Governmental Authority**" means any federal, state, local, or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other Governmental Authority having jurisdiction over the Parties, their respective facilities, or the respective services that they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Customer, the Company, or any Affiliate thereof.

2.29. "**Incremental Generation Charge**" has the meaning set forth in the Rate Schedule LLCS-[1 or 2] in the Company Tariff.

2.30. "**In-Service Date**" has the meaning set forth in Section 10.

2.31. "**Letter of Credit**" means an irrevocable standby letter of credit issued by a Qualified Issuer substantially in the form attached as Appendix E.

2.32. "**LLCS**" means Large Load Contract Service.

2.33. "**Load Factor**" shall be the load factor projected for the Customer Facility as determined by the Company pursuant to the Company Tariff.

2.34. "**Load Ramp Demand**" shall be the Customer's minimum monthly peak load requirements for each month during the Load Ramp Period.

2.35. "**Load Ramp Period**" shall be the time from the In-Service Date until Customer reaches full Contract Demand, as set forth in Section 8.4.

2.36. "**Losses**" has the meaning set forth in Section 18.1.

2.37. "**Net Present Value**" means the sum of the monthly payments, discounted at the Company's average midpoint cost of capital. The cost of capital is filed monthly with the Commission as part of the Company's Rate of Return Surveillance Report, Schedule 4. The monthly discount rate shall be calculated as the annual rate per Schedule 4, divided by 12 months.

2.38. "**Parent Company Guaranty**" has the meaning set forth in Section 11.2.

2.39. "**Performance Security**" means cash, a Letter of Credit, Surety Bond, or a Parent Company Guaranty.

2.40. "**Person**" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity.

2.41. "**Point of Delivery**" means the physical point or points at which the Customer Electrical Equipment interconnects with the Company Facilities, as determined in the System Studies.

2.42. "**Premises**" has the meaning set forth in Section 8.1.

2.43. "**Prudent Utility Practice**" means any of the practices, methods, standards, and acts engaged in or approved by a significant portion of the applicable segment of the electric utility industry during the relevant time period, or any of the practices, methods, standards, and acts which, in the exercise of Commercially Reasonable judgment, in light of the facts known (or reasonably should have been known) at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with Applicable Law, permits, codes, standards, equipment manufacturer's recommendations, good business practices, reliability, safety, environmental protection, economy, and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to those practices, methods, standards, and acts generally acceptable or approved in the region.

2.44. "**Qualified Issuer**" means a U.S. commercial bank or a U.S. branch office of a foreign bank that has (i) a Credit Rating of "A-" or better by S&P, "A3" or better by Moody's and (ii) assets of at least $10,000,000,000. If such rating is equivalent to A-/A3, such Qualified Issuer must not be on credit watch or have a negative outlook by any rating agency.

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2.45. "**Rate Schedule LLCS-[1 or 2]"** shall mean the Rate Schedule LLCS-[1 or 2] in the Company Tariff.

2.46. "**Rating Agency**" means any of S&P Global Ratings, a division of S&P Global Inc. and Moody's Investors Service, Inc., or their respective successors.

2.47. "**RECs**" has the meaning set forth in Section 7.3.

2.48. "**Reliability Standards**" means mandatory reliability standards adopted by the North American Electric Reliability Corporation, Federal Energy Regulatory Commission, or the Commission, and any successor entities, as amended from time to time, applicable to the facilities owned, and/or operated by Customer and Company, respectively.

2.49. "**Security Amount**" has the meaning set forth in Section 11. The Security Amount will be calculated based on the Incremental Generation Charges in effect at the time this Agreement is executed by the Customer as set forth in the Rate Schedule LLCS-[1 or 2] approved by and on file with the Commission.

2.50. "**Security Term**" has the meaning set forth in Section 11.1.

2.51. "**Single Location**" means a geographic area that is owned (whether partially or wholly), operated, used, or leased by Customer and/or an Affiliate of Customer, which can include a contiguous or adjacent lot to the area with the Customer's Point of Delivery, and may be considered the Customer's Premises regardless of lots, easements, public throughfares, or rights-of-way.

2.52. "**System Studies**" are the required engineering and system impact studies to be completed by the Company to determine the investments and upgrades necessary to the Company System in order to interconnect and safely provide reasonably adequate retail electric service with respect to the Contract Demand associated with the Customer Facility. The System Studies are required for all LLCS interconnect requests to determine: (i) project scope and feasibility, and technical/engineering and operational requirements; (ii) capacity availability, including amount and timing; (iii) expected timeline to interconnect Customer Facility to the Company System; and (iv) estimate of costs to interconnect Customer Facility to the Company's System.

2.53. "**Termination Period**" shall have the meaning set for in Section 20.2.1.

2.54. "**Term**" means the Minimum Term, plus any extensions thereto pursuant to Section 4.1.2.

3. Documents Included.

3.1. This Agreement consists of this document and the following appendices which are attached hereto, and which are specifically incorporated herein and made a part hereof by this reference:

Appendix A	Load Ramp Demand and Load Ramp Period
Appendix B	Parent Company Guaranty
Appendix C	Current Rate Schedule LLCS-[1 or 2]
Appendix D	Notices
Appendix E	Form Irrevocable Standby Letter of Credit

4. Term and Termination.

4.1. Minimum Term:

4.1.1. Pursuant to Rate Schedule LLCS-[1 or 2], the Minimum Term shall be from the In-Service Date through and including the twentieth (20th) anniversary of the In-Service Date.

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4.1.2. After the Minimum Term, electric service under this Agreement shall continue until terminated by either the Company or the Customer upon written notice consistent with the notice provisions in Section 4.2.1.

4.2. Notice and Termination:

4.2.1. The Customer must provide notice in accordance with Section 15 at least two (2) years in advance of terminating service. In such event, service under this Agreement will terminate automatically on the date following the second (2nd) annual anniversary of the date of the Customer's termination notice; provided, however, the Customer may be subject to an early termination fee as set forth in Section 4.3.

4.2.2. The Company may terminate service under this Agreement at any time due to a Customer Event of Default pursuant to Section 20.2.

4.3. Early Termination.

4.3.1. In the event the Customer terminates this Agreement prior to the In-Service Date, the Customer shall be responsible for payment of all costs incurred by the Company under this Agreement as of the date of the Customer's termination.

4.3.2. In the event (i) the Customer terminates this Agreement after the In-Service Date and prior to the end of the Minimum Term, (ii) the Customer terminates pursuant to Section 16.6, or (iii) the Company terminates this Agreement pursuant to Section 4.2.2, then the Customer shall be responsible for payment of an "Exit Fee" equal to the Net Present Value of the accelerated payment of the total Incremental Generation Charges, absent the termination, would have been paid by the Customer over the remaining balance of the Minimum Term. For purposes of this Section 4.3.2, the Exit Fee will be calculated based on the Incremental Generation Charges in effect at the time of the termination as set forth in the Rate Schedule LLCS-[1 or 2] approved by and on file with the Commission.

4.3.3. In the event the Customer terminates this Agreement after the In-Service Date, but fails to provide the Company with at least two (2) years' advance written notice in accordance with Section 4.2.1, the Customer shall be responsible for payment of an Exit Fee equal to the Net Present Value of the accelerated payment of the total Incremental Generation Charges that (i) would have been paid by the Customer over the two (2) year notice period, or (ii) would, absent the termination, have been paid by the Customer over the remaining balance of the Minimum Term, whichever is longer. For purposes of this Section 4.3.3, the Exit Fee will be calculated based on the Incremental Generation Charges in effect at the time of the termination as set forth in the Rate Schedule LLCS-[1 or 2] approved by and on file with the Commission.

4.4. Survival.

4.4.1. In addition to any other provisions of this Agreement that, by their terms, survive the termination of this Agreement, the following rights, obligations, or provisions survive the termination of this Agreement: (i) obligations of a Party to the other Party to pay any amounts or to perform any duties or obligations that accrued or arose prior to, that directly resulted from, or that contemplate performance following, the termination of this Agreement; (ii) Section 4.3; (iii) Section 15; (iv) Section 18 (which survive through the conclusion of the statute of limitations period applicable to any potential third-party claim or the resolution of any then outstanding third party claim, if later); (v) Section 22; (vi) Section 23; and Section 24.5.

5. System Studies. The effectiveness of this Agreement is conditioned on:

5.1. The Customer making the deposit(s) required for the Company to undertake and complete the System Studies.

5.2. The Company having provided the System Studies to the Customer on ___ day of _____.

5.3. The Customer timely accepting and agreeing to the results of such the System Studies by executing an "FPL Construction and Operating Agreement" and paying any required CIAC Payments pursuant to Section 12.

6. Service.

(Continued on Sheet No. 9.966)

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6.1. Unless otherwise determined by the Company, all electric service provided by the Company for the Customer Facility shall be furnished through one primary meter at the available transmission voltage.

6.2. Unless otherwise determined by the Company, all service shall be three phase, 60 hertz at the available transmission voltage of 69 kV or higher.

6.3. Interruption of Service.

6.3.1. The Company will use Prudent Utility Practice to furnish electric service consistent with the Company Tariff.

6.3.2. The Parties agree that interruptions or partial interruptions may occur or electric service may be curtailed, become irregular, or fail as a result of a variety of events and circumstances, including: (i) a Force Majeure Event; (ii) fuel or capacity shortages; (iii) breakdown or damage to the Company's generation, transmission, or distribution facilities; (iv) repairs or changes in the Company generation, transmission, or distribution facilities; (v) events of an emergency or as necessary to maintain the safety and integrity of the Company System; and (vi) ordinary negligence of the Company's employees, servants, or agents. In any such case, the Company will not be liable for any damages whatsoever, including loss of revenues or production.

6.3.3. If the Company interrupts or partially interrupts service to Customer through automated or manual action due to an emergency event or as necessary to maintain the safety and integrity of the Company System in accordance with Section 6.3.2, Company will provide notice to Customer in accordance with Section 9.10. In any such event, Customer shall not reconnect or restore service with the Company System, either manually or through auto-restoration type of devices on the Customer Electric Equipment or by electrical bypass, unless and until notified by the Company.

6.3.4. If the Customer interrupts or partially interrupts load being served by the Company through automated or manual action due to an emergency event or as necessary to maintain the safety and integrity of the Customer's equipment, Customer will provide notice to Company in accordance with Section 9.10. In any such event, Customer shall not restore load back onto the Company System, unless and until coordinated with the Company.

6.3.5. In the event the Customer Facility's reliability requirements exceed those provided by the Company in accordance with the Company Tariff, then Customer must advise the Company and install or contract for additional facilities with increased resiliency and reliability as may be required; provided, the Company will not, under any circumstances, be required to provide one hundred percent (100%) reliability or uninterrupted electric service. The Customer requesting facilities that that are not usual and customary may be required to pay a contribution in aid of construction based on the incremental cost of the requested facilities.

7. Generation Resource(s).

7.1. The Company, in its sole discretion, will select the resource(s) that will serve the Contract Demand in a manner consistent with the Company's total system resource planning processes and the applicable Ten-Year Site Plan approved by the Commission.

7.2. The Customer has no right or entitlement to select the type, characteristics, size, or location of the Company System, including the generation resource(s) to be used by the Company to serve the Contract Demand or Customer Facility under this Agreement.

7.3. The Customer may have the ability, but not the right, under separate agreement to purchase renewable energy credits ("RECs") from the Company to the extent such RECs are available. Any such purchases shall be separately contracted between the Customer and the Company, and pricing for RECs shall be at a negotiated price that is mutually acceptable to the Customer and the Company.

8. Customer Facility.

8.1. The Customer Facility is located at a Single Location with the following service location _____ ("Premises").

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8.2. The Parties agree that the maximum Contract Demand with respect to the Customer Facility shall not exceed ____ MW. Customer shall not add or install additional load to the Customer Facility at the Premises above the Contract Demand without Company's prior written approval and without first having provided a deposit(s) to the Company for purposes of undertaking and completing the System Studies, as applicable, associated with interconnecting and serving such additional load and, if applicable, entering into a new LLCS Service Agreement and satisfying any other requirements the Company may reasonably request.

8.3. The Parties agree that the Load Factor for the Customer Facility is projected to be 85% or more.

8.4. The Parties agree to the Load Ramp Demand and Load Ramp Period for the Customer Facility as set forth in Appendix A.

9. Construction, Ownership, Operation, and Management of Electrical Facilities.

9.1. In the System Studies and the FPL Construction and Operating Agreement, the Parties have identified certain equipment that must be designed, engineered, procured, permitted, constructed, owned, operated, and maintained in order that the Company can deliver and the Customer can accept retail electric service at transmission voltage for the Customer Facility at the Premises.

9.2. Unless otherwise mutually agreed by the Parties, the Customer shall be responsible to acquire all Federal, state, local, and other Governmental Authority permits, licenses, or other approvals that may be required for the development of the site for the Customer Facility and the construction, operation, and maintenance of the Customer Facility, as well as to comply with and satisfy any conditions imposed on any such approvals. For the avoidance of doubt, this Section 9.2 shall include approvals necessary for the benefit or on behalf of any Company Facilities to be located and constructed on the site for the Customer Facility or otherwise on land owned or leased by the Customer or Affiliates of the Customer. The Customer shall be solely responsible for all costs associated with the approvals under this Section 9.2.

9.3. All Customer Electrical Equipment and any related facilities necessary for Customer to receive and utilize the power and energy delivered hereunder shall be procured, permitted, installed, paid for, owned, operated, and maintained by the Customer in accordance with Applicable Law and Prudent Utility Practice.

9.4. The Customer shall, at its sole cost and expense, construct, own, operate, and maintain the Customer Electrical Equipment or Customer Facility in accordance with the terms and conditions of the FPL Construction and Operating Agreement.

9.5. The Customer shall not operate any equipment in a manner that will cause voltage disturbances on the Company System. The Customer shall, during the term of this Agreement, protect, defend, indemnify, and hold the Company and the Company Entities free and unharmed from and against any third-party liabilities whatsoever resulting from or in connection with the Customer's failure to adhere to the foregoing provisions of this Subsection 9.5.

9.6. The Company will use Commercially Reasonable Efforts to (i) design, engineer, procure, permit, construct, own, operate, and maintain the Company Facilities in accordance with Applicable Law and Prudent Utility Practice; and (ii) operate such Company Facilities, in a manner consistent with Prudent Utility Practices, that protects the Customer Electric Equipment, including the Customer Facility, from transients, faults, and other operating contingencies consistent with the Interruption of Service in Section 6.3.

9.7. Reliability Standards.

9.7.1. The Customer will be responsible for compliance with all Reliability Standards applicable to the Customer Electrical Equipment; and the Company will be responsible for compliance with all Reliability Standards applicable to the Company System. Each Party will be responsible for the costs of compliance with such Reliability Standards for their respective facilities and systems, including (a) costs associated with modifying their respective facilities or systems to comply with changes in such Reliability Standards; and (b) any financial penalties for non-compliance.

9.7.2. Each Party agrees to share data or documentation to the other Party as may be required to demonstrate a Party's compliance with the Reliability Standards where an individual Party has possession of data or documentation necessary for the other Party to demonstrate compliance.

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9.8. Right of Installation. Each Party will make space available to the other Party suitable for the installation by such other Party of necessary equipment, apparatus, and devices required for the performance of this Agreement.

9.9. Disconnection. Except in the case of an Emergency, a Force Majeure Event, or a requirement to comply with Reliability Standards or Applicable Law, the Parties will consult reasonably with each other prior to disconnecting the Customer Facility from the Company Facilities.

9.10. Outages. In accordance with Prudent Utility Practice, each Party may, in cooperation with the other Party, remove from service its system elements that may affect the other Party's system as necessary to perform maintenance or testing or to replace installed equipment. Absent the existence of an Emergency, a Force Majeure Event, or a requirement to comply with Reliability Standards or Applicable Law, the Party scheduling such maintenance, testing or replacement will use good faith efforts to schedule such maintenance, testing or replacement on a date mutually acceptable to both Parties, in accordance with Prudent Utility Practice. The Parties will comply with all current Company reporting requirements, as they may be revised from time to time, and as they apply to the Customer or the Company.

9.11. Emergency. In the event of an Emergency, the affected Party will provide prompt notice of such Emergency to the other Party and may, in accordance with Prudent Utility Practice and using its reasonable judgment, take such action as is reasonable and necessary to prevent, avoid, or mitigate injury, danger, and loss.

9.12. Safety Standards.

9.12.1. The Parties agree that all work performed under this Agreement will be performed in accordance with all Applicable Law, standards, practices, and procedures pertaining to the safety of persons or property. To the extent a Party performs work on the other Party's property, the Party performing work will also abide by the safety, or other access rules applicable to such other Party's property.

9.12.2. Each Party will be solely responsible for the safety and supervision of its own employees, agents, representatives, and contractors.

9.13. Environmental Considerations.

9.13.1. Each Party will remain responsible for compliance with all Applicable Laws with respect to the environment and applicable to its own respective property, facilities, and operations. Each Party will promptly notify the other Party upon discovering any release of any hazardous substance by it on the property or facilities of the other Party, or which may migrate to, or adversely affect the property, facilities, or operations of the other Party and will promptly furnish to the other Party copies of any reports filed with any Governmental Authority addressing such events.

9.13.2. The Party responsible for the release of any hazardous substance on the property or facilities of the other Party, or which may migrate to, or adversely affect the property, facilities, or operations of, the other Party will be responsible for the reasonable costs, fees and expenses of performing any and all remediation or abatement activity and submitting all reports or filings required by Applicable Law.

10. In-Service Date.

10.1. The Parties agree that the estimated "In-Service Date" is the date that the Company plans to install and place in-service the facilities and capacity necessary to provide electric service to the Customer Facility, which date shall not occur before the later of: (i) the date that construction of the electric facilities necessary to interconnect the Customer Facility with the Company System is complete; or (ii) the date which the Company has sufficient generation capacity to safely and adequately serve the Customer Facility consistent with the Company's standard total system resource planning process.

10.2. Subject to Section 10.1 above, the Parties agree that the initial, estimated In-Service Date is _____. The Company shall use Commercially Reasonable Efforts to meet this estimated In¬ Service Date; provided, however, that the Parties understand the Company has no obligation to provide electric service to the Customer Facility (i) unless and until there is sufficient generation capacity to provide such service, or (ii) if providing such service would affect the safe and adequate service or voltage to other customers served by the Company.

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10.3. If the Company determines that it is unable to meet the estimated In-Service Date for any reason, the Company will notify Customer and describe the reasons for any delay and the Parties agree to collaborate and use Commercially Reasonable Efforts to agree upon an updated estimated In-Service Date.

10.4. Notwithstanding the foregoing provisions of this Section 10, the "In-Service Date" for all purposes of this Agreement shall be the latest to occur of (x) the date on which the Company completes the installation of the facilities and capacity necessary to begin providing service to the Customer Facility, (y) the satisfaction of Section 10.1(i), and (z) the satisfaction of Section 10.1(ii).

11. Security Requirements.

11.1. No later than five (5) days after the Effective Date, the Customer shall provide Performance Security in an amount equal to the Security Amount. Such Performance Security shall be maintained until the later of (i) expiration of the Term or earlier termination pursuant to the terms of this Agreement, and (ii) the date on which the Customer has satisfied in full all of its obligations under this Agreement ("Security Term").

11.1.1. For Customers that satisfy the Credit Requirements, the Security Amount shall be equal to the net present value of five (5) years of Incremental Generation Charge revenues.

11.1.2. For Customers that do not satisfy the Credit Requirements, the Security Amount shall be equal to the net present value of ten (10) years of Incremental Generation Charge revenues.

11.1.3. For Customers not rated by a nationally recognized Rating Agency, the Security Amount shall be equal to either (i) the present value of five (5) years of Incremental Generation Charge revenues or (ii) the present value of ten (10) years of Incremental Generation Charge revenues based on the Company's assessed credit worthiness of the Customer as determined through Company's internal rating system.

11.2. So long as Customer's Parent satisfies the Credit Requirements, the Customer may provide as security a guaranty from Customer's Parent substantially in the form provided as Appendix B, duly executed by Customer's Parent for the benefit of the Company ("Parent Company Guaranty"). Provided, however, the Parent must have sufficient net available liquidity of more than the five years of the Security Amount, which will be subject to an annual review.

11.3. If, at any time during the Security Term, Customer's Parent fails to satisfy the Credit Requirements, the Customer shall provide, in lieu of such Parent Company Guaranty, either (i) a Letter of Credit, (ii) cash deposit in escrow, (iii) Surety Bond, or (iii) a combination of the foregoing, in each case equal to the Security Amount. If, at any time during the Security Term, Customer's Parent meets the Credit Requirements, the Customer may replace the then-posted Performance Security with a Parent Company Guaranty. In addition, the Company may consider, at its sole discretion, on-demand payment bonds as a supplemental security instrument for specific values and durations.

11.4. Any amounts owed by the Customer to the Company under this Agreement and Rate Schedule LLCS-[1 or 2] (other than disputed amounts) and not satisfied within thirty (30) days of becoming due and owing may be satisfied by the Company by a draw upon the Customer's Performance Security until such Performance Security has been exhausted.

12. Contribution-In-Aid of Construction (CIAC).

12.1. Within forty-five (45) days from the date of this Agreement, the Customer shall make all payments required by and calculated pursuant to the CIAC rule set forth in the Company Tariff in effect at the time of the payment (such payments, the "CIAC Payments").

12.2. Unless otherwise mutually agreed by the Parties, a failure to timely remit the CIAC Payments shall render this Agreement and any associated System Studies null and void. Any renewed or new requests by Customer to interconnect the same or similar Customer Facility or Customer Electrical Equipment shall require deposit(s) for new System Studies and a new LLCS Service Agreement.

12.3. The Company has no obligation to begin any construction related activities, including ordering or acquiring any necessary equipment, associated with extending electric service to the Customer Facility unless and until receipt of the CIAC Payments.

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13. Rates, Rules, and Regulations.

13.1. The Company agrees to furnish and deliver, and the Customer agrees to take and receive, power pursuant to the rates, rules, and regulations set forth in Rate Schedule LLCS-[1 or 2] of the Company Tariff, which is provided as Appendix C to the Agreement.

13.2. Service under this Agreement is subject to (i) orders of Governmental Authorities having jurisdiction, (ii) Rate Schedule LLCS-[1 or 2] (including the monthly rate components), and (iii) the Company Tariff. Any change approved by the Commission with respect to the foregoing shall be effective on its approval date and shall apply prospectively to service under this Agreement.

14. [RESERVED]

15. Notice

15.1. All notices, requests, statements, demands, and other communications under this Agreement must, unless otherwise specified herein, be in writing and delivered in person or sent by e-mail, reliable overnight delivery service, or registered or certified mail, postage prepaid to the address of the Party specified in Appendix D. A notice sent by e-mail shall be effective if receipt is acknowledged by the intended recipient and, if so, shall be deemed received on the Business Day on which such Notice was transmitted if received before 5:00 p.m. (and if received after 5:00 p.m., on the next Business Day). Notice by United States mail, or hand delivery is effective on the day actually received, if received during a Business Day, and otherwise shall be effective at the beginning of the next Business Day. Notice by overnight delivery service is effective on the next Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith.

16. Force Majeure Events

16.1. Excuse. Subject to Section 16.2 below, and except as expressly set forth herein, neither Party will be considered to have breached its obligations under this Agreement if performance of such obligations is prevented due to a Force Majeure Event.

16.2. Definition. For purposes of this Agreement, "Force Majeure Event" means, subject to Section 16.3, an event or condition that meets each of the following conditions: (w) is not attributable to the fault or negligence of the affected Party, (x) is caused by factors beyond that Party's reasonable control, and (y) the Party was or has been, as applicable, unable to prevent, avoid, or overcome the event, condition, or consequences thereof despite the exercise of commercially reasonable efforts. Force Majeure Events may include, but are not limited to: (i) explosion, sabotage, vandalism, or destruction by a third party of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement; (ii) war, riot, terrorism, insurrection, national emergency, acts of a public enemy, or other similar civil disturbance; (iii) floods, earthquakes, hurricanes, tornadoes, lightning, drought, fires (including wildfires), hailstorms, ice storms and other similar natural occurrences; (iv) action or inaction by any Governmental Authority; (v) pandemics and epidemics; (vi) for the avoidance of doubt, the failure of the Company to obtain any permits, consents or authorizations of any Governmental Authority to construct the Company Facilities after expending efforts consistent with Prudent Utility Practice; (vii) acts of God; or (viii) other similar occurrences beyond the affected Party's control.

16.3. Exclusion. Notwithstanding the definition set forth in Section 16.2, Force Majeure Event does not include, and may not be based on, the following events or conditions: (i) economic hardship of either Party; (iii) loss of the Customer's markets or the Customer's inability to use any portion of the generation capacity provided by Company to serve the Customer's Contract Demand for any particular purpose; or (iii) breakage or failure of equipment, other than as a result of a Force Majeure Event.

16.4. Claims of Force Majeure. In connection with any Force Majeure Event, the affected Party shall: (i) provide reasonably prompt notice of such Force Majeure Event to the other Party giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement, but in no event will such notice take longer than five (5) Business Days after becoming aware of the impact of such Force Majeure Event, subject in all cases to the affected Party's right to observe any safety precautions that it determines are required in connection with such Force Majeure Event, which may prolong a determination of impact; (ii) provide periodic updates during the continuance of the Force Majeure Event that (A) summarize the measures taken by the affected Party and that the affected Party plans to take in order to mitigate the impact of such Force Majeure Event and (B) provide an estimate of the expected duration of the period during which the performance by the affected Party of its material obligations under this Agreement will be prevented or adversely affected due to the Force Majeure Event; (iii) take commercially reasonable actions to correct or cure the event or condition excusing performance under this Agreement so that the suspension of performance or adverse impact is no greater in scope and no longer in duration than is dictated by the problem; and (iv) exercise commercially reasonable efforts to mitigate or limit damages to the other Party. The affected Party's failure to

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16.4 comply with any of its obligations in this Section 16.4 shall not prevent it from being excused from the performance of its obligations impacted by the Force Majeure Event, except to the extent that the other Party was actually prejudiced by such failure.

16.5. Resumption of Performance. The affected Party shall provide prompt notice to the other Party once it is able to resume performance of its obligations following the occurrence of a Force Majeure Event.

16.6. Termination Due To Force Majeure Event. In addition to and without limiting any other provisions of this Agreement, following the In-Service Date, if a Party is prevented from performing its material obligations under this Agreement due to (a) any single and then currently continuing Force Majeure Event for longer than three hundred and sixty-five (365) consecutive days, or (b) any Force Majeure Event(s) comprising more than three hundred and sixty-five (365) days in the aggregate in any twenty-four (24) month period, then in each case, either Party may terminate this Agreement early; provided that (i) Customer shall pay the Exit Fee pursuant to Section 4.3.2, and (ii) each Party will remain liable to the other Party for obligations that arose prior to termination

17. Assignment.

17.1. Consent Required. Except as provided in this Section 17, neither Party may assign or otherwise transfer this Agreement or its rights or obligations hereunder without the other Party's prior written consent, which consent may not be unreasonably delayed, conditioned, or withheld. Any assignment or other transfer in violation of this provision is null and void.

17.2. Permitted Assignment. Notwithstanding the foregoing:

17.2.1. The Customer's consent is not required for the Company to assign or transfer this Agreement or its rights or obligations hereunder with respect to: (i) transactions between or among Affiliates of the Company, including any corporate reorganization, merger, combination or similar transaction or transfer of assets or ownership interests between or among Affiliates of Company; or (ii) Change of Control of the Company. The Company shall notify the Customer of any such assignment or transfer no later than fifteen (15) days after the assignment or transfer.

17.2.2. The Company's consent is not required for the Customer to assign, transfer, or otherwise pledge this Agreement or its rights or obligations hereunder with respect to: (i) a Change of Control of the Customer; (ii) for collateral purposes to a Facility Lender (or for such Facility Lender, after exercising its foreclosure rights, to assign this Agreement to a third party); or (iii) transactions between or among Affiliates of the Customer, including any corporate reorganization, merger, combination or similar transaction, or transfer of assets or ownership interests between or among Affiliates of the Customer; provided, in each case (other than pursuant to a collateral assignment to a Facility Lender), that (x) the Credit Rating applicable successor, surviving entity, assignee or transferee, immediately after giving effect to such event is equal to or greater than the Credit Rating of the Customer (y) no Event of Default shall have occurred and be continuing immediately before, or can reasonably be expected to occur upon or as a result of, such assignment or transfer, and (z) such assignee or transferee has assumed in writing all of the obligations of the Customer under this Agreement (including the Customer's obligations to post and maintain security under Section 11) and has agreed to be bound by all the terms and conditions of this Agreement accruing or arising from and after the effectiveness of such assignment or transfer. The Customer shall notify the Company of any such assignment or transfer no later than fifteen (15) days after the assignment or transfer.

17.2.3. For any permitted collateral assignment under Section 17.2.2, the Company will execute a consent and agreement to enable such assignment as reasonably required by a Facility Lender. Any assignment to a Facility Lender will not relieve the Customer of its obligations or liabilities under this Agreement. The Company has no obligation to provide consent, or enter into any agreement, or that would materially increase the Company's obligations under this Agreement or that would be reasonably expected to adversely affect the Company. The Customer will pay directly or reimburse the Company for its reasonable out-of-pocket expenses incurred in the negotiation of any documents requested by the Customer or a Facility Lender under this Section 1

18. Indemnity.

18.1. The Company and the Customer shall defend (with respect to third-party claims), indemnify, and hold each other, and their respective officers, directors, employees, and agents, harmless from and against all third-party claims, demands, losses, liabilities, and expenses (including reasonable attorneys' fees) (collectively, "Losses") for personal injury or death to persons and damage to each other's physical property or facilities or the property of any other person to the extent arising out of, resulting from, or caused by the negligent or intentional and wrongful acts, errors, or omissions of the indemnifying Party. This obligation to indemnify, defend, and hold harmless applies notwithstanding any negligent or intentional acts, errors or omissions of the indemnitees but the indemnifying Party's liability to pay Losses to the indemnified Party shall be reduced in proportion to the

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(Continued from Sheet No. 9.971)

18.1 percentage by which the indemnitees' negligent or intentional acts, errors or omissions caused the Losses. Each Party's obligation to indemnify, defend, and hold harmless does not apply to Losses resulting from the sole negligence or willful misconduct of the potential indemnitee. An indemnitee that becomes entitled to indemnification or defense under this Section must notify the indemnifying Party of any claim or proceeding in respect of which it is to be indemnified or defended as soon as reasonably practicable after the indemnitee obligated to give such notice becomes aware of such claim or proceeding. Failure to give such notice shall not excuse the obligation to indemnify or defend except to the extent failure to provide notice adversely affects the indemnifying Party's interests in a material respect. The indemnifying Party shall, within 30 days after the date the indemnifying Party is notified of any such claim, assume the defense thereof with counsel designated by the indemnifying Party but reasonably acceptable to the indemnitee; except that if the defendants in any such action include both the indemnitee and the indemnifying Party or if the claim seeks an order of injunctive relief or other equitable remedies, involves criminal liability, or involves any Governmental Authority, then the indemnitee shall have the right to select and be represented by separate counsel designated by the indemnitee, at the expense of the indemnifying Party. If the indemnifying Party fails to assume the defense of a claim as required under this Agreement, the indemnitee may, at the expense of the indemnifying Party, contest, settle, or pay such claim and the indemnifying Party shall be bound by the results obtained by the indemnitee with respect to such claim. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

19. Risk of Loss.

19.1. The Parties agree that title to, and risk of loss relate to, the energy delivered pursuant to this Agreement shall transfer from Company to Customer at the Point of Delivery.

19.2. Except under situations of gross negligence or intentional wrongdoing, including, without limitation, willful misconduct, by the other Party, each Party will have the full risk of loss for its own property and material, and each Party will obtain and maintain insurance coverage accordingly under its own insurance and risk management procedures. To the extent permitted by each Party's insurer, at no additional cost to that Party, each Party will require its property insurer to waive the right of subrogation.

20. Events of Default.

20.1. The occurrence with respect to a Party of any of the following events or conditions constitutes an event of default with respect to such Party (an "Event of Default"):

20.1.1. Such Party becomes Bankrupt;

20.1.2. Such Party assigns or transfers this Agreement other than in accordance with Section 17;

20.1.3. Customer materially breaches any provision of this Agreement, Rate Schedule LLCS-[1 or 2], or the Company's Tariff and fails to cure any such breach within ninety (90) days after written notice by Company of the existence and nature of such alleged breach; provided, however, that if such breach is not reasonably capable of being cured within such ninety (90) day period, then Customer will have additional time (not exceeding an additional thirty (30) days) as is reasonably necessary to cure the breach so long as Customer promptly commences and diligently pursues the cure; and

20.1.4. Company materially breaches any provision of this Agreement, and fails to cure any such breach ninety (90) days after written notice by Customer of the existence and nature of such alleged breach; provided, however, that if such breach is not reasonably capable of being cured within such ninety (90) day period, then Company will have additional time (not exceeding an additional thirty (30) days) as is reasonably necessary to cure the breach, so long as Company promptly commences and diligently pursues the cure.

20.2. Termination for Event of Default. If a Party fails to cure an Event of Default within the applicable cure period, and the default is not contested pursuant to the dispute resolution process set forth in Section 22, the non-defaulting Party will have the right to terminate this Agreement.

20.2.1. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Agreement at the end of the ninety (90) day notice period (the "Termination Period"); provided, if the Customer cures the Event of Default or other compliance deficiencies described by the Company, to the Company's satisfaction in its sole discretion, prior to the end of the Termination Period, the Company shall not terminate this Agreement.

(Continued to Sheet No. 9.973)

(Continued from Sheet No. 9.972)

21. Jurisdiction.

21.1. This Agreement is subject to the jurisdiction of the Commission as part of the provision of retail electric service by the Company to the Customer pursuant to the Company's Tariff.

22. Dispute Resolution and Venue.

22.1. If a dispute arises between the Parties regarding this Agreement, either Party will give written notice to the other Party. If the Parties are unable to resolve the dispute between themselves within sixty (60) days, either Party may submit the dispute to a court of competent jurisdiction in Florida, or in the United States District Court having jurisdiction in Florida, and each Party agrees that each such court shall have personal jurisdiction over it with respect to such proceeding, and waives any objections it may have, and expressly consents, to such personal jurisdiction.

23. Limitation on Consequential, Incidental, and Indirect Damages.

23.1. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE CUSTOMER NOR COMPANY, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, FOR CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ACTIONS UNDERTAKEN IN CONNECTION WITH OR RELATED TO THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES WHICH ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW, UNDER ANY INDEMNITY PROVISION OR ANY OTHER THEORY OF RECOVERY. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY, AND SUCH DIRECT DAMAGES SHALL BE THE SOLE AND EXCLUSIVE MEASURE OF DAMAGES AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED; PROVIDED, HOWEVER, THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS WILL NOT IN ANY WAY LIMIT THE LIABILITY OR DAMAGES UNDER ANY THIRD-PARTY CLAIMS OR THE LIABILITY OR DAMAGES OF A PARTY WHOSE ACTIONS GIVING RISE TO SUCH LIABILITY CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS SECTION 23 SHALL APPLY REGARDLESS OF FAULT AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS CONTRACT. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WAIVER OF A PARTY'S RIGHT TO SEEK INJUNCTIVE RELIEF.

24. Miscellaneous.

24.1. Confidentiality. With respect to the treatment of confidential information, the Parties shall remain subject to that certain Confidentiality Agreement by and between the Parties dated as of _____ (the "Confidentiality Agreement"); provided, that, during the Term, the terms of the Confidentiality Agreement will govern this Agreement, notwithstanding any earlier termination or expiration of the Confidentiality Agreement.

24.2. No Third-Party Beneficiary. Except as expressly provided herein (including with respect to Section 17 and Section 18), this Agreement is for the sole and exclusive benefit of the Parties and is not intended to create a contractual relationship with, or cause of action or other rights in favor of, any Person other than the Parties.

24.3. Subcontractors and Agents.

(Continued to Sheet No. 9.974)

(Continued from Sheet No. 9.973)

24.3.1. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor or agent as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors and agents to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor or agent.

24.3.2. The creation of any subcontract or agency relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor or agent the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Company be liable for the actions or inactions of Customer or its subcontractors or agents with respect to obligations of Customer. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor or agent of such Party.

24.3.3. The obligations under Section 24.3 will not be limited in any way by any limitation of subcontractor's or agent's insurance.

24.4. Headings. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein and are to be ignored for the purposes of construction.

24.5. Governing Law. This Agreement will be interpreted and governed by the laws of the State of Florida, without regard to its conflict of laws' provisions.

24.6. No Joint System. The Parties each own and operate separate interconnected electric systems, and no provision of this Agreement will be interpreted to mean or imply the Parties have established or intend to establish a jointly-owned electric system, a joint venture, trust, a partnership, or any other type of association.

24.7. Relationship to Tariffs. The Parties acknowledge that all the rights and obligations identified in the Company's Tariff will apply to this Agreement, and nothing contained herein will abrogate any of the rights or entitlements of the Company or the Customer pursuant to the Tariff other than as explicitly set forth in this Agreement, subject to any required approval of the Commission or other applicable regulatory authority for the provision of retail electric service to the Customer. In the event any term of this Agreement conflicts with the Tariff, the terms of this Agreement will control.

24.8. Entire Agreement and Amendment. This Agreement, together with all appendices attached hereto, constitutes the entire agreement between the Parties and supersedes any and all prior oral or written understandings. Except as provided in Sections 10.3 and 13.2, no amendment, addition to, or modification of any provision hereof is binding upon the Parties, and neither Party will be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification, or waiver is in writing and signed by a duly authorized officer or representative of each Party.

24.9. Waiver. The failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this Agreement, or to take advantage of any of its rights thereunder, will not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same will be and remain at all times in full force and effect.

24.10. Severability. If any Governmental Authority holds or declares that any provision of this Agreement is invalid, or if, as a result of a change in any Applicable Law, any provision of this Agreement is rendered invalid or results in the impossibility of performance thereof, the remainder of this Agreement not affected thereby will continue in full force and effect. In such an event, the Parties will promptly renegotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect.

24.11. Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart will have the same force and effect as an original instrument.

(Continued to Sheet No. 9.975)

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 9.975**

(Continued from Sheet No. 9.974)

In Witness Whereof, the Parties have caused this Agreement to be duly executed as of the date first written above.

FLORIDA POWER & LIGHT COMPANY

By: _____

Title: _____

Witness: _____

Date: _____

CUSTOMER NAME]

By: _____

Title: _____

Witness: _____

Date: _____

(Continued to Sheet No. 9.976)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 9.976**

(Continued from Sheet No. 9.975)

Appendix A

Load Ramp Demand and Load Ramp Period

[To be Inserted]

(Continued to Sheet No. 9.977)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

(Continued from Sheet No. 9.976)

Appendix B

Parent Company Guaranty

[To be inserted]

(Continued to Sheet No. 9.978)

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 9.978

(Continued from Sheet No. 9.977)

Appendix C

Rate Schedule LLCS-[1 or 2]

[To be Inserted]

(Continued to Sheet No. 9.979)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

(Continued from Sheet No. 9.978)

Appendix D

Notices

(Continued to Sheet No. 9.980)

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 9.980**

(Continued from Sheet No. 9.979)

Addresses for Notices

For Customer:	For Company:
With Copies to:	
For Operational Matters:	

(Continued to Sheet No. 9.981)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

(Continued from Sheet No. 9.980)

Appendix E

Form Irrevocable Standby Letter of Credit

(Continued to Sheet No. 9.982)

(Continued from Sheet No. 9.981)

FORM IRREVOCABLE STANDBY LETTER OF CREDIT

[ISSUING BANK] IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUANCE: [Date of issuance]

Florida Power & Light Company ("Beneficiary")
Attention: [Contact Person]

Applicant
Name and address

Re: [ISSUING BANK] Irrevocable Standby Letter of Credit No.

Sirs/Mesdames:

We hereby establish in favor of Beneficiary (sometimes alternatively referred to herein as "you") this Irrevocable Standby Letter of Credit No. (the "Letter of Credit") for the account of ("Company"), located at , effective immediately and expiring on the date determined as specified in numbered paragraph 5 below.

We have been informed that this Letter of Credit is issued pursuant to the terms of that certain LLCS Service Agreement, dated as of , between Company and Beneficiary (as amended, restated, supplemented, or otherwise modified from time to time, the "Agreement").

1. Stated Amount. The maximum amount available for drawing by you under this Letter of Credit shall be [written dollar amount] United States Dollars (US$ [dollar amount]) (such maximum amount referred to as the "Stated Amount").

2. Drawings. A drawing hereunder may be made by you on any Business Day on or prior to the date this Letter of Credit expires by delivering to us in accordance with the instructions below, a copy of this Letter of Credit together with a Draw Certificate executed by an authorized person substantially in the form of Attachment A hereto (the "Draw Certificate"), appropriately completed and signed by your authorized officer. Partial drawings and multiple presentations may be made under this Letter of Credit. Draw Certificates under this Letter of Credit may be presented by Beneficiary by means of facsimile to our fax no. [fax number] or original documents sent by overnight delivery or courier to [issuing bank] at our address set forth above, Attention: [contact for presentation] (or at such other address as may be designated by written notice delivered to you as contemplated by numbered paragraph 8 below).

3. Time and Method for Payment. We hereby agree to honor a drawing hereunder made in compliance with this Letter of Credit by, at sight, transferring in immediately available funds the amount specified in the Draw Certificate to such account at such bank in the United States as you may specify in your Draw Certificate. If the Draw Certificate is presented to us at such address by 12:00 noon, Eastern Standard Time, on any Business Day, payment will be made not later than our close of business on third succeeding Business Day and if such Draw Certificate is so presented to us after 12:00 noon, Eastern Standard Time, on any Business Day, payment will be made on the fourth succeeding Business Day. In clarification, we agree to honor the Draw Certificate as specified in the preceding sentences, without regard to the truth or falsity of the assertions made therein.

4. Non-Conforming Demands. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice not later than two Business Days following receipt that the demand for payment was not effectuated in accordance with the terms and conditions of this

(Continued to Sheet No. 9.983)

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 9.983**

(Continued from Sheet No. 9.982)

Letter of Credit, stating the reasons therefor and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effectuated in conformity with this Letter of Credit, you may correct any such non-conforming demand and re-submit on or before the then current expiry date.

5. Expiration, Initial Period and Automatic Extension. The initial period of this Letter of Credit shall terminate on [one year from the issuance date] (the "Initial Expiration Date"). The Letter of Credit shall be automatically extended without amendment for one (1) year periods from the Initial Expiration Date or any future expiration date, unless at least sixty (60) days prior to any such expiration date we send you notice by registered mail or courier at your address first shown (or such other address as may be designated by you as contemplated by numbered paragraph 8) that we elect not to consider this Letter of Credit extended for any such additional one year period. Notwithstanding the foregoing extension provision, this Letter of Credit shall automatically expire at the close of business on the date on which we receive a Cancellation Certificate in the form of Attachment B hereto executed by your authorized officer and sent along with the original of this Letter of Credit and all amendments (if any). Upon receipt by you of such notice of non-extension, you may draw hereunder up to the available amount, on or before the then current expiry date, against presentation to us of your Draw Certificate, appropriately completed and signed by your authorized officer.

6. Business Day. As used herein, "Business Day" shall mean any day on which commercial banks are not authorized or required to close in the State of Florida, and inter-bank payments can be effected on the Fedwire system.

7. Governing Law. THIS LETTER OF CREDIT IS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNATIONAL STANDBY PRACTICES, ICC PUBLICATION NO. 590 (THE "ISP98"), AND AS TO MATTERS NOT ADDRESSED IN ISP98, BY THE LAWS OF THE STATE OF FLORIDA.

8. Notices. All communications to you in respect of this Letter of Credit shall be in writing and shall be delivered to the address first shown for you above or such other address as may from time to time be designated by you in a written notice to us. All documents to be presented to us hereunder and all other communications to us in respect of this Letter of Credit, which other communications shall be in writing, shall be delivered to the address for us indicated above, or such other address as may from time to time be designated by us in a written notice to you.

9. Irrevocability. This Letter of Credit is irrevocable.

10. Issuing Bank Charges. All of our charges are for the account of Applicant.

11. Complete Agreement. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for the ISP98. Neither this Letter of Credit (including Attachment A and Attachment B) nor any notice referred to herein, shall be deemed to incorporate by reference any document, instrument or agreement except as set forth above.

* * *

SINCERELY,
[_____]

_____ _____
Authorized Signature Authorized Signature

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHTCOMPANY

Twelfth Revised Sheet No. 10.001
Cancels Eleventh Revised Sheet No. 10.001

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Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: August 27, 2015

FLORIDA POWER & LIGHT COMPANY

Eighteenth Revised Sheet No. 10.010
Cancels Seventeenth Revised Sheet No. 10.010

CONTRACT PROVISIONS - VARIOUS

FACILITIES RENTAL SERVICE. When required by the Customer, the Company may, at its option, provide and maintain transformers and other facilities which are required by the Customer beyond the Point of Delivery or which are needed because the Customer requires unusual facilities due to the nature of his equipment. The Company shall not be required to install facilities if they cannot be economically justified. The charge for this service is based on the agreed installed cost of such facilities.

Upon mutual agreement between the Company and the Customer, the Customer may elect to make either a lump sum payment or pay a monthly charge. The monthly charge shall recover 16% per year of the agreed installed cost of such facilities. Those Customers electing to make a lump sum payment shall have the option of either including the cost of maintenance in a lump sum, or paying a separate monthly maintenance charge. If the Customer elects to pay for the maintenance in the lump sum, the amount will be based on the estimated cost of maintenance over the term of the contract.

Those customers renting electric facilities from the Company, subsequent to a change in the Facilities Rental Service charge and upon mutual agreement, may continue to receive electrical service under one of the following options: 1) continue the rental facilities by payment based on the revised charge, 2) purchase such facilities from the Company as mutually agreed upon, 3) purchase or lease the facilities from another source, or 4) redesign its operation to receive standard electric service from the Company.

MUNICIPAL FIRE PUMP DEMANDS. Demands caused by the operation of municipal fire pumps are waived whenever the pumps are used in emergencies for the purpose of extinguishing fires, or when the pumps are operated for testing purposes provided the time of the test is mutually agreed upon beforehand.

SECONDARY METERING ADJUSTMENT. Where the rate schedule provides for delivery of service at primary voltage and it is necessary or desirable to meter at secondary voltage, the readings of Company's meters are corrected to conform to the voltage of delivery by adding 2% to the demand indications and 3% to the kwh registrations.

UNMETERED SERVICE. In some circumstances, the installation of a meter is difficult, impracticable, or not warranted by the nature of the load to be served. In such cases the Company may elect to estimate the demand and energy requirements and calculate the bill on these estimated values.

NET METERING OF CUSTOMER-OWNED RENEWABLE GENERATION. For Customers with renewable generation equipment up to a maximum of 2 MW that have executed an Interconnection Agreement for Customer- Owned Renewable Generation with the Company, the following billing parameters will apply.

The customer will be charged for electricity used in excess of the generation supplied by customer-owned renewable generation in accordance with the Company's normal billing practices. If any excess customer-owned renewable generation is delivered to the Company's electric grid during the course of a billing cycle, it will be credited to the customer's energy consumption for the next month's billing cycle.

All excess energy credits will be accumulated and be used to offset the customer's energy usage in subsequent months for a period of not more than twelve months. In the last billing cycle month of each calendar year, any unused credits for excess kWh generated will be credited to the next month's billing cycle using the average annual rate based on the Company's COG-1, As-Available Energy Tariff. In the event a customer closes the account, any of the customer's unused credit for excess kWh generated will be paid to the customer at an average annual rate based on the Company's COG-1, As-Available Energy Tariff.

Regardless of whether excess energy is delivered to the Company's electric grid, the customer will be required to pay the greater of 1. the minimum charge as stated in their applicable rate schedule, or 2. the applicable base charge plus the applicable demand charge for the maximum measured demand during the billing period in accordance with the provisions of their applicable rate Schedule. Any charges for electricity used by the customer in excess of the generation supplied by customer-owned renewable generation will be in accordance with their applicable rate schedule. The Customer's eligibility to take service under time of use rates is not affected by this provision. Additionally, the customer, at their sole discretion, may choose to take service under the Company's standby or supplemental service rate, if available.

FLORIDA POWER & LIGHT COMPANY

Tenth Revised Sheet No. 10.015
Cancels Ninth Revised Sheet 10.015

Appendix A

Distribution Substation Facilities
Monthly Rental and Termination Factors

The Monthly Rental Factor to be applied to the in-place value of the Distribution Substation Facilities as identified in the Long-Term Rental Agreement is as follows:

	Monthly Rental Factor
Distribution Substation Facilities	1.13%

Termination Fee for Initial 20 Year Period

If the Long-Term Rental Agreement for Distribution Substation Facilities is terminated by Customer during the Initial Term, Customer shall pay to Company a Termination Fee, such fee shall be computed by applying the following Termination Factors to the in-place value of the Facilities based on the year in which the Agreement is terminated:

Year Agreement Is Terminated	Termination Factors %	Year Agreement Is Terminated	Termination Factors %	Year Agreement Is Terminated	Termination Factors %
1	2.45	8	8.21	15	4.42
2	4.40	9	8.00	16	3.58
3	5.87	10	7.66	17	2.72
4	6.93	11	7.18	18	1.82
5	7.64	12	6.61	19	0.92
6	8.06	13	5.94	20	0.00
7	8.24	14	5.21		

Termination Fee for Subsequent Extension Periods

If the Long-Term Rental Agreement for Distribution Substation Facilities is terminated by Customer during an Extension, Customer shall pay to Company a Termination Fee, such fee shall be computed based on the net present value of the remaining payments under the extension period by applying the Termination Factor based on the month terminated to the monthly rental payment amount.

Month Terminated	Termination Factor	Month Terminated	Termination Factor	Month Terminated	Termination Factor	Month Terminated	Termination Factor
1	49.745	16	39.083	31	27.317	46	14.331
2	49.067	17	38.335	32	26.490	47	13.419
3	48.384	18	37.581	33	25.659	48	12.501
4	47.696	19	36.822	34	24.821	49	11.577
5	47.004	20	36.058	35	23.978	50	10.647
6	46.307	21	35.289	36	23.130	51	9.710
7	45.606	22	34.516	37	22.276	52	8.768
8	44.900	23	33.737	38	21.416	53	7.819
9	44.190	24	32.952	39	20.551	54	6.864
10	43.475	25	32.163	40	19.680	55	5.903
11	42.755	26	31.369	41	18.803	56	4.935
12	42.030	27	30.569	42	17.920	57	3.961
13	41.301	28	29.764	43	17.032	58	2.980
14	40.566	29	28.954	44	16.138	59	1.993
15	39.827	30	28.138	45	15.237	60	1.000

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 10.100
Cancels Third Revised Sheet No. 10.100

STANDARD RATE FOR PURCHASE OF AS-AVAILABLE ENERGY FROM QUALIFYING COGENERATION AND SMALL POWER PRODUCTION FACILITIES (QUALIFYING FACILITIES)

SCHEDULE

COG-1, As-Available Energy

AVAILABLE

The Company will purchase energy offered by any Qualifying Facility located within the State of Florida under the provisions of this schedule or at contract negotiated rates as approved by the Florida Public Service Commission.

APPLICABLE

To any cogeneration or small power production Qualifying Facility located within the State of Florida producing energy for sale to the Company on an As-Available basis. As-Available Energy is described by Florida Public Service Commission (FPSC) Rule 25-17.0825, F.A.C. and is energy produced and sold by a Qualifying Facility on an hour-by-hour basis for which contractual commitments as to the time, quantity, or reliability of delivery are not required.

CHARACTER OF SERVICE

Purchase shall be, at the option of the Company, single or three phase, 60 hertz, alternating current at any available standard Company voltage.

LIMITATION:

All service pursuant to this schedule is subject to FPSC Rules 25-17.082 through 25-17.091,F.A.C.

RATE FOR PURCHASES BY THE COMPANY

A. Capacity Rates

Capacity payments to Qualifying Facilities will not be paid under this Rate Schedule. Capacity payments to Qualifying Facilities may be obtained under Rate Schedule QS-2. Firm Capacity and Energy, or pursuant to a negotiated contract.

B. Energy Rates

As-Available Energy is purchased at a unit cost, in cents per kilowatt-hour, based on the Company's actual hourly avoided energy costs, before the sale of interchange energy, which is calculated by the Company in accordance with FPSC Rule 25-17.0825, F.A.C. Base charges directly attributable to the purchase of As-Available Energy from the Qualifying Facility are deducted from the Qualifying Facility's total monthly energy payment.

Avoided energy costs shall be all costs which the Company avoided due to the purchase of As-Available Energy, including incremental fuel, identifiable variable operation and maintenance expense and identifiable variable utility power purchases. Demonstrable Company administrative costs required to calculate As-Available Energy cost may be deducted from As-Available Energy payments. The calculation of the Company's As-Available Energy cost reflects the delivery of energy from the region of the Company in which the Qualifying Facility is located. Energy payments to Qualifying Facilities located outside the Company's service area shall reflect the region in which the interchange point for the delivery of As-Available Energy is located. All sales shall be adjusted for losses from the point of metering to the point of interconnection. Appendix A provides a description methodology to be used in the calculation of As-Available Energy cost.

C. Negotiated Rates

Upon agreement by both the Company and the Qualifying Facility, an alternate contract rate for the purchase of As-Available Energy may be separately negotiated.

(Continued on Sheet No. 10.101)

FLORIDA POWER & LIGHTCOMPANY

Fifty-Second Revised Sheet No.10.101
Cancels Fifty-First Revised Sheet No.10.101

(Continued from Sheet No. 10.100)

ESTIMATED AS-AVAILABLE AVOIDED ENERGY COST

FPL will provide its most recent non-binding estimate of future AS-Available avoided cost projections within thirty days of a written request. In addition, As-Available Energy cost payments will include 0.01407¢/kWh for variable operation and maintenance expenses.

DELIVERY VOLTAGE ADJUSTMENT

The Company's actual hourly As-Available Energy costs shall be adjusted according to the delivery voltage by the following multipliers:

Delivery Voltage	Adjustment Factor
Transmission Voltage Delivery	1.0000
Primary Voltage Delivery	1.0108
Secondary Voltage Delivery	1.0307

PROJECTED ANNUAL GENERATION MIX AND FUEL PRICES

FPL's projected annual generation mix may be found on Schedules 5, 6.1 and 6.2 in FPL's Ten Year Site Plan.

(Continued on Sheet No. 10.102)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: January 1, 2025

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 10.102
Cancels Fourth Revised Sheet No. 10.102

(Continued from Sheet No. 10.102)

METERING REQUIREMENTS

The Qualifying Facility shall be required to purchase from the Company the metering equipment necessary to measure its As-Available Energy deliveries to the Company. Unless special circumstances warrant, meters shall be read at monthly intervals on the approximate corresponding day of each meter reading period.

Hourly recording meters shall be required for Qualifying Facilities with an installed capacity of 100 kilowatts or more. Where the installed capacity is less than 100 kilowatts, the Qualifying Facility may select any one of the following options: (a) an hourly recording meter, (b) a dual kilowatt-hour register time-of-day meter, or (c) a standard kilowatt-hour meter.

For Qualifying Facilities with hourly recording meters, monthly payments for As-Available Energy shall be calculated based on the product of: (1) the Company's actual As-Available Energy rate for each hour during the month; and (2) the quantity of As-Available Energy sold by the Qualifying Facility during that hour.

For Qualifying Facilities with dual kilowatt-hour register time-of-day meters, monthly payments for As-Available Energy shall be calculated based on the product of: (1) the average of the Company's actual hourly As-Available Energy rates for the on-peak and off-peak periods during the month; and (2) the quantity of As-Available Energy sold by the Qualifying Facility during each respective period.

For Qualifying Facilities with standard kilowatt-hour meters, monthly payments for As-Available Energy shall be calculated based on the product of: (1) the average of the Company's actual hourly As-Available Energy rate for the off-peak periods during the month; and (2) the quantity of As-Available Energy sold by the Qualifying Facility during the month.

For a time-of-day metered Qualifying Facility, the on-peak hours occur Monday through Friday except holidays, April 1 – October 31 from 12 noon ET to 9:00 P.M.; ET and November 1 – March 31 from 6:00 A.M. ET to 10:00 A.M. ET and 6:00 P.M. ET to 10:00 P.M ET. All hours not mentioned above and all hours of the holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day are off-peak hours.

BILLING OPTIONS

A Qualifying Facility, upon entering into a contract for the sale of firm capacity and energy or prior to delivery of As-Available Energy to the Company, may elect to make either simultaneous purchases from the Company and sales to the Company, or net sales to the Company. A decision on billing methods may only be changed: 1) when a Qualifying Facility selling As-Available Energy enters into a negotiated contract or Standard Offer Contract for the sale of firm capacity and energy; 2) when a firm capacity and energy contract expires or is lawfully terminated by either the Qualifying Facility or the Company; 3) when the Qualifying Facility is selling As-Available Energy and has not changed billing methods within the last twelve months; 4) when the election to change billing methods will not contravene the provisions of Rule 25-17.0832 or any contract between the Qualifying Facility and the Company.

If a Qualifying Facility elects to change billing methods, such changes shall be subject to the following: 1) upon at least thirty days' advance written notice to the Company; 2) the installation by the Company of any additional metering equipment reasonably required to effect the change in billing and upon payment by the Qualifying Facility for such metering equipment and its installation; and 3) upon completion and approval by the Company of any alteration(s) to the interconnection reasonably required to effect the change in billing and upon payment by the Qualifying Facility for such alteration(s).

Payments due a Qualifying Facility will be made monthly, and normally by the twentieth business day following the end of the billing period. A schedule showing the kilowatt-hours sold by the Qualifying Facility and the applicable As-Available Energy rates at which payments are being made shall accompany the payment to the Qualifying Facility.

CHARGES TO QUALIFYING FACILITY

A. Base Charges

Monthly base charges for meter reading, billing and other applicable administrative costs as per applicable Customer Rate Schedule.

(Continued on Sheet No. 10.103)

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Effective:

FLORIDA POWER & LIGHT COMPANY

Forty-Fifth Revised Sheet No. 10.103
Cancels Forty-Fourth Revised Sheet No.10.103

(Continued from Sheet No. 10.102)

B. Interconnection Charge for Non-Variable Utility Expenses:

The Qualifying Facility shall bear the cost required for interconnection, including the metering. The Qualifying Facility shall have the option of (i) payment in full for the interconnection costs upon completion of the interconnection facilities (including the time value of money during the construction) and providing a surety bond, letter of credit or comparable assurance of payment acceptable to the Company adequate to cover the interconnection costs, (ii) payment of monthly invoices from the Company for actual costs progressively incurred by the Company in installing the interconnection facilities, or (iii) upon a showing of credit worthiness, making equal monthly installment payments over a period no longer than thirty-six (36) months toward the full cost of interconnection. In the latter case, the Company shall assess interest at the rate then prevailing for the thirty (30) days highest grade commercial paper rate, such rate to be specified by the Company thirty (30) days prior to the date of each installment payment by the Qualifying Facility.

C. Interconnection Charge for Variable Utility Expenses:

The Qualifying Facility shall be billed monthly for the cost of variable utility expenses associated with the operation and maintenance of the interconnection facilities. These include (a) the Company's inspections of the interconnection facilities and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the Qualifying Facility if no sales to the Company were involved.

In lieu of payments for actual charges, the Qualifying Facility may pay a monthly charge equal to a percentage of the installed cost of the interconnection facilities necessary for the sale of energy to the Company. The applicable percentages are as follows:

Equipment Type	Charge
Metering Equipment	0.038%
Distribution Equipment	0.086%
Transmission Equipment	0.045%

D. Taxes and Assessments

The Qualifying Facility shall be billed monthly an amount equal to any taxes, assessments or other impositions, for which the Company is liable as a result of its purchases of As-Available Energy produced by the Qualifying Facility. In the event the Company receives a tax benefit as a result of its purchases of As-Available Energy produced by the Qualifying Facility, the Qualifying Facility shall be entitled to a refund in an amount equal to such benefit.

TERMS OF SERVICE

(1) It shall be the Qualifying Facility's responsibility to inform the Company of any change in the Qualifying Facility's electric generation capability.

(Continue on Sheet No.10.104)

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Effective: January 1, 2025

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 10.104
Cancels Third Revised Sheet No. 10.104

(Continued from Sheet No. 10.103)

(2) Any electric service delivered by the Company to a Qualifying Facility in the Company's service area shall be subject to the following terms and conditions:

(a) A Qualifying Facility shall be metered separately and billed under the applicable retail rate schedule, whose terms and conditions shall pertain.

(b) A security deposit will be required in accordance with FPSC Rules 25-17.082(5) and 25-6.097, F.A.C. and the following:

i) In the first year of operation, the security deposit shall be based upon the singular month in which the Qualifying Facility's projected purchases from the Company exceed, by the greatest amount, the Company's estimated purchases from the Qualifying Facility. The security deposit should be equal to twice the amount of the difference estimated for that month. The deposit shall be required upon interconnection.

ii) For each year thereafter, a review of the actual sales and purchases between the Qualifying Facility and the Company shall be conducted to determine the actual month of maximum difference. The security deposit shall be adjusted to equal twice the greatest amount by which the actual monthly purchases by the Qualifying Facility exceed the actual sales to the Company in that month.

(c) The Company shall specify the point of interconnection and voltage level.

(d) The Qualifying Facility must enter into an interconnection agreement with the Company which will, among other things, specify safety and reliability standards for the interconnection to the Company's system. In most instances, the Company's filed Interconnection Agreement for Qualifying Facilities will be used; however, special features of the Qualifying Facility or its interconnection to the Company's facilities may require modifications to the Interconnection Agreement or the safety and reliability standards contained therein.

(3) Service under this rate schedule is subject to the rules and regulations of the Company and the Florida Public Service Commission.

SPECIAL PROVISIONS

(1) Negotiated contracts deviating from the above standard rate schedule are allowable provided the Company agrees to them and they are approved by the Florida Public Service Commission.

(2) For a Qualifying Facility inside or outside of the Company's service area that wishes to contract with another electric utility which is directly or indirectly interconnected with the Company, the Company will, upon request, provide information on the availability and the terms and conditions of the specified desired transmission service for delivery of the Qualifying Facility's power to the purchasing utility or to an intermediate utility. Where wheeling power produced by a Qualifying Facility will impair the Company's ability to give adequate service to the rest of the Company's customers or place an undue burden on the Company, the Company may petition the FPSC for a waiver of this special provision no. 2. Where existing Company transmission capacity does exist, the Qualifying Facility shall be responsible for all costs associated with such transmission service including wheeling charges, line losses incurred by the Company; and inadvertent energy flows resulting from wheeling..

(a) The rates, terms and conditions for all of the Company's firm Transmission Service Arrangements are subject to the jurisdiction of Federal Energy Regulatory Commission ("FERC"). The Company will provide the Qualifying Facility, for informational purposes, copies of Transmission Service Agreements which have been previously accepted or approved by the FERC and which govern arrangements similar to the service being requested by the Qualifying Facility.

(b) Transmission service arrangements on an if, when and as-available (non-firm) basis are also subject to the FERC's jurisdiction. Any such arrangement shall be by individualized contract and shall not otherwise interfere with the Company's ability to provide firm retail, firm wholesale and firm transmission service.

(Continued on Sheet No. 10.105)

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FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 10.105
Cancels First Sheet No. 10.105

APPENDIX A

DESCRIPTION OF AS-AVAILABLE ENERGY COST CALCULATION METHODOLOGY

The Company uses a marginal production costing program to calculate As-Available Energy costs. Each hour, actual system data (dispatch fuel costs, system load, generating unit status, interchange schedules, etc.) are automatically provided to the program. The dispatch fuel costs used are based on the average price of replacement fuel purchased in excess of contract minimums in conformance with FPSC Order No. 19548. The program computes a production cost for the base case from these data by economically dispatching available units and available interchange schedules to the desired load level (excludes interchange sales). The program then computes the production cost for the appropriate As-Available Energy block size by redispatching the same energy sources to a higher level; the base case is increased by transmission losses (which reflect the difference in generation levels required to serve load from specific points in the power system). The difference in production costs is divided by the block size to determine the $/MWh avoided cost. This cost is developed simultaneously for eight geographic areas in the power system. The area prices differs due to changes in transmission losses as the generation required to replace the As-Available Energy block size varies from one location to another.

The as-available block size is based on the average hourly delivery during the prior billing month from all Qualifying Facilities whose energy payments are based on the As-Available Energy cost.

Incremental generating unit operation and maintenance costs are computed annually, coincident with the filing of the October–March fuel factor, based on the methodology approved in FPSC Docket No. 860001-EI-E. The methodology determines the maximum $/MWh cost for those generating unit cost components which can vary based upon changes in generation levels for units already on-line. Resulting rates are developed by linear regression based on actual data for the prior year, and statistically validated. Marginal operation and maintenance costs for any interchange energy that might be included in the As-Available Energy price are already included in the interchange energy cost.

During unique circumstances, manual adjustments are made to the prices computed by the program:

a) When gas turbines are online to serve the Company's load, the cost of the gas turbine energy replaces the calculated As-Available Energy cost. This is necessary when the gas turbines are in the manual mode (i.e., do not respond to system load changes) and therefore would not be included when the program redispatches generating sources.

b) When internal transmission constraints require the use of higher cost resources within a specific geographic area, the calculated As-Available Energy cost is replaced by the higher cost (for those facilities inside the area whose output would reduce the use of the higher cost resources).

c) When the delivery of Qualifying Facility output within a geographic area constrains the Company's ability to dispatch economic resources in the area, the calculated As-Available Energy price for the area is reduced to the cost of the resource constrained.

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 10.150
Cancels Fourth Revised Sheet No. 10.150

PAYMENTS FOR PURCHASES OF POWER FROM QUALIFYING FACILITIES DURING GENERATION CAPACITY ALERTS

SCHEDULE

COG-3, Purchase of Power During Generation Capacity Alerts

AVAILABLE

Entire service area.

APPLICABLE

To any Qualifying Facility producing energy for sale to the Company on an As-Available basis.

LIMITATIONS

All purchases by the Company pursuant to this Schedule COG-3 are subject to FPSC Rules 25-17.080 through 25-17.087, F.A.C., inclusive, as currently in effect or as they may be amended by the FPSC from time to time.

DELIVERY INCENTIVE ADDER FOR SALES TO THE COMPANY

Payments by the Company to QFs for power provided to the Company hereunder shall be the sum of the following:

(a) The amounts as described in Schedule COG-1, ENERGY RATES; plus

(b) A Delivery Incentive Adder of $2.71/MWh, subject to the conditions specified below.

Payments shall be made by the Company in accordance with Schedule COG-1 procedures.

CONDITIONS FOR DELIVERY INCENTIVE ADDER

The Company will pay the Delivery Incentive Adder identified above subject to the condition that the Company projects an impending Generation Capacity Alert, defined as a situation whereby the loss of the Company's largest generating unit then online would cause the Company to purchase emergency power or, if unavailable, interrupt firm native load. The Company's Operating Representative will exercise all reasonable efforts to provide at least four (4) hours' advance notice to each participating QF's Operating Representative prior to the Generation Capacity Alert, and will advise QFs' Operating Representatives of the hours of the Generation Capacity Alert. The Delivery Incentive Adder will be applicable and paid only during those hours when (i) the Company is in a Generation Capacity Alert, (ii) the QF's Operating Representative has, at the time of the Company's provision of notice, firmly committed to the Company all or a specified portion, in megawatts, of the QF's electrical output, and (iii) the QF actually delivers the committed output to the Company during the hours of the Generation Capacity Alert.

RESPONSIBILITIES FOR INSURANCE AND INDEMNIFICATION

Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Company's and each participating QF's respective responsibilities for insurance and indemnification shall be as set forth in their interconnection agreement.

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FLORIDA POWER & LIGHT COMPANY

Seventh Revised Sheet No. 10.300
Cancels Sixth Revised Sheet No. 10.300

RATE SCHEDULE QS-2
APPENDIX A
TO THE STANDARD OFFER CONTRACT
STANDARD RATE FOR PURCHASE OF FIRM CAPACITY AND ENERGY
FROM A RENEWABLE ENERGY FACILITY
OR A QUALIFYING FACILITY WITH A DESIGN CAPACITY OF 100 KW ORLESS

SCHEDULE
QS-2, Firm Capacity and Energy

AVAILABLE
The Company will, under the provisions of this Schedule and the Company's "Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Facility or a Qualifying Facility with a design capacity of 100 KW or less" ("Standard Offer Contract"), purchase firm capacity and energy offered by a Renewable Energy Facility specified in Section 366.91, Florida Statutes or by a Qualifying Facility with a design capacity of 100 KW or less as specified in FPSC Rule 25-17-0832(4) and which is either directly or indirectly interconnected with the Company. Both of these types of facilities shall also be referred to herein as Qualified Seller or "QS".

The Company will petition the FPSC for closure upon any of the following as related to the generating unit upon which this standard offer contract is based i.e. the Avoided Unit: (a) a request for proposals (RFP) pursuant to Rule 25-22.082, F.A.C., is issued, (b) the Company files a petition for a need determination or commences construction of the Avoided Unit when the generating unit is not subject to Rule 25-22.082, F.A.C., or (c) the generating unit upon which the standard offer contract is based is no longer part of the utility's generation plan, as evidenced by a petition to that effect filed with the Commission or by the utility's most recent Ten Year Site Plan.

APPLICABLE
To Renewable Energy Facilities as specified in Section 366.91, Florida Statutes producing capacity and energy from qualified renewable resources for sale to the Company on a firm basis pursuant to the terms and conditions of this schedule and the Company's "Standard Offer Contract". Firm Renewable Capacity and Renewable Energy are capacity and energy produced and sold by a QS pursuant to the Standard Offer Contract provisions addressing (among other things) quantity, time and reliability of delivery.

To Qualifying Facilities ("QF"), with a design capacity of 100 KW or less, as specified in FPSC Rule 25-17.0832(4)(a) producing capacity and energy for sale to the Company on a firm basis pursuant to the terms and conditions of this schedule and the Company's "Standard Offer Contract", Firm Capacity and Energy are described by FPSC Rule 25-17.0832, F.A.C., and are capacity and energy produced and sold by a QF pursuant to the Standard Offer Contract provisions addressing (among other things) quantity, time and reliability of delivery.

CHARACTER OF SERVICE
Purchases within the areas served by the Company shall be, at the option of the Company, single or three phase, 60 hertz alternating current at any available standard Company voltage. Purchases from outside the areas served by the Company shall be three phase, 60 hertz alternating current at the voltage level available at the interchange point between the Company and the entity delivering the Firm Energy and Capacity from the QS.

LIMITATION
Purchases under this schedule are subject to Section 366.91, Florida Statutes and/or FPSC Rules 25-17.0832 through 25-17.091, F.A.C., and 25-17.200 through 25-17.310 F.A.C and are limited to those Facilities which:

A. Commit to commence deliveries of firm capacity and energy no later than the in-service date of the Avoided Unit, as detailed in Appendix II, and to continue such deliveries for a period of at least 10 years up to a maximum of the life of the avoided unit;

B. Are not currently under contract with the Company or with any other entity for the Facility's output for the period specified above

(Continued on Sheet No. 10.301)

FLORIDA POWER & LIGHT COMPANY

Seventh Revised Sheet No. 10.301
Cancels Sixth Revised Sheet No. 10.301

(Continued from Sheet No. 10.300)

RATES FOR PURCHASES BY THE COMPANY

Firm Capacity and Energy are purchased at a unit cost, in dollars per kilowatt per month and cents per kilowatt-hour, respectively, based on the capacity required by the Company. For the purpose of this Schedule, an Avoided Unit has been designated by the Company, and is detailed in Appendix II to this Schedule. Appendix I to this Schedule describes the methodology used to calculate payment schedules, applicable to the Company's Standard Offer Contract filed and approved pursuant to Section 366.91, Florida Statutes and to FPSC Rules 25-17.082 through 25-17.091, F.A.C and 25-17.200 through 25-17.310, F.A.C.

A. **Firm Capacity Rates**

Options A through E are available for payment of firm capacity which is produced by a QS and delivered to the Company. Once selected, an option shall remain in effect for the term of the Standard Offer Contract with the Company. A payment schedule, for the normal payment option as shown below, contains the monthly rate per kilowatt of Firm Capacity which the QS has contractually committed to deliver to the Company and is based on a contract term which extends ten (10) years beyond the in-service date of the Avoided Unit. Payment schedules for other contract terms, as specified in Appendix E, will be made available to any QS upon request and may be calculated based upon the methodologies described in Appendix I. The currently approved parameters used to calculate the schedule of payments are found in Appendix II to this Schedule.

Adjustment to Capacity Payment

The firm capacity rates will be adjusted to reflect the impact that the location of the QS will have on FPL system reliability due to constraints imposed on the operation of FPL transmission tie lines.

Appendix III shows, for illustration purposes, the factors that would be used to adjust the firm capacity rate for different geographical areas. The actual adjustment would be determined on a case-by-case basis. The amount of such adjustment, as well as a binding contract rate for firm capacity, shall be provided to the QS within sixty days of FPL execution of the signed Standard Offer Contract.

Option A - Fixed Value of Deferral Payments - Normal Capacity

Payment schedules under this option are based on the value of a single year purchase with an in-service date of the Avoided Unit, as described in Appendix I. Once this option is selected, the current schedule of payments shall remain fixed and in effect throughout the term of the Standard Offer Contract.

(Continued on Sheet No. 10.302)

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(Continued from Sheet No. 10.301)

Option B - Fixed Value of Deferral Payments - Early Capacity

Payment schedules under this option are based upon the early capital cost component of the value of a year-by-year deferral of the Company's Avoided Unit provided; however, that under no circumstances may payments begin before the QS is delivering firm capacity and energy to the Company pursuant to the terms of the Standard Offer Contract. When this option is selected, the capacity payments shall be made monthly commencing no earlier than the Capacity Delivery Date of the QS and calculated using the methodology shown on Appendix I.

The QS shall select the month and year in which the deliveries of firm capacity and energy to the Company are to commence and capacity payments are to start. The Company will provide the QS with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Standard Offer Contract as specified in Appendix E.

Option C - Fixed Value of Deferral Payment - Levelized Capacity

Payment schedules under this option are based upon the levelized capital cost component of the value of a year-by-year deferral of the Company's Avoided Unit. The capital portion of capacity payments under this option shall consist of equal monthly payments over the term of the Standard Offer Contract, calculated as shown on Appendix I. The fixed operation and maintenance portion of the capacity payments shall be equal to the value of the year-by-year deferral of fixed operation and maintenance expense associated with the Company's Avoided Unit. The methodology used to calculate this option is shown in Appendix I. The Company will provide the QS with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Standard Offer Contract as specified in Appendix E.

Option D - Fixed Value of Deferral Payment - Early Levelized Capacity

Payment schedules under this option are based upon the early levelized capital cost component of the value of a year-by-year deferral of the Company's Avoided Unit. The capital portion of the capacity payments under this option shall consist of equal monthly payments over the term of the Standard Offer Contract, calculated as shown on Appendix I. The fixed operation and maintenance expense shall be calculated as shown in Appendix I. At the option of the QS, payments for early levelized capacity shall commence at any time before the anticipated in-service date of the Company's Avoided Unit as specified in Appendix E, provided that the QS is delivering firm capacity and energy to the Company pursuant to the terms of the Standard Offer Contract. The Company will provide the QS with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Standard Offer Contract as specified in Appendix E.

Option E – Flexible Payment Option

Payment schedules under this option are based upon a payment stream elected by the QS consisting of the capital component of the Company's avoided unit. Payments can commence at any time after the actual in-service date of the QS and before the anticipated in-service date of the utility's avoided unit, as specified in Appendix E, provided that the QS is delivering firm capacity and energy to the Company pursuant to the terms of the Standard Offer Contract. Regardless of the payment stream elected by the QS, the cumulative present value of capital cost payments made to the QS over the term of the contract shall not exceed the cumulative present value of the capital cost payments which would have been made to the QS had such payments been made pursuant to FPSC Rule 25-17.0832(4)(g)1, F.A.C. Fixed operation and maintenance expense shall be calculated in conformance with Rule 25-17.0832(6),F.A.C. The Company will provide the QS with a schedule of capacity payment rates based on the information specified in Appendix E.

(Continued on Sheet No. 10.303)

FLORIDA POWER & LIGHTCOMPANY

Sixth Revised Sheet No. 10.303
Cancels Fifth Revised Sheet No. 10.303

(Continued from Sheet No. 10.302)

B. Energy Rates

(1) Payments Associated with As-Available Energy Costs prior to the In-Service Date of the Avoided Unit.

Options A or B are available for payment of energy which is produced by the QS and delivered to the Company prior to the in-service date of the Avoided Unit. The QS shall indicate its selection in Appendix E, Once selected; an option shall remain in effect for the term of the Standard Offer Contract with the Company.

Option A – Energy Payments based on Actual Energy Costs

The energy rate, in cents per kilowatt-hour (¢/KWh), shall be based on the Company's actual hourly avoided energy costs which are calculated by the Company in accordance with FPSC Rule 25-17.0825, F.A.C. Avoided energy costs include incremental fuel, identifiable operation and maintenance expenses, and an adjustment for line losses reflecting delivery voltage. The calculation of the Company's avoided energy costs reflects the delivery of energy from the region of the Company in which the Delivery Point of the QS is located. When economy transactions take place, the incremental costs are calculated as described in FPL's Rate Schedule COG-1.

The calculation of payments to the QS shall be based on the sum, over all hours of the billing period, of the product of each hour's avoided energy cost times the purchases of energy from the QS by the Company for that hour. All purchases of energy shall be adjusted for losses from the point of metering to the Delivery Point.

Option B – Energy Payments based on the year by year projection of As-Available energy costs

The energy rate, in cents per kilowatt-hour (¢/KWh), shall be based on the Company's year by year projection of system incremental fuel costs, prior to hourly economy sales to other utilities, based on normal weather and fuel market conditions (annual As-Available Energy Cost Projection which are calculated by the Company in accordance with FPSC Rule 25-17.0825, F.A.C. and with FPSC Rule 25-17.250(6) (a) F.A.C.) plus a fuel market volatility risk premium mutually agreed upon by the utility and the QS. Prior to the start of each applicable calendar year, the Company and the QS shall mutually agree on the fuel market volatility risk premium for the following calendar year, normally no later than November 15. The Company will provide its projection of the applicable annual As-Available Energy Cost prior to the start of the calendar year, normally no later than November 15 of each applicable calendar year. In addition to the applicable As-Available Energy Cost projection the energy payment will include identifiable operation and maintenance expenses, an adjustment for line losses reflecting delivery voltage and a factor that reflects in the calculation of the Company's Avoided Energy Costs the delivery of energy from the region of the Company in which the Delivery Point of the QS is located.

The calculation of payments to the QS shall be based on the sum, over all hours of the billing period, of the product of each hour's applicable Projected Avoided Energy Cost times the purchases of energy from the QS by the Company for that hour. All purchases of energy shall be adjusted for losses from the point of metering to the Delivery Point.

(2) Payments Associated with Applicable Avoided Energy Costs after the In-Service Date of the Avoided Unit.

Option C is available for payment of energy which is produced by the QS and delivered to the Company after the in-service date of the avoided unit. In addition, Option D is available to the QS which elects to fix a portion of the firm energy payment. The QS shall indicate its selection of Option D in Appendix E, once selected, Option D shall remain in effect for the term of the Standard Offer Contract.

Option C- Energy Payments based on Actual Energy Costs starting on the in-service date of the Avoided Unit, as detailed in Appendix II.

The calculation of payments to the QS for energy delivered to FPL on and after the in-service date of the Avoided Unit shall be the sum, over all hours of the Monthly Billing Period, of the product of (a) each hour's firm energy rate (¢/KWh); and (b) the amount of energy (KWH) delivered to FPL from the Facility during that hour.

(Continued on Sheet No. 10.304)

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(Continued from Sheet No. 10.303)

For any Dispatch Hour the firm energy rate shall be, on an hour-by-hour basis, the Company's Avoided Unit Energy Cost. For any other period during which energy is delivered by the QS to FPL, the firm energy rate in cents per kilowatt hour (¢/KWh) shall be the following on an hour-by-hour basis: the lesser of (a) the as-available energy rate calculated by FPL in accordance with FPSC Rule 25-17.0825, FAC, and FPL's Rate Schedule COG-1, as they may each be amended from time to time and (b) the Company's Avoided Unit Energy Cost. The Company's Avoided Unit Energy Cost, in cents per kilowatt-hour (¢/KWh) shall be defined as the product of: (a) the fuel price in $/mmBTU as determined from gas prices published in Platts Inside FERC Gas Market Report, first of the month posting for Florida Gas Transmission Zone 3, plus all charges, surcharges and percentages that are in effect from time to time for service under Gulfstream Natural Gas System's Rate Schedule FTS; and (b) the average annual heat rate of the Avoided Unit, plus (c) an additional payment for variable operation and maintenance expenses which will be escalated based on the actual Producer Price Index. All energy purchases shall be adjusted for losses from the point of metering to the Delivery Point. The calculation of the Company's avoided energy cost reflects the delivery of energy from the geographical area of the Company in which the Delivery Point of the QS is located.

Option D- Fixed Firm Energy Payments Starting as early as the In-Service Date of the QS Facility

The calculation of payments to the QS for energy delivered to FPL may include an adjustment at the election of the QS in order to implement the provisions of Rule 25-17.250 (6) (b), F.A.C. Subsequent to the determination of full avoided cost and subject to the provisions of Rule 25-17.0832(3) (a) through (d), F.A.C., a portion of the base energy costs associated with the avoided unit, mutually agreed upon by the utility and renewable energy generator, shall be fixed and amortized on a present value basis over the term of the contract starting, at the election of the QS, as early as the in-service date of the QS. "Base energy costs associated with the avoided unit" means the energy costs of the avoided unit to the extent the unit would have operated. The portion of the base energy costs mutually agreed to by the Company and the QS shall be specified in Appendix E. The Company will provide the QS with a schedule of "Fixed Energy Payments" over the term of the Standard Offer Contract based on the applicable information specified in AppendixE.

ESTIMATED AS-AVAILABLE ENERGYCOST

As required in Section 25-17.0832, F.A.C. as-available energy cost projections until the in-service date of the avoided unit will be provided within 30 days of receipt by FPL of a written request for such projections by any interested person.

ESTIMATED UNIT FUEL COST

As required in Section 25-17.0832, F.A.C. the estimated unit fuel costs associated with the Company's Avoided Unit and based on current estimates of the price of natural gas will be provided within 30 days of a written request for such an estimate.

(Continued on Sheet No. 10.305)

FLORIDA POWER & LIGHTCOMPANY

Seventh Revised Sheet No. 10.305
Cancels Sixth Revised Sheet No. 10.305

(Continued from Sheet No. 10.304)

DELIVERY VOLTAGE ADJUSTMENT

Energy payments to a QS within the Company's service area shall be adjusted according to the delivery voltage by the multipliers provided in the COG-1.

PERFORMANCE CRITERIA

Payments for Firm Capacity are conditioned on the QS's ability to maintain the following performance criteria:

A. **Capacity Delivery Date**
The Capacity Delivery Date shall be no later than the projected in-service date of the Company's Avoided Unit, as detailed in Appendix II.

B. **Availability and Capacity Factor**
The Facility's availability and capacity factor are used in the determination of firm capacity payments through a performance based calculation as detailed in Appendix B to the Company's Standard Offer Contract.

METERING REQUIREMENTS

A QS within the areas served by the Company shall be required to purchase from the Company hourly recording meters to measure their energy deliveries to the Company. Energy purchases from a QS outside the territory of the Company shall be measured as the quantities scheduled for interchange to the Company by the entity delivering Firm Capacity and Renewable Energy to the Company.

For the purpose of this Schedule, the on-peak hours shall be those hours occurring April 1 through October 31 Mondays through Fridays, from 12 noon EST to 9:00 pm. EST excluding Memorial Day, Independence Day and Labor Day; and November 1 through March 31 Mondays through Fridays from 6:00 a.m. EST to 10:00 a.m. EST and 6:00 p.m. EST to 10:00 p.m. EST prevailing Eastern time excluding Thanksgiving Day, Christmas Day, and New Years Day. FPL shall have the right to change such On-Peak Hours by providing the QS a minimum of thirty calendar days' advance written notice.

BILLING OPTIONS

A QS, upon entering into a Standard Offer Contract for the sale of firm capacity and energy or prior to delivery of as-available energy, may elect to make either simultaneous purchases from and sales to the Company, or net sales to the Company; provided, however, that no such arrangement shall cause the QS to sell more than the Facility's net output. A decision on billing methods may only be changed: 1) when a QS selling as-available energy enters into a Standard Offer Contract for the sale of firm capacity and energy; 2) when a Standard Offer Contract expires or is lawfully terminated by either the QS or the Company; 3) when the QS is selling as-available energy and has not changed billing methods within the last twelve months; 4) when the election to change billing methods will not contravene this Tariff or the contract between the QS and the Company.

If a QS elects to change billing methods, such changes shall be subject to the following: 1) upon at least thirty days advance written notice to the Company; 2) the installation by the Company of any additional metering equipment reasonably required to effect the change in billing and upon payment by the QS for such metering equipment and its installation; and 3) upon completion and approval by the Company of any alteration(s) to the interconnection reasonably required to effect the change in billing and upon payment by the QS for such alteration(s).

Payments due a QS will be made monthly and normally by the twentieth business day following the end of the billing period. The kilowatt-hours sold by the QS and the applicable avoided energy rates at which payments are being made shall accompany the payment to the QS.

A statement covering the charges and payments due the QS is rendered monthly, and payment normally is made by the twentieth business day following the end of the billing period.

(Continued on Sheet No. 10.306)

FLORIDA POWER & LIGHT COMPANY

Eighth Revised Sheet No. 10.306
Cancels Seventh Revised Sheet No. 10.306

(Continued from Sheet No. 10.305)

CHARGES TO ENERGY FACILITY

The QS shall be responsible for all applicable charges as currently approved or as they may be approved by the Florida Public Service Commission, including, but not limited to:

A. Base Charges:

Monthly base charges for meter reading, billing and other applicable administrative costs as per applicable Customer Rate Schedule.

B. Interconnection Charge for Non-Variable Utility Expenses

The QS shall bear the cost required for interconnection, including the metering. The QS shall have the option of (i) payment in full for the interconnection costs including the time value of money during the construction of the interconnection facilities and providing a Bond, Letter of Credit or comparable assurance of payment acceptable to the Company adequate to cover the interconnection cost estimates, (ii) payment of monthly invoices from the Company for actual costs progressively incurred by the Company in installing the interconnection facilities, or (iii) upon a showing of credit worthiness, making equal monthly installment payments over a period no longer than thirty-six (36) months toward the full cost of interconnection. In the latter case, the Company shall assess interest at the rate then prevailing for thirty (30) day highest grade commercial paper, such rate to be specified by the Company thirty (30) days prior to the date of each installment payment by the QS.

C. Interconnection Charge for Variable Utility Expenses

The QS shall be billed monthly for the variable utility expenses associated with the operation and maintenance of the interconnection facilities. These include (a) the Company's inspections of the interconnection facilities and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the QS if no sales to the Company were involved.

In lieu of payment for actual charges, the QS may pay a monthly charge equal to a percentage of the installed cost of the interconnection facilities as provided in COG-1.

D. Taxes and Assessments

In the event that FPL becomes liable for additional taxes, including interest and/or penalties arising from an Internal Revenue Service's determination, through audit, ruling or other authority, that FPL's payments to the QS for capacity under options B, C, D, E or for energy pursuant to the Fixed Firm Energy Payment Option D are not fully deductible when paid (additional tax liability), FPL may bill the QS monthly for the costs, including carrying charges, interest and/or penalties, associated with the fact that all or a portion of these capacity payments are not currently deductible for federal and/or state income tax purposes. FPL, at its option, may offset these costs against amounts due the QS hereunder. These costs would be calculated so as to place FPL in the same economic position in which it would have been if the entire early, levelized or early levelized capacity payments or the Fixed Firm Energy Payment had been deductible in the period in which the payments were made. If FPL decides to appeal the Internal Revenue Service's determination, the decision as to whether the appeal should be made through the administrative or judicial process or both, and all subsequent decisions pertaining to the appeal (both substantive and procedural), shall rest exclusively with FPL.

(Continued on Sheet No. 10.307)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 10.307**

(Continued from Sheet No. 10.306)

TERMS OF SERVICE

(1) It shall be the QS's responsibility to inform the Company of any change in its electric generation capability.

(2) Any electric service delivered by the Company to a QS located in the Company's service area shall be subject to the following terms and conditions:

(a) A QS shall be metered separately and billed under the applicable retail rate schedule(s), whose terms and conditions shall pertain.

(b) A security deposit will be required in accordance with FPSC Rules 25-17.082(5) and 25-6.097, F.A.C., and the following:

(i) In the first year of operation, the security deposit should be based upon the singular month in which the QS's projected purchases from the Company exceed, by the greatest amount, the Company's estimated purchases from the QS. The security deposit should be equal to twice the amount of the difference estimated for that month. The deposit is required upon interconnection.

(ii) For each year thereafter, a review of the actual sales and purchases between the QS and the Company will be conducted to determine the actual month of maximum difference. The security deposit should be adjusted to equal twice the greatest amount by which the actual monthly purchases by the QS exceed the actual sales to the Company in that month.

(c) The Company shall specify the point of interconnection and voltage level.

(d) The QS must enter into an interconnection agreement with the Company which will, among other things, specify safety and reliability standards for the interconnection to the Company's system. In most instances, the Company's filed Interconnection Agreement for Qualifying Facilities will be used; however, special features of the QS or its interconnection to the Company's facilities may require modifications to this Interconnection Agreement or the safety and reliability standards contained therein.

(3) Service under this rate schedule is subject to the rules and regulations of the Company and the Florida Public Service Commission.

SPECIAL PROVISIONS

(1) Special contracts deviating from the above standard rate schedule are allowable provided the Company agrees to them and they are approved by the Florida Public Service Commission.

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: May 22, 2007

APPENDIX I
TO RATE SCHEDULE QS-2
CALCULATION OF VALUE OF DEFERRAL PAYMENTS

APPLICABILITY

Appendix I provides a detailed description of the methodology used by the Company to calculate the monthly values of deferring or avoiding the Company's Avoided Unit identified in Schedule QS-2. When used in conjunction with the current FPSC-approved cost parameters associated with the Company's Avoided Unit contained in Appendix II, a QS may determine the applicable value of deferral capacity payment rate associated with the timing and operation of its particular facility should the QS enter into a Standard Offer Contract with the Company.

CALCULATION OF VALUE OF DEFERRAL OPTION A

FPSC Rule 25-17.0832(5) specifies that avoided capacity costs, in dollars per kilowatt per month, associated with capacity sold to a utility by a QS pursuant to the Company's Standard Offer Contract shall be defined as the year-by-year value of deferral of the Company's Avoided Unit. The year-by-year value of deferral shall be the difference in revenue requirements associated with deferring the Company's Avoided Unit one year, and shall be calculated as follows:

Where, for a one year deferral:

VAC_m = utility's monthly value of avoided capacity and O & M, in dollars per kilowatt per month, for each month of year n;

K = present value of carrying charges for one dollar of investment over L years with carrying charges computed using average annual rate base and assumed to be paid at the middle of each year and present valued to the middle of the first year;

R = $(1 + i_p) / (1 + r)$;

I_n = total direct and indirect cost, in mid-year dollars per kilowatt including AFUDC but excluding CWIP, of the Company's Avoided Unit with an in-service date of year n, including all identifiable and quantifiable costs relating to the construction of the Company's Avoided Unit which would have been paid had the Unit been constructed;

O_n = total fixed operation and maintenance expense for the year n, in mid-year dollars per kilowatt per year, of the Company's Avoided Unit;

i_p = annual escalation rate associated with the plant cost of the Company's Avoided Unit(s);

i_o = annual escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit(s);

r = annual discount rate, defined as the utility's incremental after-tax cost of capital;

L = expected life of the Company's Avoided Unit(s); and

n = year for which the Company's Avoided Unit(s) is (are) deferred starting with its (their) original anticipated in-service date(s) and ending with the termination of the Company's Standard Offer Contract.

(Continued on Sheet No. 10.309)

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 10.309**

(Continued from Sheet No. 10.308)

CALCULATION OF FIXED VALUE OF DEFERRAL PAYMENTS – EARLY CAPACITY- OPTION B

Normally, payments for firm capacity shall not commence until the in-service date of the Company's Avoided Unit(s). At the option of the QS, however, the Company may begin making payments for early capacity consisting of the capital cost component of the value of a year-by-year deferral of the Company's Avoided Unit starting as early as the in-service date of the QS facility. When such payments for early capacity are elected, the avoided capital cost component of capacity payments shall be paid monthly commencing no earlier than the Capacity Delivery Date of the QS, and shall be calculated as follows:

$$A_m = A_c \frac{(1+i_p)^{(m-1)}}{12} + A_o \frac{(1+i_o)^{(m-1)}}{12} \quad for\ m = 1\ tot$$

Where:

A_m = monthly payments to be made to the QS for each month of the contract year n, in dollars per kilowatt per month in which QS delivers capacity pursuant to the early capacity option;

i_p = annual escalation rate associated with the plant cost of the Company's Avoided Unit(s);

i_o = annual escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit(s);

m = year for which the fixed value of deferral payments under the early capacity option are made to a QS, starting in year one and ending in the year t;

t = the term, in years, of the Standard Offer Contract;

A_c = $F [(1 - R)/(1- R^t)]$

Where:

F = the cumulative present value, in the year that the contractual payments will begin, of the avoided capital cost component of capacity payments which would have been made had capacity payments commenced with the anticipated in-service date of the Company's Avoided Unit(s);

R = $(1 + i_p) / (1 + r)$

r = annual discount rate, defined as the Company's incremental after-tax cost of capital; and

A_o = $G [(1 - R)/(1- R^t)]$

Where:

G = The cumulative present value, in the year that the contractual payments will begin, of the avoided fixed operation and maintenance expense component of capacity payments which would have been made had capacity payments commenced with the anticipated in-service date of the Company's Avoided Unit(s).

R = $(1 + i_o) / (1 + r)$

The currently approved parameters applicable to the formulas above are found in Appendix II.

(Continued on Sheet No. 10.310)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: May 22, 2007

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 10.310**

(Continued from Sheet No. 10.309)

CALCULATION OF FIXED VALUE OF DEFERRAL PAYMENTS – LEVELIZED AND EARLY LEVELIZED CAPACITY – OPTION C & OPTION D, RESPECTIVELY

Monthly fixed value of deferral payments for levelized and early levelized capacity shall be calculated as follows:

$$P_L = \frac{F}{12} \; x \; \frac{r}{1-(1+r)^{-t}} + O$$

Where:

P_L = the monthly levelized capacity payment, starting on or prior to the in-service date of the Company's Avoided Unit(s);

F = the cumulative present value, in the year that the contractual payments will begin, of the avoided capital cost component of the capacity payments which would have been made had the capacity payments not been levelized;

r = the annual discount rate, defined as the Company's incremental after-tax cost of capital;

t = the term, in years, of the Standard Offer Contract;

O = the monthly fixed operation and maintenance component of the capacity payments, calculated in accordance with calculation of the fixed value of deferral payments for the levelized capacity or the early levelized capacity options.

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: May 22, 2007

FLORIDA POWER & LIGHTCOMPANY

Twentieth Revised Sheet No. 10.311
Cancels Nineteenth Revised Sheet No. 10.311

APPENDIX II
TO RATE SCHEDULEQS-2
2032 AVOIDED UNIT INFORMATION

The Company's Avoided Unit has been determined to be a 469 MW Combustion Turbine Unit with an in-service date of June 1, 2032 and a contract heat rate of 10,325 Btu/kWh.

EXAMPLE STANDARD OFFER CONTRACT AVOIDED CAPACITY PAYMENTS
FOR A CONTRACT TERM OF TEN YEARS FROM THE IN-SERVICE DATE OF THE AVOIDED UNIT
($/KW/MONTH)

	Option A	Option B	Option C	Option D
Contract Year	Normal Capacity Payment	Early Capacity Payment	Levelized Capacity Payment	Early Levelized Capacity Payment
2026	$ -	$ -	$ -	$ -
2027	$ -	$ -	$ -	$ -
2028	$ -	$ 5.64	$ -	$ 6.30
2029	$ -	$ 5.76	$ -	$ 6.30
2030	$ -	$ 5.88	$ -	$ 6.30
2031	$ -	$ 6.00	$ -	$ 6.30
2032	$ 9.75	$ 6.12	$ 10.56	$ 6.30
2033	$ 9.95	$ 6.25	$ 10.56	$ 6.30
2034	$ 10.16	$ 6.37	$ 10.56	$ 6.30
2035	$ 10.36	$ 6.50	$ 10.56	$ 6.30
2036	$ 10.58	$ 6.64	$ 10.56	$ 6.30
2037	$ 10.79	$ 6.77	$ 10.56	$ 6.30
2038	$ 11.01	$ 6.91	$ 10.56	$ 6.30
2039	$ 11.24	$ 7.05	$ 10.56	$ 6.30
2040	$ 11.47	$ 7.20	$ 10.56	$ 6.30
2041	$ 11.70	$ 7.34	$ 10.56	$ 6.30
2042	$ 11.94	$ 7.49	$ 10.56	$ 6.30

ESTIMATED AS-AVAILABLE ENERGY COST

For informational purposes, the most recent estimated incremental avoided energy costs for the next ten years will be provided within thirty (30) days of written request.

ESTIMATED UNIT FUEL COSTS ($/MMBtu):
The most recent estimated unit fuel costs for the Company's avoided unit will be provided within thirty (30) days of written request.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: June 3, 2025

FLORIDA POWER & LIGHT COMPANY

Thirteenth Revised Sheet No.10.311.1
Cancels Twelfth Revised Sheet No. 10.311.1

2034 AVOIDED UNIT FIXED VALUE OF DEFERRAL PAYMENTS

Where, for a one-year deferral:			Value
VAC_m	=	Company's value of avoided capacity and O&M, in dollars per kilowatt per month, during month m;	$9.7535
K	=	present value of carrying charges for one dollar of investment over L years with carrying charges computed using average annual rate base and assumed to be paid at the middle of each year and present valued to the middle of the first year;	1.3786
I_n	=	total direct and indirect cost, in mid-year dollars per kilowatt including AFUDC but excluding CWIP, of the Company's Avoided Unit with an in-service date of year n;	$1,224.90
O_n	=	total fixed operation and maintenance expense, for the year n, in mid-year dollars per kilowatt per year, of the Company's Avoided Unit;	$10.80
i_p	=	annual escalation rate associated with the plant cost of the Company's Avoided Unit;	2.00%
i_o	=	annual escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit;	2.50%
r	=	annual discount rate, defined as the Company's incremental after-tax cost of capital;	8.15%
L	=	expected life of the Company's Avoided Unit;	40
n	=	year for which the Company's Avoided Unit is deferred starting with its original anticipated in-service date and ending with the termination of the Standard Offer Contract.	2032

FIXED VALUE OF DEFERRAL PAYMENTS - EARLY CAPACITY OPTION PARAMETERS

A_m	=	monthly capacity payments to be made to the QS starting on the year the QS elects to start receiving early capacity payments, in dollars per kilowatt per month;	*
i_p	=	annual escalation rate associated with the plant cost of the Company's Avoided Unit;	2.00%
i_o	=	annual escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit;	2.50%
n	=	year for which early capacity payments to a QS are to begin; (at the election of the QS early capacity payments may commence any time after the actual in-service date of the QS facility and before the anticipated in-service date of the Company's avoided unit)	*
F	=	the cumulative present value of the avoided capital cost component of capacity payments which would have been made had capacity payments commenced with the anticipated in-service date of the Company's Avoided Unit and continued for a period of 10 years;	$765.56
r	=	annual discount rate, defined as the Company's incremental after-tax cost of capital;	8.15%
t	=	the term, in years, of the Standard Offer Contract for the purchase of firm capacity commencing in the year the QS elects to start receiving early capacity payments prior to the in-service date of the Company's Avoided Unit;	*
G	=	the cumulative present value of the avoided fixed operation and maintenance expense component of capacity payments which would have been made had capacity payments commenced with the anticipated in-service date of the Company's Avoided Unit and continued for a period of 10 years.	$79.37

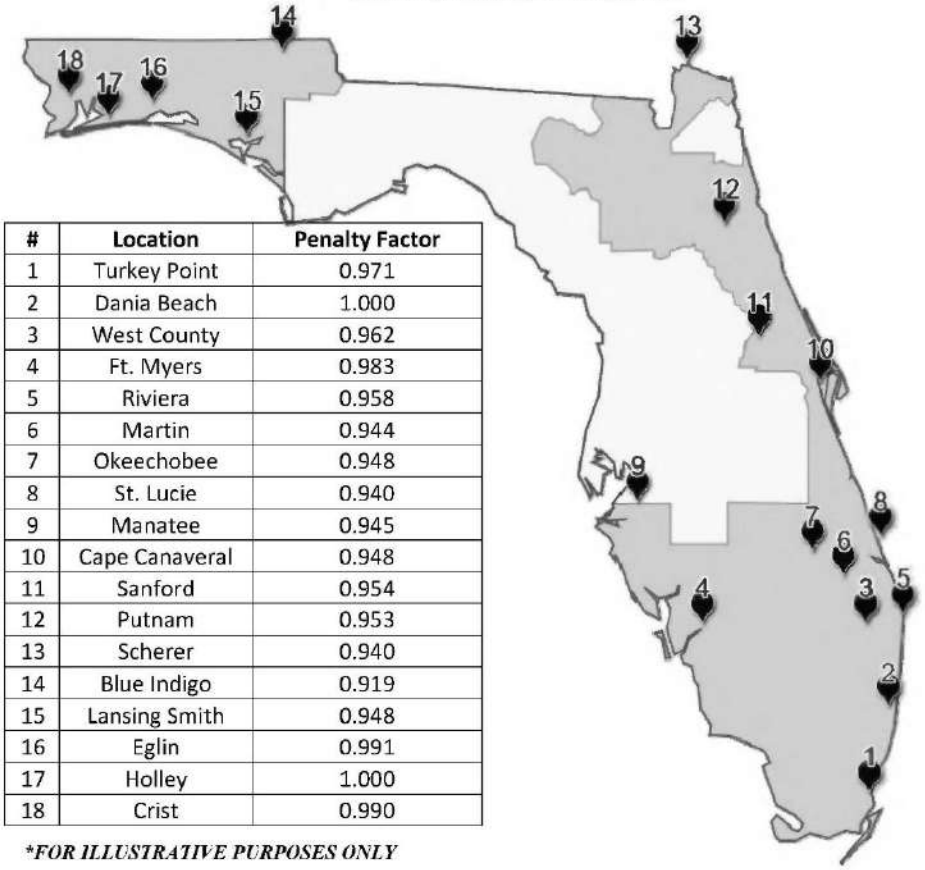
*From Appendix E

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: June 3, 2025

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 10.312.1

VALUE OF CAPACITY LOCATION



#	Location	Penalty Factor
1	Turkey Point	0.971
2	Dania Beach	1.000
3	West County	0.962
4	Ft. Myers	0.983
5	Riviera	0.958
6	Martin	0.944
7	Okeechobee	0.948
8	St. Lucie	0.940
9	Manatee	0.945
10	Cape Canaveral	0.948
11	Sanford	0.954
12	Putnam	0.953
13	Scherer	0.940
14	Blue Indigo	0.919
15	Lansing Smith	0.948
16	Eglin	0.991
17	Holley	1.000
18	Crist	0.990

**FOR ILLUSTRATIVE PURPOSES ONLY*

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHTCOMPANY

Second Revised Sheet No. 10.313
Cancels First Revised Sheet No. 10.313

APPENDIX B
TO THE STANDARD OFFER CONTRACT
FOR THE PURCHASE OF FIRM CAPACITY AND ENERGY
FROM RENEWABLE ENERGY FACILITIES
OR QUALIFYING FACILITIES WITH A DESIGN CAPACITY OF 100 KW OR LESS PAY
FOR PERFORMANCE PROVISIONS MONTHLY CAPACITY PAYMENT CALCULATION

1. Monthly Capacity Payments (MCP) for each Monthly Billing Period shall be computed according to the following:

A. In the event that the Annual Capacity Billing Factor ("ACBF"), as defined below, is less than 80%, then no Monthly Capacity Payment shall be due. That is:

$$MCP = 0$$

B. In the event that the ACBF is equal to or greater than 80% but less than 94%, then the Monthly Capacity Payment shall be calculated by using the following formula:

$$MCP = BCP \times [1+4 \times (ACBF - 94\%)] \times CC$$

C. In the event that the ACBF is equal to or greater than 94%, then the Monthly Capacity Payment shall be calculated by using the following formula:

$$MCP = BCP \times CC$$

Where:

MCP – Monthly Capacity Payment in dollars.

BCP – Base Capacity Payment in S/KW/Month as specified in FPL's Rate ScheduleQS-2.

CC – Committed Capacity in KW.

ACBF – Annual Capacity Billing Factor. This factor is calculated using the 12 months rolling average of the Monthly Capacity Factor. This 12 month rolling average shall be defined as the sum of the 12 consecutive Monthly Capacity Factors preceding the date of calculation, divided by 12. During the first 12 consecutive Monthly Billing Periods, commencing with the first Monthly Billing Period in which Capacity payments are to be made, the calculation of the Annual Capacity Billing Factor shall be performed as follows: (a) during the first Monthly Billing Period, the Annual Capacity Billing Factor shall be equal to the Monthly Capacity Factor; (b) thereafter, the calculation of the Annual Capacity Billing Factor shall be computed by dividing the sum of the Monthly Capacity Factors during the first year's Monthly Billing Periods in which Capacity payments are to be made by the number of Monthly Billing Periods which have elapsed. This calculation shall be performed at the end of each Monthly Billing Period until enough Monthly Billing Periods have elapsed to calculate a true 12-month rolling average Annual Capacity Billing Factor. Periods during which the Facility has temporarily set its Committed Capacity equal to 0 KW due to a Force Majeure event pursuant to Section 16 shall be excluded from the applicable capacity factor calculation.

MCF = Monthly Capacity Factor. The sum of (i) the Hourly Factors of the Non-Dispatch Hours plus (ii) the Hourly Factors of the Dispatch Hours or the Hourly factors of the hours when FPL requested reduced deliveries pursuant to Sections 8.4.6 and 8.4.8 (Reduced Delivery Hour); divided by the number of hours in the Monthly Billing Period.

HFNDH = Hourly Factor of a Non-Dispatch Hour. The energy received during the hour divided by the Committed Capacity. For purposes of calculating the Hourly Factor of a Non-Dispatch Hour the energy received shall not exceed the Committed Capacity.

HFDH – Hourly Factor of a Dispatch Hour or a Reduced Delivery Hour. The scheduled energy received divided by the scheduled energy requested. For purposes of calculating the Hourly Factor of a Dispatch Hour or the Hourly Factor of a Reduced Delivery Hour the scheduled energy received shall not exceed the scheduled energy requested.

On-Peak Hours = Those hours occurring April 1 through October 31 Mondays through Fridays, from 12 noon to 9:00 p.m. excluding Memorial Day, Independence Day and Labor Day; and November 1 through March 31 Mondays through Fridays from 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. prevailing Eastern time excluding Thanksgiving Day, Christmas Day and New Year's Day. FPL shall have the right to change such On- Peak Hours by providing the QS a minimum of thirty calendar days' advance notice.

Monthly Billing Period = The period beginning on the first calendar day of each calendar month, except that the initial Monthly Billing Period shall consist of the period beginning 12:01 a.m. on the Capacity Delivery Period Date and ending with the last calendar day of such month.

Scheduled Energy and Dispatch Hours are as defined in Section 8.4.7 of the Standard Offer Contract.

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: August 27, 2015

APPENDIX C
TO THE STANDARD OFFER CONTRACT
TERMINATION FEE

The Termination Fee shall be the sum of the values for each month beginning with the month in which the Capacity Delivery Date occurs through the month of termination (or month of calculation, as the case may be), computed according to the following formula:

Termination Fee = Termination Fee applicable to Capacity Payment Option plus Termination Fee applicable to Fixed Firm Energy Option

Termination Fee applicable to Capacity Payment Options B, C, D and E

$$\sum_{i=1}^{n} (MCP_i - MCPC_i) \times t^{(n-i)}$$

with: $MCPC_i = 0$ for all periods prior to the in-service date of the Company's Avoided Unit;

where:

i = number of the Monthly Billing Period commencing with the Capacity Delivery Date (i.e., the month in which Capacity Delivery Date occurs = 1; the month following the month in which Capacity Delivery Date occurs = 2; etc.)

n = the number of Monthly Billing Periods which have elapsed from the month in which the Capacity Delivery Date occurs through the month of termination (or month of calculation, as the case may be)

t = the future value of an amount factor necessary to compound a sum monthly so the annual percentage rate derived will equal FPL's incremental after-tax avoided cost of capital (defined as r in QS-2). For any Monthly Billing Period in which $MCPC_i$ is greater than MCP_i, t shall equal 1.

MCP_i = Monthly Capacity Payment paid to QS corresponding to the Monthly Billing Period i, calculated in accordance with Appendix B.

$MCPC_i$ = Monthly Capacity Payment for Option A corresponding to the Monthly Billing Period i, calculated in accordance with QS-2

In the event that for any Monthly Billing Period, the computation of the value of the Capacity Payment Termination Fee for such Monthly Billing Period (as set forth above) yields a value equal to or greater than zero, the amount of the Capacity Payment Termination Fee shall be increased by the amount of such value.

In the event that for any Monthly Billing Period, the computation of the value of the Capacity Payment Termination Fee for such Monthly Billing Period (as set forth above) yields a value less than zero, the amount of the Capacity Payment Termination Fee shall be decreased by the amount of such value expressed as a positive number (the "Initial Reduction Value"); provided, however, that such Initial Reduction Value shall be subject to the following adjustments (the Initial Reduction Value, as adjusted, the "Reduction Value"):

a. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor (ACBF), as defined in Appendix B is less than 80%, then the Initial Reduction Value shall be adjusted to equal zero (Reduction Value = 0), and the Capacity Payment Termination Fee shall not be reduced for the applicable Monthly Billing Period.
b. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor (ACBF), as defined in Appendix B, is equal to or greater than 80% but less than 94%, then the Reduction Value shall be determined as follows:

Reduction Value = Initial Reduction Value x [0.04 x (ACBF – 94%)]

For the applicable Monthly Billing Period, the Termination Fee shall be reduced by the amount of such Reduction Value.

In no event shall FPL be liable to the QS at any time for any amount by which the Capacity Payment Termination Fee, adjusted in accordance with the foregoing, is less than zero (0).

Termination Fee applicable to the Fixed Firm Energy Payment Option D

Prior to in-service date of avoided unit:
The Termination Fee for the Fixed Firm Energy Option shall be equal to the cumulative sum of the Fixed Firm Energy Payments made to the QS pursuant to Option D, starting with the in-service date of the QS facility, for each billing cycle. Such number shall reach the maximum amount on the billing cycle immediately preceding the billing cycle associated with the in-service date of the Avoided Unit.

After in-service date of avoided unit:
The Termination Fee shall be decreased each billing cycle following the in-service date of the avoided unit by an amount equal to the difference between the projected Fixed Energy Cost that was used in the calculation to determine the base energy cost to be fixed and amortized pursuant to Option D for such billing cycle and the amortized Fixed Firm Energy Payment in cents/KWH times the energy delivered by the QS not to exceed the MWH block specified in Appendix E.

APPENDIX D
TO THE STANDARD OFFERCONTRACT
DETAILED PROJECT INFORMATION

Each eligible Contract received by FPL will be evaluated to determine if the underlying QS project is financially and technically viable. The QS shall, to the extent available, provide FPL with a detailed project proposal which addresses the information requested below.

I. FACILITY DESCRIPTION

- Project Name
- Project Location
  - Street Address
  - Site Plot Plan
  - Legal Description of Site
- Generating Technology
- Facility Classification (include types from statute)
- Primary Fuel
- Alternate Fuel (if applicable)
- Committed Capacity
- Expected In-Service Date
- Steam Host (for cogeneration facilities)
  - Street Address
  - Legal Description of Steam Host
  - Host's annual steam requirements (lbs/yr)
- Contact Person
  - Individual's Name and Title
  - Company Name
  - Address
  - Telephone Number
  - Telecopy Number

II. PROJECT PARTICIPANTS

- Indicate the entities responsible for the following project management activities and provide a detailed description of the experience and capabilities of the entities:
  - Project Development
  - Siting and Licensing the Facility
  - Designing the Facility
  - Constructing the Facility
  - Securing the Fuel Supply
  - Operating the Facility
- Provide details on all electrical generation facilities which are currently under construction or operational which were developed by the QS.
- Describe the financing structure for the projects identified above, including the type of financing used, the permanent financing term, the major lenders, and the percentage of equity invested at financial closing.

(Continued on Sheet No. 10.316)

FLORIDA POWER & LIGHT COMPANY **Original Sheet No.10.316**

(Continued from Sheet No. 10.315)

III. FUEL SUPPLY

- Describe all fuels to be used to generate electricity at the Facility. Indicate the specific physical and chemical characteristics of each fuel type (*e.g.*, Btu content, sulfur content, ash content, etc.). Identify special considerations regarding fuel supply origin, source and handling, storage and processing requirements.

- Provide annual fuel requirements (AFR) necessary to support the requirements pursuant to Section 366.91, Florida Statutes, and the planned levels of generation and list the assumptions used to determine these quantities.

- Provide a summary of the status of the fuel supply arrangements in place to meet the ARFR in each year of the proposed operating life of the Facility. Use the categories below to describe the current arrangement for securing the AFR.

Category	Description of Fuel Supply Arrangement fuel is from a fully developed
owned =	source owned by one or more of the project participants
contract =	fully executed firm fuel contract exists between the developer(s) and fuel supplier(s)
LOI =	a letter of intent for the fuel supply exists between developer(s) and fuel supplier(s)
REF =	renewable energy facility will burn biomass, waste, or another renewable resource
spot =	fuel supply will be purchased on the spot market
none =	no firm fuel supply arrangement currently in place
other =	fuel supply arrangement which does not fit any of the above categories (please describe)

- Indicate the percentage of the Facility's AFR which is covered by the above fuel supply arrangement(s) for each proposed operating year. The percent of AFR covered for each operating year must total 100%. For fuel supply arrangements identified as owned, contract, or LOI, provide documentation to support this category and explain the fuel price mechanism of the arrangement. In addition, indicate whether or not the fuel price includes delivery and, if so, to what location.

- Describe fuel transportation networks available for delivering all primary and secondary fuel to the Facility site. Indicate the mode, route and distance of each segment of the journey, from fuel source to the Energy Facility site. Discuss the current status and pertinent factors impacting future availability of the transportation network.

- Provide annual fuel transportation requirements (AFTR) necessary to support planned levels of generation and list the assumptions used to determine these quantities.

- Provide a summary of the status of the fuel transportation arrangements in place to meet the AFTR in each year of the proposed operating life of the Energy Facility. Use the categories below to describe the current arrangement for securing the AFTR.

owned =	fuel transport via a fully developed system owned by one or more of the project participants
contract =	fully executed firm transportation contract exists between the developer(s) and fuel transporter(s)
LOI =	a letter of intent for fuel transport exists between developer(s) and fuel transporter(s)
Spot =	fuel transportation will be purchased on the spot market
none =	no firm fuel transportation arrangement currently in place
other =	fuel transportation arrangement which does not fit any of the above categories (please describe)

- Indicate the percentage of the Facility's AFR which is covered by the above fuel supply arrangement(s) for each proposed operating year. The percent of AFR covered for each operating year must total 100%. For fuel supply arrangements identified as owned, contract, or LOI, provide documentation to support this category and explain the transportation price mechanism of the arrangement.

- Provide the maximum, minimum, and average fuel inventory levels to be maintained for primary and secondary fuels at the Facility site. List the assumptions used in determining the inventory levels.

(Continued on Sheet No. 10.317)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: May 22, 2007

(Continued from Sheet No. 10.316)

IV. PLANT DISPATCHABILITY/CONTROLLABILITY

- Provide the following operating characteristics and a detailed explanation supporting the performance capabilities indicated.
  - Ramp Rate (MW/minute)
  - Peak Capability (% above Committed Capacity)
  - Minimum power level (% of Committed Capacity)
  - Facility Turnaround Time, Hot to Hot (hours)
  - Start-up Time from Cold Shutdown (hours)
  - Unit Cycling (# cycles/yr)
  - MW and MVAR Control (AGC, Manual, Other (please explain))

V. SITING AND LICENSING

- Provide a licensing/permitting milestone schedule which lists all permits, licenses and variances required to site the Facility. The milestone schedule shall also identify key milestone dates for baseline monitoring, application preparation, agency review, certification and licensing/siting board approval, and agency permit issuance.
- Provide a licensing/permitting plan that addresses the issues of air emissions, water use, wastewater discharge, wetlands, endangered species, protected properties, solid waste, surrounding land use, zoning for the Facility, associated linear facilities, and support of and opposition to the Facility.
- List the emission/effluent discharge limits the Facility will meet, and describe in detail the pollution control equipment to be used to meet these limits.

VI. FACILITY DEVELOPMENT AND PERFORMANCE

- Submit a detailed engineering, procurement, construction, startup and commercial operation schedule. The schedule shall include milestones for site acquisition, engineering phases, selection of the major equipment vendors, architect engineer, EPC contractor, and Facility operator, steam host integration, and delivery of major equipment. A discussion of the current status of each milestone should also be included where applicable.
- Attach a diagram of the power block arrangement. Provide a list of the major equipment vendors and the name and model number of the major equipment to be installed.
- Provide a detailed description of the proposed environmental control technology for the Facility and describe the capabilities of the proposed technology.
- Attach preliminary flow diagrams for the steam system, water system, and fuel system, and a main electrical one line diagram for the Facility.
- State the expected heat rate (HHV) at 75 degrees Fahrenheit for loads of 100%, 75%, and 50%. In addition, attach a preliminary heat balance for the Facility.
- [NOTE: add any requirements related to demonstrating that the facility meets the requirements under the statute or applicable rules]

(Continued on Sheet No. 10.318)

FLORIDA POWER & LIGHT COMPANY **Original Sheet No.10.318**

(Continued from Sheet No. 10.317)

VII. FINANCIAL

- Provide FPL with assurances that the proposed QS project is financially viable consistent with FPSC Rule 25-17.0832(4) (c) by attaching a detailed pro-forma cash flow analysis. The pro-forma must include, at a minimum, the following assumptions for each year of the project.

  - Annual Project Revenues

    - Capacity Payments ($ and $/KW/Mo)
    - Variable O&M ($ and $/MWh)
    - Energy ($ and $/MWh)
    - Steam Revenues ($ and %/lb.)
    - Tipping Fees ($ and $/ton)
    - Interest Income
    - Other Revenues
    - Variable O&M Escalation (%/yr)
    - Energy Escalation (%/yr)
    - Steam Escalation (%/yr)
    - Tipping Fee Escalation (%/yr)

  - Annual Project Expenses

    - Fixed O&M ($ and $/KW/Mo)
    - Variable O&M ($ and $/MWh)
    - Energy ($ and $/MWh)
    - Property Taxes ($)
    - Insurance ($)
    - Emission Compliance ($ and $/MWh)
    - Depreciation ($ and %/yr)
    - Other Expenses ($)
    - Fixed O&M Escalation (%/yr)
    - Variable O&M Escalation (%/yr)
    - Energy Escalation (%/yr)

  - Other Project Information

    - Installed Cost of the Energy Facility ($ and $/KW)
    - Committed Capacity (KW)
    - Average Heat Rate - HHV (MBTU/KWh)
    - Federal Income Tax Rate (%)
    - Facility Capacity Factor (%)
    - Energy Sold to FPL (MWH)

  - Permanent Financing

    - Permanent Financing Term (yrs)
    - Project Capital Structure (percentage of long-term debt, subordinated debt, tax exempt debt, and equity)
    - Financing Costs (cost of long-term debt, subordinated debt, tax exempt debt, and equity)
    - Annual Interest Expense
    - Annual Debt Service ($)
    - Amortization Schedule (beginning balance, interest expense, principal reduction, ending balance)

- Provide details of the financing plan for the project and indicate whether the project will be non-recourse project financed. If it will not be project financed please explain the alternative financing arrangement.

- Submit financial statements for the last two years on the principals of the project, and provide an illustration of the project ownership structure.

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Effective: May 22, 2007

APPENDIX E
TO THE STANDARD OFFER CONTRACT
CONTRACT OPTIONS TO BE SELECTED BYQS

Term of Contract

Execution date _____
Termination date _____

Firm Capacity Rates

Commencement date for deliveries of Firm Energy and Capacity _____

Capacity Payment Option Selected (from available Options A through E)
If Option E is selected proposed payment stream:

_____
_____
_____

Schedule of Capacity Payments to be provided by the Company based on applicable parameters follows:

Year	$/KW/Month

Energy Rates

Energy payment Options selected applicable to energy produced by the QS and delivered to the Company (from available Option A or B **and** D)
Select from Option A or B _____
And
Select D _____

If Option D is selected by the QS; the Company and the QS mutually agree on fixing and amortizing the following portion of the Base Energy Costs associated with the Avoided Unit _____
_____% which yields_____MWH

Projected Energy Cost of Energy Produced by Avoided Unit (provided by the Company):

Year	Projected Fixed Energy Cost (in Cents/KWH or in Dollars)

Based on the projections of Energy Costs Produced by the Avoided Unit and the mutually agreed upon Portion of the Base Energy Costs associated with the Avoided Unit the Fixed Energy Payment shall be _____ $/MWH or $_____(as applicable).

EXHIBIT B

2026 Tariff Book

Legislative Format

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 1
Cancels First Revised Sheet No. 1

ELECTRIC TARIFF

As Filed With

FLORIDA PUBLIC SERVICE COMMISSION

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 2.010
Cancels Second Revised Sheet No. 2.010

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Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 3.010
Cancels Second Sheet No. 3.010

GENERAL DESCRIPTION OF THE
AREAS SERVED

The Company supplies electric service in many areas along the east coast of Florida (except the Jacksonville area and four other municipalities which have municipal electric systems), the agricultural area around southern and eastern Lake Okeechobee, the lower west coast area, and portions of central, north central, and portions of north west Florida.

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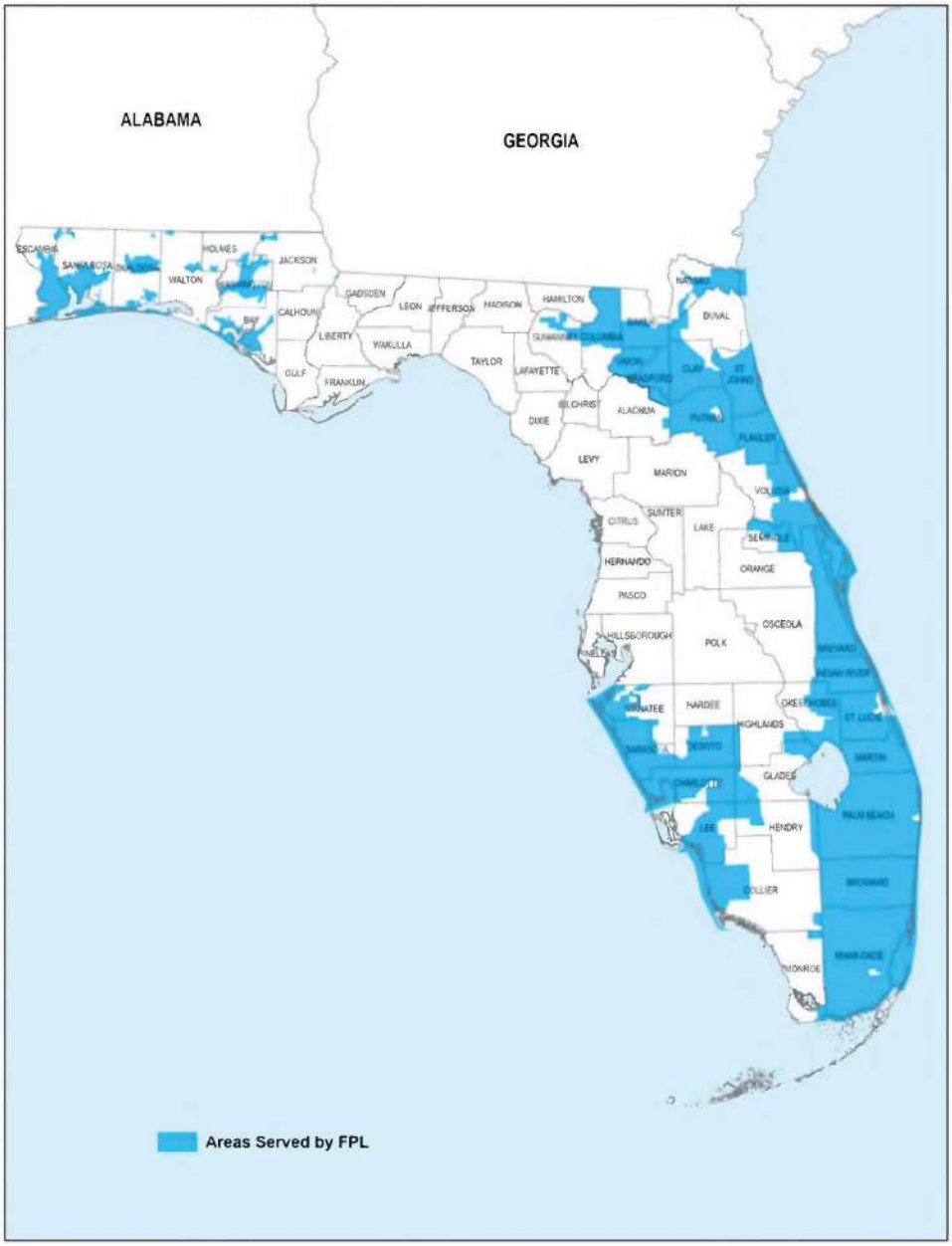
FLORIDA POWER & LIGHT COMPANY

~~Seventh~~Eighth Revised Sheet No. 3.020
Cancels ~~Sixth~~ Seventh Revised Sheet No. 3.020

FPL Service Area



Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 4.001
Cancels Third Revised Sheet No. 4.001

MISCELLANEOUS INDEX

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FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 4.010
Cancels Third Revised Sheet No. 4.010

MISCELLANEOUS

CLASSES OF

CUSTOMERS

Residential. Service supplied exclusively for domestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately metered non-commercial facilities of a residential customer (i.e., garages, water pumps, etc.). Service for non-metered outdoor lighting is also considered Residential when the lighting is supplied exclusively for domestic purposes. Service to commonly owned facilities of condominiums, cooperatives and homeowners associations is Residential, provided the service criteria as specified in FPL's Common Use Facilities Rider is met.

General Service. Service used for business and professional activities in establishments and for purposes not otherwise classified for rate purposes, including: airports, banks, billboards, boarding houses, churches, clubs, commercial buildings, freight terminals, garages, hospitals, hotels, motels, master-metered apartment houses, model homes, office buildings, parking lots, passenger stations, personal service establishments, restaurants, rooming houses, schools, self-service laundries, signs, stores, theatres and the like.

Industrial. Service to power equipment used for manufacturing or processing purposes, and to the lighting within and about the buildings, structures and premises housing and enclosing the power-driven and operated machinery and equipment and incident to the use thereof.

Public Street and Highway Lighting. Service for lighting public ways and areas.

Other Sales to Public Authorities. Service with eligibility restricted to governmental entities.

Sales to Railroads and Railways. Service supplied for propulsion of electric transit vehicles.

Sales for Resale. Service to other electric utilities for resale purposes.

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Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

~~Twenty-Fifth~~Twenty-Sixth Revised Sheet No. 4.020
Cancels ~~Twenty-Fourth~~ Twenty-Fifth Revised Sheet No. 4.020

SERVICE CHARGES

Connection of Initial Service - A $~~13.00~~12.00 service charge will be made for an initial connection.

Reconnection Charge - A $~~5.00~~4.00 Reconnection Charge will be made for the reconnection of service after disconnection for nonpayment or violation of a rule or regulation.

Connection of Existing Service - A $~~9.00~~8.00 service charge will be made for the connection of an existing account.

A Returned Payment Charge as allowed by Florida Statute 68.065 shall apply for each check or draft dishonored by the bank upon which it is drawn. Termination of service shall not be made for failure to pay the Returned Payment Charge.

Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of $5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law.

Field Visit Charge - Whenever payment for service is delinquent and a field visit is made to a customer's premise, a $~~26.00~~28.00 fee will be added to a customer's bill for electric service. If service is disconnected, this charge will not be applied.

FPL may waive the Reconnection Charge, Returned Payment Charge, Late Payment Charge and Field Visit Charge for Customers affected by natural disasters or during periods of declared emergencies or once in any twelve (12) month period for any Customer who would otherwise have had a satisfactory payment record (as defined in 25-6.097(2) F.A.C.), upon acceptance by FPL of a reasonable explanation justifying a waiver. In addition, FPL may waive the charge for connection of an existing account and the charge for an initial connection for new or existing Customers affected by natural disasters or during periods of declared emergencies.

CONSERVATION INSPECTIONS AND SERVICES

Residential Dwelling Units:
The Company will offer energy audits to customers in accordance with Commission Rule 25-17.003, Florida Administrative Code.

General Service/Industrial:
There is no charge for conservation inspections and services (Business Energy Services).

Issued by: Tiffany Cohen, ~~Executive Director, Rate Development & Strategy~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2023~~

FLORIDA POWER & LIGHT COMPANY

~~Ninth~~Tenth Revised Sheet No. 4.030
Cancels ~~Eighth~~ Ninth Revised Sheet No. 4.030

TEMPORARY/CONSTRUCTION SERVICE

APPLICATION:

For temporary electric service to installations such as fairs, exhibitions, construction projects, displays and similar installations.

SERVICE:

Single phase or three phase, 60 hertz at the available standard secondary distribution voltage. This service is available only when the Company has existing capacity in lines, transformers and other equipment at the requested point of delivery. The Customer's service entrance electrical ~~cable~~ disconnect shall not exceed 200 Amp capacity.

CHARGE:

The non-refundable charge must be paid in advance of installation of such facilities which shall include service and metering equipment.

Installing and removing overhead service and meter	$~~390.98~~626.89
Connecting and disconnecting Customer's service cable to Company's direct-buried underground facilities including installation and removal of meter	$~~190.60~~501.71

MONTHLYRATE:

This temporary service shall be billed under the appropriate rate schedule applicable to general service and industrial type installations.

SPECIAL CONDITIONS:

If specific electrical service other than that stated above is required, the Company, at the Customer's request, will provide such service based on the estimated cost of labor for installing and removing such additional electrical equipment. This estimated cost will be payable in advance to the Company and subject to adjustment after removal of the required facilities. All Temporary/Construction services shall be subject to all of the applicable Rules, Regulations and Tariff charges of the Company, including Service Charges.

Issued by: Tiffany Cohen, ~~Executive Director, Rate Development & Strategy~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2023~~

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 4.040
Cancels Fourth Revised Sheet No. 4.040

BUILDING ENERGY RATING SYSTEM (BERS)

RATE SCHEDULE: BERS

AVAILABLE:

Available to FPL Residential Customers with single family homes, excluding mobile (manufactured) homes.

APPLICATION:

For existing homes, upon request, a State Certified Rater will perform an on-site energy inspection and provide a BERS Certificate using the Florida Energy Code Whole Building Performance Method A.

For new homes, upon request, a State Certified Rater will provide a BERS Certificate using the Florida Energy Code Whole Building Performance Method A.

DEFINITIONS:

Existing home: A completed residential occupancy building for which a certificate of occupancy or equivalent approval for occupancy has been issued.

FLORIDA ENERGY CODE WHOLE BUILDING PERFORMANCE METHOD A: This method allows the consumer to compare the energy efficiency of their home with a "baseline" house of the same size and in the same region of the State.

A/C DUCT PERFORMANCE TEST: A process that tests the integrity of the A/C system and the air ducts system.

Types of BERS rating available:

Class 1 - An energy rating utilizing the Florida Energy Code Whole Building Performance Method A using data obtained in an on-site energy inspection. An A/C Duct Performance Test will also be done.

Class 2 - An energy rating utilizing the Florida Energy Code Whole Building Performance Method A using data obtained in an on-site energy inspection.

Class 3 - An energy rating utilizing the Florida Energy Code Whole Building Performance Method A using site plans and construction documents. This class is applicable for new homes only.

(Continued on Sheet No. 4.041)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 4.041
Cancels Fourth Revised Sheet No. 4.041

(Continued from Sheet No. 4.040)

Schedule of fees:

The following fees are for a home of less than or equal to 2000 sq. ft. under air.

		New Home	Existing Home
Class 1 -	(includes A/C Duct Test for one air handler) Note: For homes greater than 2000 sq. ft., add $0.08 per square foot. For more than one air-handler add $35 per additional air handler.	$555	$555
Class 2 -	Note: For homes greater than 2000 sq. ft. add $0.08 per square foot above 2000 sq. ft.	$480	$480
Class 3 -	Note: For homes greater than 2000 sq. ft. add $0.03 per square foot above 2000 sq. ft.	$75	Not Applicable

In addition to the charges above, a registration service fee will be added as set by the State of Florida Department of Community Affairs approved Registration Agency.

Terms of Payment:

The fee shall be payable as follows:
Existing homes - upon request or prior to the on-site energy inspection.
New homes - upon request or on the delivery of the construction plans and documents.

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Effective: March 1, 2010

FLORIDA POWER & LIGHT COMPANY

~~Second~~ Third Revised Sheet No. 5.010
Cancels ~~First~~ Second Revised Sheet No. 5.010

TECHNICAL TERMS AND ABBREVIATIONS

Alternating Current – An electric current that reverses its direction many times a second at regular intervals.

Ampere - The unit used to measure an electric current or the rate of flow of electricity in the circuit.

Auxiliary Meter - A meter used with other metering equipment to measure the service used by a customer.

Average Power Factor - The ratio of real energy in kilowatt-hours to apparent energy in kilovolt-ampere-hours, over a given time period.

British Thermal Unit (Btu) - The quantity of heat required to raise the temperature of one pound of water one degree Fahrenheit.

Circuit Breaker - A device designed to open, under abnormal conditions, a current-carrying circuit without injury to itself.

Code - A compilation of definitions, rules and requirements concerning the installation, operation and maintenance of all types of electrical wiring, equipment and devices. The "National Electrical Code" is the standard of the National Board of Fire Underwriters for Electric Wiring and Apparatus as recommended by the National Fire Association and approved by the American Standards Association. In addition, local codes have been adopted by various counties and municipalities.

Company – Florida Power & Light Company and its successors or assigns.

Customer – An individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity that receives service under any provision of the Company Tariff.

Cycle - A period of alternating electric current.

Deposit - A sum of money or guarantee to secure the payment of bills when service is terminated.

~~EST~~ ET – Eastern ~~Standard~~ Time

Force Majeure – A force majeure event means an event or condition that meets each of the following conditions: (a) is not attributable to the fault or negligence of the affected party, (b) is caused by factors beyond that party's reasonable control, and (c) the affected party was or has been, as applicable, unable to prevent, avoid, or overcome the event, condition, or consequences thereof despite the exercise of commercially reasonable efforts. Force majeure events may include, but are not limited to: (i) explosion, sabotage, vandalism, or destruction by a third party of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement; (ii) war, riot, terrorism, insurrection, national emergency, acts of a public enemy, or other similar civil disturbance; (iii) floods, earthquakes, hurricanes, tornadoes, lightning, drought, fires (including wildfires), hailstorms, ice storms and other similar natural occurrences; (iv) action or inaction by any Federal, State or Municipal governments; and (v) pandemics and epidemics; (vi) acts of God; or (vii) other similar occurrences beyond the affected party's control.

Kilovolt-Ampere (kVa) - The unit of apparent electric power equal to 1,000 volt-amperes. The product of volts and amperes gives volt-amperes.

Kilovolt-Ampere-Hour (kVahr) - The product of apparent power in kva and time measured in hours.

Kilowatt (kW) - The unit of real or active electric power equal to 1,000 watts (the term "horsepower" is equivalent to 746 watts). Power is the rate of doing work. The product of amperes and volts gives watts in an alternating current circuit having unity power factor.

Kilowatt-Hour (kWh) - The unit of real or active electric energy equal to that done by one kilowatt acting for one hour; the unit of electric energy; the product of power measured in kilowatts and time measured in hours.

Load Factor - The ratio of the average load to the maximum load occurring in a given period; the actual use of electrical equipment as a percentage of the maximum possible use of the equipment over time.

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

~~Second~~Third Revised Sheet No. 5.020
Cancels ~~First~~ Second Revised Sheet No. 5.020

TECHNICAL TERMS AND ABBREVIATIONS (Continued)

Lumen – A unit of measure of the total quantity of visible light emitted by a source. The intensity of light delivered by one standard candle at a distance of one foot is approximately one (1) lumen.

Metering Equipment - Meters and other supplementary and associated devices necessary to measure the electric service used by the Customer.

Month - An interval between successive regular meter reading dates, which interval may be 30 days, more or less.

Ohm - The unit of electrical resistance; the resistance of a circuit in which a potential difference of one volt produces a current of one ampere.

Point of Delivery – The geographical and physical location at which the Company's wires or apparatus are connected to deliver service to the Customer. The point where the Customer assumes responsibility for further delivery and use of the energy.

Power Factor - The ratio of active or real power in kilowatts to apparent power in kilovolt-amperes; or, kW/kVa. Power factor is often expressed in percent; e.g. unity power factor is 100% power factor.

Reactive Kilovolt-Ampere (kVar) - This is the inactive component of apparent electric power; the portion that is not available to do work, but required to furnish charging current to magnetic or electrostatic equipment connected to a system. The kilowatt is the real or active component. The reactive kilovolt-ampere is also termed kilovar.

Service - Power and energy required by the Customer and, in addition, the readiness and ability on the part of the Company to furnish power and energy to the Customer.

Single Phase - Pertaining to a circuit energized by a single, alternating electromotive force.

Submeter - A meter installed beyond the regular meter to measure a part of the Customer's load. Submeters for the purpose of selling or otherwise disposing of electric service to lessees, tenants, or others are not permitted.

Tariff – The Company's tariff on file with the Florida Public Service Commission, and as may be amended, updated, or revised form time-to-time subject to and upon approval by the Florida Public Service Commission.

Temporary Service - Service required for a short period of time.

Three-Phase - Pertaining to a combination of three circuits energized by alternating electromotive forces that differ in phase by 120°.

Volt - The unit of electric force or pressure; the electromotive force which will produce a current of one ampere when applied to a conductor whose resistance is one ohm. Voltage is the force or pressure necessary to drive electricity through a circuit.

Watt - The unit of real or active electric power; the rate of work represented by a current of one ampere under a pressure of one volt in a circuit having unity power factor.

Watt-Hour - The unit of real or active power electric energy; the work done in one hour at the steady rate of one watt.

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~ VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

Ninth Revised Sheet No. 6.001
Cancels Eighth Revised Sheet No. 6.001

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(Continued on Sheet No. 6.002)

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Effective: January 26, 2006

FLORIDA POWER & LIGHT COMPANY

Twelfth Revised Sheet No. 6.002
Cancels Eleventh Revised Sheet No. 6.002

(Continued from Sheet No. 6.001)

GENERAL RULES AND REGULATIONS FOR ELECTRIC SERVICE

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FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 6.003
Cancels Third Revised Sheet No. 6.003

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FLORIDA POWER & LIGHT COMPANY

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FLORIDA POWER & LIGHT COMPANY

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GENERAL RULES AND REGULATIONS FOR ELECTRIC SERVICE

INTRODUCTION

These General Rules and Regulations are a part of the Company's Tariff, covering the terms and conditions under which Electric Service is supplied by the Company to the Customer. Unless expressly stated otherwise, these General Rules and Regulations apply to all rate schedules, riders, and surcharges, tariff forms, contracts, and agreements, and regulated services and offerings from the Company or received by the Customer. They are supplementary to the "Rules and Regulations Governing Electric Service by Electric Utilities" issued by the Florida Public Service Commission.

1 SERVICE AGREEMENTS

1.1 Application for Service. Service may be obtained upon application. Usually all that is required is the service application, a form of identification acceptable to the Company, and the posting of a deposit.

1.2 Information Needed. To provide service promptly the Company will need the applicant's name, telephone number and address including the street, house number (or apartment number), or the name of the subdivision with lot and block numbers. The types of identification required upon application for service include a valid social security number, tax identification number, driver's license, birth certificate or any other form of identification acceptable to the Company. On new or changed installations, the Company will also need to know the equipment that will be used. The Company will advise the Customer as to whether the desired type of service is available at the designated location.

1.3 Agreement. Service is furnished upon acceptance of the agreement or contract by the Company. Applications are accepted by the Company with the understanding that there is no obligation to render service other than the character of service then available at the point of delivery. A copy of any written agreement accepted by the Company will be furnished to the applicant upon request.

1.4 Applications by Agents. Applications for service requested by firms, partnerships, associations, corporations, etc., shall be made only by duly authorized parties. When service is rendered under an agreement or agreements entered into between the Company and an agent of a principal, the use of such service by the principal shall constitute full and complete ratification by the principal of such agreement or agreements.

1.5 Prior Indebtedness. The Company may refuse or discontinue service for failure to settle, in full, all prior indebtedness incurred by any Customer(s) for the same class of service at any one or more locations of such Customer(s). The Company may also refuse service for prior indebtedness by a previous customer provided that the current applicant or customer occupied the premises at the time the prior indebtedness occurred and the previous customer continues to occupy the premises.

1.6 Discontinuance of Service. (1) Service may be discontinued for violation of the Company's ules or by actions or threats made by a customer, or anyone on the customer's premises, which are reasonably perceived by a utility employee as violent or unsafe, after affording the Customer reasonable opportunity to comply with said rules, and/or the customer agrees to cease from any further act of violence or unsafe condition, including five (5) days written notice to the Customer. However, where the Company believes a dangerous condition exists on the Customer's premises, service may be discontinued without notice. (2) The Company may refuse to serve any person whose service requirements or equipment is of a character that is likely to unfavorably affect service to other customers. (3) The Company may refuse to render any service other than that character of service which is normally furnished, unless such service is readily available. (4) The Company shall not be required to furnish service under conditions requiring operation in parallel with generating equipment connected to the Customer's system if, in the opinion of the Company, such operation is hazardous or may interfere with its own operations or service to other customers or with service furnished by others.

(Continued on Sheet No. 6.011)

(Continued from Sheet No. 6.010)

1.65 Medically Essential Service. For purposes of this section, a Medically Essential Service Customer is a residential customer whose electric service is medically essential, as affirmed through the certificate of a doctor of medicine licensed to practice in the State of Florida. Service is "medically essential" if the customer has a medical dependence on electric-powered equipment that must be operated continuously or as circumstances require as specified by a physician to avoid the loss of life or immediate hospitalization of the customer or another permanent resident at the residential service address. If continuously operating, such equipment shall include but is not limited to the following: oxygen concentrator or a ventilator/respirator. The physician's certificate shall explain briefly and clearly, in non-medical terms, why continuance of service is medically essential, and shall be in the form of tariff sheet no. 9.930. The customer seeking designation as a Medically Essential Service Customer shall complete an application in the form of tariff sheet no. 9.930. A customer who is certified as a Medically Essential Service Customer must renew such certification periodically through the procedures outlined above. The Company may require such renewed certification no more frequently than once every 12 months.

The Company shall provide Medically Essential Service Customers with a limited extension of time, not to exceed thirty (30) days, beyond the date service would normally be subject to disconnection for non-payment of bills (following the requisite notice pursuant to Rule 25-6.105(5) of the Florida Administrative Code). The Company shall provide the Medically Essential Service Customer with written notice specifying the date of disconnection based on the limited extension. The Medically Essential Service Customer shall be responsible for making mutually satisfactory arrangements to ensure payment within this additional extension of time for services provided by the Company and for which payment is past due, or to make other arrangements for meeting the medically essential needs.

No later than 12 noon one day prior to the scheduled disconnection of service of a Medically Essential Service Customer, the Company shall attempt to contact such customer by telephone in order to provide notice of the scheduled disconnect date. If the Medically Essential Service Customer does not have a telephone number listed on the account, or if the utility cannot reach such customer or other adult resident of the premises by telephone by the specified time, a field representative will be sent to the residence to attempt to contact the Medically Essential Service Customer, no later than 4 PM of the day prior to scheduled disconnection. If contact is not made, however, the Company may leave written notification at the residence advising the Medically Essential Service Customer of the scheduled disconnect date; thereafter, the Company may disconnect service on the specified date. The Company will grant special consideration to a Medically Essential Service Customer in the application of Rule 25-6.097(3) of the Florida Administrative Code.

In the event that a customer is certified as a Medically Essential Service Customer, the customer shall remain solely responsible for any backup equipment and/or power supply and a planned course of action in the event of power outages. The Company does not assume, and expressly disclaims, any obligation or duty: to monitor the health or condition of the person requiring medically essential service; to insure continuous service; to call, contact, or otherwise advise of service interruptions; or, except as expressly provided by this section, to take any other action (or refrain from any action) that differs from the normal operations of the Company.

1.7 Reimbursement for Extra Expenses. The Customer may be required to reimburse the Company for all extra expenses incurred by the Company on account of violations by the Customer of agreements with the Company or the Rules and Regulations of the Company.

2 SUPPLY AND USE OF SERVICE

2.1 Service. Service includes all power and energy required by the Customer and, in addition, the readiness and ability on the part of the Company to furnish power and energy to the Customer. Thus, the maintenance by the company of approximately the agreed voltage and frequency at the point of delivery shall constitute the rendering of service, irrespective of whether the Customer makes any use thereof.

(Continued on Sheet No. 6.020)

FLORIDA POWER & LIGHT COMPANY

~~Eleventh~~Twelfth Revised Sheet No. 6.020
Cancels ~~Tenth~~ Eleventh Revised Sheet No. 6.020

(Continued from Sheet No. 6.010)

2.2 Availability of Service. The Company will supply electric service to any applicant for service throughout the area it serves, subject to the following conditions: should an extension of the Company's facilities be required, the Company will pay for the cost where justified, in the Company's opinion, by revenues to be secured; however, the Company may require monthly or annual guarantees, cash contributions in aid of construction, and/or advances for construction, when in the Company's opinion, the immediate or potential revenues do not justify the cost of extension. If facilities are requested that are not usual and customary for the type of installation to be served, the Company may require a contribution in aid of construction based upon the incremental cost of the requested facility. All contributions in aid of construction will be calculated in accordance with applicable rules and regulations of the Florida Public Service Commission. If the installation of facilities is justified based on the Customer's estimates for electric power but there is reasonable doubt as to level of use or length of use of such facilities, the Customer, when mutually agreeable with the Company, may contract for a minimum Demand or monthly payment sufficient to justify the Company's investment. Upon request, written information will be supplied by the Company concerning the availability and character of service for any desired location. The Company will not be responsible for mistakes of any kind resulting from information given orally.

2.3 Point of Delivery. The geographical and physical location at which the Company's wires or apparatus are connected to deliver service to the Customer. The point where the Customer assumes responsibility for further delivery and use of the energy. The point of delivery shall be determined by the Company.

2.4 Character of Service. Alternating current is supplied at a frequency of approximately sixty cycles. Standard nominal voltages are 120 or 120/240 volts for single-phase service and 240 volts for 3-phase delta service. Where three-phase "Wye" service is provided, the standard nominal voltages are 120/208 or 277/480 volts. The Company will furnish information regarding Character of Service on request.

2.5 Continuity of Service. The Company will ~~use reasonable diligence at all times to~~ provide ~~continuous~~ service at the agreed nominal voltage, and shall not be liable to the Customer or to any other person for complete or partial failure or interruption of service, ~~or for~~ fluctuations in voltage, or curtailment of service that may occur as a result of a variety of events and circumstances, including, without limitation: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ~~resulting from the~~ ordinary negligence of its employees, servants or agents; (e) events of an emergency or as necessary to maintain the safety and integrity of the Company's facilities; or (f) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure. In any such case, the Company will not be liable for damages, including, but not limited to, loss of revenues or production. ~~The Company also shall not be liable to the Customer or to any other person for the complete or partial failure or interruption of service, fluctuations in voltage, or any other act or omission or related injury caused directly or indirectly by strikes, labor troubles, accident, litigation, shutdowns for repairs or adjustments, interference by Federal, State or Municipal governments, acts of God or other causes beyond its control.~~

2.6 Temporary Service. Temporary service refers to service required for a short period of time. It will be supplied only when the Company has readily available capacity of lines, transformers, generating and other equipment for the service requested. Before supplying temporary service the Company may require the Customer to bear the cost of installing and removing the necessary service facilities, less credit for salvage.

2.7 Indemnity to Company. The Customer shall indemnify, hold harmless and defend the Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, or growing out of the transmission and use of electricity on the Customer's side of the point of delivery.

2.71 Indemnity to Company - Governmental. Notwithstanding anything to the contrary in the Company's tariff, including these General Rules and Regulations for Electric Service, the Company's Rate Schedules, and its Standard Forms, any obligation of indemnification therein required of a Customer, Applicant, or QF, that is a governmental entity of the State of Florida or political subdivision thereof ("governmental entity"), shall be read to include the condition "to the extent permitted by applicable law."

2.8 Access to Premises. The duly authorized agents of the Company shall have safe access to the premises of the Customer at all reasonable hours for the purpose of installing, maintaining, and inspecting or removing the Company's property, reading meters, trimming trees within the Company's easements and rights of way, and other purposes incident to performance under or termination of the Company's agreement with the Customer, and in such performance shall not be liable for trespass.

2.9 Right of Way. The Customer shall grant or cause to be granted to the Company and without cost to the Company all rights, easements, permits and privileges which, in the opinion of the Company, are necessary for the rendering of service to the Customer.

3 LIMITATION OF USE

3.1 Resale of Service Prohibited. Electric service received from the Company shall be for the Customer's own use and shall not be resold. Where individual metering is not required under Subsection (5) of Section 25-6.049 (Measuring Customer Service) of the Florida Administrative Code and master metering is used in lieu thereof, reasonable apportionment methods, including sub-metering, may be used by the Customer solely for the purpose of allocating the cost of the electricity billed by the utility. Any fees or charges collected by a Customer for electricity billed to the Customer's account by the utility, whether based on the use of sub-metering or any other allocation method, shall be determined in a manner which reimburses the Customer for no more than the Customer's actual cost of electricity.

For the purpose of this Rule:

(1) Electric service is "sub-metered" when separate electric meters are used to allocate among tenants, lessees or other entities the monthly bill rendered by FPL to the Customer for electric service, when these tenants, lessees or other entities are charged no more than a proportionate share of such bill, based on their monthly consumption as measured by such meters.

(2) Electric service is "resold" when separate electric meters are used to charge tenants, lessees or other entities more than a proportionate share of the Customer's monthly bill.

(3) The term "cost" as used herein means only those charges specifically authorized by FPL's tariff, including but not limited to the customer, energy, demand, fuel, conservation, capacity and environmental charges plus applicable taxes and fees to the customer of record responsible for the master meter payments. The term does not include late payment charges, returned check charges, the cost of the customer-owned distribution system behind the master meter, the customer of record's cost of billing the individual units, and other such costs.

(Continue to Sheet No. 6.030)

(Continue from Sheet No. 6.020)

3.2 Street Crossings. The Customers may not build or extend his/her lines across or under a street, alley, lane, court, avenue or other way in order to furnish service for adjacent property through one meter even through such adjacent property is owned by the Customer, unless written consent is obtained from the Company. Consent may be given when such adjacent properties are operated as one integral unit, under the same name, for carrying on parts of the same business.

3.3 Unauthorized Use of Service. In case of any unauthorized remetering, sale, extension or other disposition of service, the Customer's service is subject to discontinuance until such unauthorized remetering, sale, extension or other disposition of service is discontinued, full payment is made of bills for service calculated on proper classifications and rate schedules, and reimbursement in full has been made to the Company for all extra expenses incurred, including expenses for clerical work, testing and inspections.

3.4 Conversion to Master Metering Prohibited. When customers are currently separately served by the Company as individual accounts, they may not terminate these individual accounts and receive service from the Company collectively through a single meter account unless the resulting combined service account is one which could be served by one meter in accordance with Rule 25-6.049 Section (5) of the Florida Administrative Code.

4 CUSTOMER'S INSTALLATION

4.1 Customer's Installation. The Customer's installation consists of and includes all wires, cutouts, switches and appliances and apparatus of every kind and nature used in connection with or forming a part of an installation for utilizing electric service for any purpose, (excepting meters and associated equipment), ordinarily located on the Customer's side of "Point of Delivery," and including "Service Entrance Conductors," whether such installation is owned outright by the Customer or used by the Customer under lease or otherwise.

4.2 Type and Maintenance. The Customer's wires, apparatus and equipment shall be selected and used with a view to obtaining the highest practicable power factor, and shall be installed and maintained in accordance with standard practice, and in full compliance with all applicable laws, codes and governmental and Company regulations. The Customer expressly agrees to utilize no apparatus or device which is not properly constructed, controlled and protected, or which may adversely affect service to others, and the Company reserves the right to discontinue or withhold service for such apparatus or device.

4.3 Change of Customer's Installation. No changes or increases in the Customer's installation, which will materially affect the operation of any portion of the distribution system or generating plants of the Company shall be made without written consent of the Company. The Customer will be liable for any damage resulting from a violation of this rule.

4.4 Inspection of Customer's Installation. All Customer-owned electrical installations or changes should be inspected upon completion by a competent inspecting authority to insure that wiring, grounding, fixtures and devices have been installed in accordance with the National Electrical Code and such local rules as may be in effect. Where governmental inspection is required by local rules or ordinances, the Company cannot render service until such inspection has been made and formal notice of approval has been received by the Company from the inspecting authority. Where governmental inspection is not required, and before service is rendered by the Company, the Customer shall certify to the Company in writing, that such electrical installation has been inspected by a licensed electrician and is in compliance with all applicable rules and codes in effect. Thereafter, acceptance and receipt of service by the Customer shall constitute certification that the Customer has met all inspection requirements, complied with all applicable codes and rules and, subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Customer releases, holds harmless and agrees to indemnify the Company from and against loss or liability in connection with the provision of electrical services to or through such Customer-owned electrical installations. The Company reserves the right to inspect the Customer's installation prior to rendering service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

4.5 Electric Generators. Improper connection of a Customer's generator (or other source of electric service) with the Company's facilities may energize the Company's lines and endanger the lives of the employees, agents or representatives of the Company who may be working on them. Furthermore, such improper connection can seriously damage the Customer's wiring and generator. In order to guard against these dangers, the Company will not connect its service to a Customer's wiring where generators are located unless the wiring conforms to the Company's specifications. These specifications are available on request.

4.6 Momentary Parallel Operation. Permissible and available in all areas served by the Company for electric service to any Customer, at a single point of delivery, when electric service requirements for the Customer's load (i) are supplied or supplemented from the Customer's generation during periods of outages and power ordinarily supplied by the Company, and (ii) necessitate that the Customer's generation operate momentarily in parallel with the Company's system to enable the Customer to transfer its load from the Company's source to the Customer's generation in order to continue the uninterrupted flow of power to the Customer's load. The charge for power supplied by the Company during periods of momentary parallel operation is included in the charge for electric service at the applicable retail rate schedule. No Customer to whom this Rule 4.6 applies shall operate its generation momentarily in parallel with the Company's system unless and until the Customer has entered into a Momentary Parallel Operation Interconnection Agreement with the Company.

5 COMPANY'S INSTALLATIONS

5.1 Protection of Company's Property. The Customer shall properly protect the Company's property on the Customer's premises, and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's wiring, meters, and apparatus.

5.2 Damage to Company's Property. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

5.3 Relocation of Company's Facilities. When there is a change in the Customer's operation or construction which, in the judgment of the Company, makes the relocation of Company's facilities necessary, or if such relocation is requested by the Customer, the Company will move such facilities at the Customer's expense to a location which is acceptable to the Company.

5.4 Attachments to Poles. The use of the Company's poles, wires, towers, structures or other facilities for the purpose of fastening or supporting any radio or television aerials or other equipment, or any wires, ropes, signs, banners or other things, not necessary to the supplying by the Company of electric service to the community, or the locating of same in such proximity to the Company's property or facilities as to cause, or be likely to cause, interference with the supply of electric service, or a dangerous condition in connection therewith, is prohibited, and the Company shall have the right forthwith to remove same without notice. The violator of these rules is liable for any damage resulting there from.

5.5 Interference with Company's Facilities. The Customer should not allow trees, vines and shrubs to interfere with the Company's adjacent overhead conductors, service wires, pad mounted transformers and meter. Such interference may result in an injury to persons, or may cause the Customer's service to be interrupted. In all cases the customer should request the Company to trim or remove trees and other growth near the Company's adjacent overhead wires, and under no circumstances should the Customer undertake this work himself, except around service cables when specifically authorized by and arranged with the Company.

5.6 Unobstructed Access to Company's Facilities. The Company shall have perpetual unobstructed access to its overhead and underground facilities such as poles, underground cables, pad mounted transformers and meters in order to perform repair and maintenance in a safe, timely and cost-efficient manner. The Customer is responsible for contacting the Company for guidance before constructing any items which may obstruct the Company's access. Such items include, but are not limited to, building additions, decks, patios, pools, fences or pavings. Relocation of the Company's facilities, as provided in Section 5.3 of these Rules and Regulations, may be necessary. Should an item interfere with access to Company facilities requiring repair or maintenance, the Company will explore with the Customer all alternatives deemed feasible by the Company to determine the method of repair most acceptable to the Customer. When the most acceptable or only option involves the Customer removing the obstruction or the Customer taking other actions, the Customer shall accomplish the work within 20 working days. Should the Customer fail to accomplish said work within 20 working days or to make other satisfactory arrangements with the Company, the Company may elect to discontinue service to the Customer, pursuant to F.A.C. Rule 25-6.105 (5) (f). In all cases, the Customer will be responsible for all costs in excess of a standard, unobstructed repair.

6 SECURITY DEPOSITS/GUARANTIES

6.1 Security Deposit/Guaranty.

(1) Before the Company renders service, or upon termination of an existing Unconditional Guaranty Contract, or a surety bond or an irrevocable bank letter of credit, each applicant will be required to provide:

a) a Security Deposit consisting of cash, surety bond, or irrevocable bank letter of credit; or
b) a guaranty satisfactory to the Company to secure payment of bills; or
c) information which satisfies the Company's application requirements for no deposit.

(2) a) New service Requests - If a Security Deposit is required, the Security Deposit for a new service request shall be based upon no more than two months of projected charges, calculated by adding the 12 months of projected charges, dividing this total by 12, and multiplying the result by 2. After the new account has had continuous service for a twelve (12) month period, the amount of the required deposit shall be recalculated using actual data. If an excess deposit is identified by this recalculation, the difference between the recalculated deposit and the deposit on hand will be credited to the account. If the recalculated amount indicates a deficiency in the deposit held, the utility may bill customer for the difference. Each applicant that provides a guaranty, surety bond, or an irrevocable bank letter of credit as a Security Deposit must enter into the agreement(s) set forth in Tariff Sheet No. 9.400 /9.401 or 9.410 /9.411/9.412 for the guaranty contract, No. 9.440/ 9.441 for the surety bond and 9.430/9.431 and 9.435 for the bank letter of credit.

(Continue on Sheet No. 6.050)

(Continued from Sheet No. 6.040)

b) Existing Accounts - For an existing account, the total deposit may not exceed 2 months of average actual charges calculated by adding the monthly charges from the 12-month period immediately before the date any change in the deposit amount is sought, dividing this total by 12, and multiplying the result by 2. If the account has less than 12 months of actual charges, the deposit shall be calculated by adding the available monthly charges, dividing this total by the number of months available, and multiplying the result by 2.

6.2 Deposit Interest. The interest due will be paid once a year, ordinarily as a credit on regular bills, and on final bills when service is discontinued. No interest will be paid if service is ordered disconnected for any cause within six months from the date of initial service.

6.21 Residential Deposits. Simple interest at the rate of 2% per annum will be paid to residential Customers for cash deposits when held by the Company.

6.22 Nonresidential Deposits. Simple interest at the rate of 2% per annum will be paid on cash deposits of nonresidential customers. However, simple interest at the rate of 3% per annum will be paid on cash deposits of nonresidential Customers provided the Customer has had continuous service for a period of not less than 23 months, and has not in the preceding 12 months: a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company), b) paid with a check refused by a bank, c) been disconnected for nonpayment at any time, d) tampered with the electric meter, or e) used service in a fraudulent or unauthorized manner.

6.3 Refund of Cash Deposit/Release of Other Security or Guaranty. After a residential Customer has established a prompt payment record and has had continuous service for a period of not less than 23 months, the Company will no longer require a Security Deposit or guaranty for that account, provided the Customer has not, in the preceding twelve (12) months: a) made more than one (1) late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company), b) paid with a check refused by a bank, c) been disconnected for non-payment, or, at any time d) tampered with the electric meter, or e) used service in a fraudulent or unauthorized manner. When the Company no longer requires a Security Deposit or guaranty because the residential Customer meets these terms or because the Customer closes the service account and the Company has received final payment for all bills for service incurred at the account, any cash deposit held by the Company for that account will be refunded, and the obligors on any surety bond, irrevocable letter of credit or guaranty for that account will be released from their obligations to the Company. Cash deposit receipts are not negotiable or transferable and the deposit is refundable only to the Customer whose name appears thereon. Refunds of cash deposits may be conditioned by the Company upon a showing of proper identification by the person seeking the refund that the individual is the Customer whose name appears on the service account. The utility may elect to refund nonresidential deposits.

6.4 Transfer of Security Deposit/Guaranty. A Customer moving from one service address to another may have the Security Deposit transferred from the former to the new address. If the Security Deposit at the former service address is more or less than required by Rule 6.1 for the new address, the amount of the Security Deposit may be adjusted accordingly. Guaranties may not be transferred to a new service address; however, the guarantor may enter into a new guaranty contract (Tariff Sheet No. 9.400 or 9.410) for the new service address.

7 BILLING

7.1 Billing Periods.

7.11 Regular Bills. Regular bills for service will be rendered monthly. Bills are due when rendered and shall be considered as received by the Customer when delivered or mailed to the service address or some other place mutually agreedupon.

7.12 Prorated Bill. If the billing period is less than 25 days or more than 35 days, the bill will be prorated pursuant to F.S. 366.05(1) (b). A billing period that exceeds 35 days will be calculated as a separate standard billing period as referenced in section 7.13 of FPL's General Rule and Regulations Tariff. A separate bill calculation for the remaining kWh consumption will begin with the application of the lower tiered rate. Should service be disconnected within less than a month from date of connection, the amount billed will not be less than the regular monthly minimum bill.

7.13 Month. As used in these Rules and Regulations, a month is an interval between successive regular meter reading dates, which interval may be 30 days, more or less.

(Continues on Sheet No. 6.052)

FLORIDA POWER &LIGHT COMPANY

Third Revised Sheet No. 6.052
Cancels Second Sheet No. 6.052

(Continues from Sheet No. 6.051)

7.14 Budget Billing.

7.14.1 Residential. Any residential Customer who has no delinquent balances with the Company is eligible to participate in the Budget Billing Plan described below for RS-1 rate billings. A Customer may terminate participation in the Budget Billing Plan at any time and may be terminated from the Budget Billing Plan by FPL if the Customer becomes subject to collection action on this service account. Once a Customer's participation in the Budget Billing Plan has terminated he/she may not rejoin the Budget Billing Plan for twelve (12) months following the date of termination. Each eligible Customer not on this Budget Billing Plan will be notified annually of its availability.

Under the Budget Billing Plan, a Customer is billed monthly on a levelized consumption basis rather than on the basis of current consumption. The levelized amount is determined by averaging the last 12 monthly billings for the premise, or the average of all available billing history, whichever is less, and applying the current RS-1 rate and appropriate adjustments. If the Customer has not resided at the premise for 12 months, the Customer's monthly billings plus the previous tenant's billings will be used. Any difference between the levelized amount and the regular bill amount is added to a deferred balance. The current levelized amount is adjusted each month by adding the deferred balance adjustment, which is calculated by dividing the current deferred balance total by 12. The levelized amount, plus the deferred balance adjustment, constitutes the current month's Budget Billing amount. Customers on the Budget Billing Plan will receive the following information on their monthly bill: current consumption and associated charges, the total budget bill charge, and the cumulative deferred balance. For any Customer that requires a reissuance of their bill for any reason, the Budget Billing calculation in effect at the time of reissuance shall apply.

If the Customer's participation in the Budget Billing Plan is terminated, any amount in the deferred balance which the Customer owes to FPL will be billed to the Customer according to the terms of Section 7.9; any amount in the deferred balance which is owed to the Customer will be credited against any outstanding billed amounts, and any remaining balance will be credited against the Customer's future billings or returned upon request. Customers who transfer the location of their service account within FPL's service area will have the debit or credit balance transferred to the new service address.

7.14.2 Non-residential. Any GS-1 or GSD-1 Customer who has no delinquent balances and has been at the same location for 12 consecutive months with the Company is eligible to participate in the Budget Billing Plan described below for GS-1 and GSD-1 rate billings. However, GS-1 or GSD-1 Customers that rent electrical facilities from the Company under a Facility Rental Service Agreement will not be eligible to participate in this Budget Billing Plan. Additionally, GSD-1 customers taking service under the Seasonal Demand Time of Use Rider will not be eligible to participate in the Budget Billing Plan. A Customer may terminate participation in the Budget Billing Plan at any time and may be terminated from the Budget Billing Plan by FPL if the Customer becomes subject to collection action on this service account. Once a Customer's participation in the Budget Billing Plan has terminated he/she may not rejoin the Budget Billing Plan for twelve(12) months following the date of termination. Each eligible Customer not on this Budget Billing Plan will be notified annually of its availability.

Under the Budget Bill Plan, a Customer is billed monthly on a levelized consumption basis rather than on the basis of current consumption. The levelized amount is determined by averaging the last 12 monthly billings for the premise and applying the current GS-1 or GSD-1 rate and appropriate adjustments. If the Customer has not received electric service at the premise for 12 consecutive months, the Customer is not eligible to participate in the program. Any difference between the levelized amount and the regular bill amount is added to a deferred balance. The current levelized amount is adjusted each month by adding the deferred balance adjustment, which is calculated by dividing the current deferred balance total by 12. The levelized amount, plus the deferred balance adjustment, constitutes the current month's Budget Billing amount. Customers on the Budget Bill Plan will receive the following information on their monthly bill: current consumption and associated charges, the total budget bill charge, and the cumulative deferred balance. For any Customer that requires a reissuance of their bill for any reason, the Budget Billing calculation in effect at the time of reissuance shall apply.

If the Customer's participation in the Budget Bill Plan is terminated either at the request of the Customer or the Company, or as a result of termination of this Budget Billing Plan, any amount in the deferred balance which the Customer owes to FPL will be billed to the Customer according to the terms of Section 7.9; any amount in the deferred balance which is owed to the Customer will be credited against any outstanding billed amounts and any remaining balance will be credited against the Customer's future billings or returned upon request. Customers who transfer the location of their service account within FPL's service area will have the debit or credit balance transferred to the new service address.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

7.2 Non-Receipt of Bills. Non-receipt of bills by the Customer shall not release or diminish the obligation of the Customer with respect to payment thereof.

7.3 Evidence of Consumption. When service used is measured by meters, the Company's accounts thereof shall be accepted and received at all times, places and courts as prima facie evidence of the quantity of electricity used by the Customer unless it is established that the meter is not accurate within the limits specified by the Commission.

7.4 Application of Rate Schedules. Electric service will be measured by a single metering installation for each point of delivery. The Company will establish one point of delivery for each Customer and calculate the bill accordingly. Two or more points of delivery shall be considered as separate services and bills separately calculated for each point of delivery.

The Company may adjust the measured kilowatt-demand (kwd) of a Customer to compensate for registration of an abnormal demand level due to testing of electrically-operated equipment prior to general operation provided that the Customer contacts the Company in advance and schedules the testing at a mutually agreed upon time.

7.5 Optional Rate. Where a Customer is eligible to take service at a given location under one of two or more optional rate schedules, the Company will, on request, assist in the selection of the most advantageous rate on an annual basis. If the Customer applies for another applicable schedule and if available, the Company will bill on such elected schedule as soon as practicable. However, a Customer having made such a change of rate may not make another change until an interval of twelve (12) months has elapsed.

7.6 Taxes and Charges. All of the Company's rates, including minimum and demand charges and service guarantees, are dependent upon Federal, State, County, Municipal, District, and other Governmental taxes, license fees or other impositions, and may be increased or a surcharge added if and when the cost per kilowatt hour, or per Customer, or per unit of demand or other applicable unit of charge, is increased because of an increase in any or all such taxes, license fees or other impositions. A franchise charge shall be added to the bills of all Florida Public Service Commission jurisdictional customers, as determined by the franchise agreements between Florida Power & Light Company and governmental authorities. The charge shall be computed as a percentage of the bill for energy including fuel delivered within the franchise area, excluding separately stated taxes and the franchise charge itself. This charge shall reflect the estimated amount of the annual franchise payment to that specified governmental authority in which the Customer's account is located, plus adjustment for the gross receipts tax and the regulatory assessment fee, and shall be corrected at least annually for any differences between the actual collections and actual payments.

7.7 Disconnection and Reconnection of Service.

7.71 Disconnection of Service. When discontinuing electric service, Customers should notify the Company at least one (1) business day prior to the requested discontinuation date. Customers are responsible for all electric service used on the premise until notice is received and the Company has had a reasonable time to discontinue service. A billing address should be provided to the Company for issuance of the final billing statement and/or deposit refund. When a Customer orders service discontinued, the Company may ask the Customer to open the main switch upon vacating the premises. This will allow the use of electric service until the time of departure and will insure that no energy is used or charges accrue after the Customer leaves. As convenient, a Company employee will visit the premises to read the meter.

7.72 Reconnection of Service. A Customer who reconnects service by closing the switch should give immediate notice thereof to the Company so that proper records may be maintained. Should the Customer neglect to give such notice, the Company's representative will note the reconnection and it will be recorded as of the date when the switch was closed. If this date cannot be readily determined, reconnection shall be recorded as of the preceding meter reading date.

7.8 Change of Occupancy. When a change of occupancy takes place on any premises supplied by the Company with electric service, notice shall be given to the Company not less than one (1) business day prior to the date of change. The outgoing party will be held responsible for all electric service used on such premises until such notice is received and the Company has had a reasonable time to discontinue service. However, if such notice has not been received by the Company prior to the date of change, the accepted application of the succeeding occupant for the electric service will automatically terminate the prior account.

7.9 Delinquent Bills. Bills are due when rendered and become delinquent if not paid within twenty (20) days from the mailing or delivery date. Thereafter, following five (5) working days' written notice, service may be discontinued and the deposit applied toward settlement of the bill. For purposes of this subsection, "working day" means any day on which the Company's business offices are open and the U.S. Mail is delivered.

8 METERS

8.1 Location of Meters. The Company will determine the location of and install and properly maintain at its own expense such standard meter or meters and metering equipment as may be necessary to measure the electric service used by the Customer. The Customer will keep the meter location clear of obstructions at all times in order that the meter may be read and the metering equipment may be maintained or replaced. If a Customer requests a different location for meter placement from that designated by the Company on initial application for service and the Company agrees that the different meter location is acceptable to the Company, the Customer shall pay the incremental cost of installing the meter at the different location. If an existing Customer requests relocation of an existing installed meter and the Company agrees that the different meter location is acceptable to the Company, the existing Customer shall pay the incremental cost of relocating the meter at the different location.

8.2 Setting and Removing Meters. None but duly authorized agents of the Company or persons authorized by law shall set or remove, turn on or turn off, or make any changes which will affect the accuracy of such meters. Connections to the Company's system are to be made only by its employees or duly authorized agents of the company.

8.3 Investigation of Unauthorized Use / Tampering with Meters. Title to meters and metering equipment shall be and remain in the Company. Unauthorized connections to, or tampering with the Company's meter or meters, meter seals, or metering equipment or indications or evidence thereof, subjects the Customer to immediate discontinuance of service, prosecution under the laws of Florida, adjustment of prior bills for services rendered, a tampering penalty of $500.00 for residential and non-demand general service customers and $2,500.00 for all other customers, and liability for reimbursement to the Company for all extra expenses incurred on this account as a result thereof. The reimbursement for extra expenses incurred as a result of the investigation or as a result thereof shall be the actual amount of such extra expenses, and shall be in addition to any charges for service rendered or charges for restoration of service as provided elsewhere in these rules.

8.4 Meter Tests. The Company employs every practicable means to maintain the commercial accuracy of its meters. Meter tests, and billing adjustments for inaccurate meters, are in accordance with the methods and procedure prescribed by the Florida Public Service Commission.

8.5 Failure of Meter. When a meter fails, or part or all of the metering equipment is destroyed, billing will be estimated based upon available data.

9 SERVICE STANDARDS

These "General Rules and Regulations for Electric Service" include, by reference, the terms and provisions of the Company's currently effective "Electric Service Standards" on file with the Florida Public Service Commission and is available on request. The "Standards" are primarily concerned with the electrical facilities and related equipment prior to installation and use. They explain the general character of electric service supplied, the meters, and other devices furnished by the Company, and the wiring and apparatus provided and installed by the Customer. The Standards serve as a guide to architects, engineers, electrical dealers and contractors in planning, installing, repairing or renewing electrical installations.

FLORIDA POWER & LIGHT COMPANY

Fifteenth Revised Sheet No. 6.080
Cancels Fourteenth Revised Sheet No. 6.080

INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES TO SERVE RESIDENTIAL CUSTOMERS

SECTION 10.1 DEFINITIONS

The following words and terms, when used in Section 10, shall have the meaning indicated:

APPLICANT - Any person, partnership, association, corporation, or governmental agency controlling or responsible for the development of a new subdivision or dwelling unit who applies for the underground installation of distribution facilities.

BACKBONE - The distribution system excluding feeder and that portion of the service lateral which is on the lot being served by that service lateral.

BUILDING - Any structure designed for residential occupancy, excluding a townhouse unit, which contains less than five individual dwelling units.

CABLE IN CONDUIT SYSTEM - Underground residential distribution systems where all underground primary, secondary, service and street light conductors are installed in direct buried conduit. Other facilities associated with cable in conduit, such as transformers, may be above ground.

COMMISSION - The Florida Public Service Commission.

COMPANY - The Florida Power & Light Company.

DISTRIBUTION SYSTEM - Electric service facilities consisting of primary and secondary conductors, service laterals, conduits, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

DWELLING UNIT – A single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.

FEEDER MAIN - A three-phase primary installation, including switches, which serves as a source for primary laterals and loops through suitable overcurrent devices.

FINAL GRADE - The ultimate elevation of the ground, paved or unpaved, which will prevail in a subdivision or tract of land.

MOBILE HOME (TRAILER) - A vehicle or conveyance, permanently equipped to travel upon the public highways, that is used either temporarily or permanently as a residence or living quarters.

MULTIPLE-OCCUPANCY BUILDING - A structure erected and framed of component structural parts and designed to contain five or more individual dwelling units.

OVERHEAD SYSTEM - Distribution system consisting of primary, secondary and service conductors and aerial transformers supported by poles.

POINT OF DELIVERY - The geographical and physical location at which the Company's wires or apparatus are connected to deliver service to the Customer. The point where the Customer assumes responsibility for further delivery and use of the energy. See Section 10.2.11.

PRIMARY LATERAL - That part of the electric distribution system whose function is to conduct electricity at the primary level from the feeder main to the transformers. It usually consists of a single-phase conductor or insulated cable, with conduit, together with necessary accessory equipment for supporting, terminating and disconnecting from the primary mains by a fusible element.

SERVICE LATERAL - The entire length of underground service conductors and conduit between the distribution source, including any risers at a pole or other structure or from transformers, from which only one point of service will result, and the first point of connection to the Service Entrance Conductors in a terminal or meter box outside the building wall.

SERVICE ENTRANCE CONDUCTORS – The Customer's conductors from point of connection at the service drop or service lateral to the service equipment.

(Continued on Sheet No. 6.085)

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 6.085
Cancels Second Revised Sheet No. 6.085

(Continued from Sheet No. 6.080)

SUBDIVISION - The tract of land which is divided into five or more building lots or upon which five or more separate dwelling units are to be located, or the land on which is to be constructed new multiple-occupancy buildings.

TOWNHOUSE - A one-family dwelling unit of a group such that units are separated only by fire walls. Each townhouse unit shall be constructed upon a separate lot and serviced with separate utilities and shall otherwise be independent of one another.

TUG - An acronym formed from the term Temporary Under Ground used to describe the temporary condition in which a building's permanent underground FPL service lateral is utilized to provide electric service to that building during its construction.

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: September 20, 2005

SECTION 10.2 GENERAL

10.2.1. Application

Underground electric distribution facilities are offered in lieu of overhead facilities in accordance with these Rules and Regulations for:

a) New Residential Subdivisions and Developments.
b) New Service Laterals from Overhead Systems.
c) Replacement of Existing Overhead and Underground Service Laterals.
d) New Multiple-Occupancy Residential Buildings.

10.2.2. Early Notification and Coordination

In order for the Company to provide service when required, it is necessary that the Applicant notify the Company during the early stages of planning major projects. Close coordination is necessary throughout the planning and construction stages by the Company, the architect, the builder, the subcontractors and the consulting engineer to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various subgrade installations of the several utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant paying any additional costs incurred by the Company.

10.2.3. Changes to Plans, Layout or Grade

The Applicant shall pay for any additional costs imposed on the Company by Applicant including, but not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to the agreement in the subdivision or development layout or final grade.

10.2.4. Underground Installations Not Covered

Where the Applicant requests or governmental ordinance mandates underground electric facilities including but not limited to - three phase primary feeder mains, transformers, pedestal mounted terminals, switching equipment, meter cabinets, service laterals or other electric facilities not specifically covered by these Rules and Regulations and where overhead facilities would otherwise be provided, the Applicant shall pay the Company the differential installed cost between the underground facilities and the equivalent overhead facilities as calculated by the Company. The Applicant shall also provide necessary rights of way and easements as given in Section 10.2.7.

10.2.5. Type of System Provided

The costs quoted in these rules are for underground residential distribution service laterals, secondary and primary conductors of standard Company design with cable in conduits and above-grade appurtenances. Unless otherwise stated, service provided will be 120/240 volt, single phase. If other types of facilities other than standard Company design are requested by the Applicant or required by governmental authority, the Applicant will pay the additional costs, as calculated by the Company, if any.

10.2.6. Design and Ownership

The Company will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under the provisions of these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service.

10.2.7. Rights of Way and Easements

The Applicant shall record and furnish satisfactory rights of way and easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, as required by and at no cost to the Company prior to the Company initiating construction. Before the Company will start construction, these rights of way and easements must be cleared by the Applicant of trees, tree stumps and other obstructions that conflict with construction, staked to show property corners and survey control points, graded to within six inches of final grade, with soil stabilized. In addition, the Applicant shall provide stakes showing final grade along the easement. Such clearing and grading must be maintained by the Applicant during construction by the utility.

10.2.8. Contributions and Credits

The Applicant shall pay the required contribution upon receipt of written notification from the Company. No utility construction shall commence prior to execution of the Underground Distribution Facilities Installation Agreement set forth in Tariff Sheet Nos. 9.700, 9.701 and 9.702 and payment in full of the entire contribution. Where, by mutual agreement, the Applicant performs any of the work normally performed by the Company, the Applicant shall receive a credit for such work in accordance with the credit amounts contained herein, provided that the work is in accordance with Company specifications. Such credit shall not exceed the total differential costs. The credit will be granted after the work has been inspected by the Company and, in the case of Applicant-installed conduit, after the applicable conductors have been installed.

(Continued on Sheet No. 6.095)

(Continued from Sheet No. 6.090)

10.2.8.1 Credit for TUGs

If the Applicant installs the permanent electric service entrance such that FPL's service lateral can be subsequently installed and utilized to provide that building's construction service, the Applicant shall receive a credit in the amount of $80.03 per service lateral, subject to the following requirements:

a) TUGs must be inspected and approved by the local inspecting authority.
b) All service laterals within the subdivision must be installed as TUGs.
c) FPL must be able to install the service lateral, energize the service lateral, and set the meter to energize the load side of the meter can, all in a single trip. Subsequent visits other than routine maintenance or meter readings will void the credit.
d) Thereafter, acceptance and receipt of service by the Customer shall constitute certification that the Customer has met all inspection requirements, complied with all applicable codes and rules and, subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Customer releases, holds harmless and agrees to indemnify the Company from and against loss or liability in connection with the provision of electrical services to or through such Customer-owned electrical installations.
e) The Applicant shall be held responsible for all electric service used until the account is established in the succeeding occupant's name.

This credit applies only when FPL installs the service - it does not apply when the applicant installs the service conduits, or the service conduits and cable.

10.2.9. Location of Distribution Facilities

Underground distribution facilities will be located, as determined by the Company, to maximize their accessibility for maintenance and operation. The Applicant shall provide accessible locations for meters when the design of a dwelling unit or its appurtenances limits perpetual accessibility for reading, testing, or making necessary repairs and adjustments.

10.2.10. Special Conditions

The costs quoted in these rules are based on conditions which permit employment of rapid construction techniques. The Applicant shall be responsible for necessary additional hand digging expenses other than what is normally provided by the Company. The Applicant is responsible for clearing, compacting, boulder and large rock removal, stump removal, paving, and addressing other special conditions. Should paving, grass, landscaping or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching and backfilling and be responsible for restoration of property damaged to accommodate the installation of underground facilities.

10.2.11. Point of Delivery

The point of delivery shall be determined by the Company. When a location for a point of delivery different from that designated by the Company is requested by the Applicant, and approved by the Company, the Applicant shall pay the additional cost in excess of that which would have been incurred to reach the point of delivery designated by the Company. The estimated full cost of service lateral length, including labor and materials, required in excess of that which would have been needed to reach the Company's designated point of service. The additional cost per trench foot is $8.05. Where an existing trench is utilized, the additional cost per trench foot is $2.93. Where the Applicant provides the trenching, installs Company provided conduit according to Company specifications and backfilling, the cost per additional trench foot is $2.05. Any point of delivery change requested by the Applicant shall conform to good safety and construction practices as determined by the Company. Service laterals shall be installed, where possible, in a direct line to the point of delivery.

(Continued on Sheet No. 6.096)

(Continued from Sheet No. 6.095)

10.2.12. Location of Meter and Downpipe

The Applicant shall install a meter enclosure and downpipe to accommodate the Company's service lateral conductors at the point designated by the Company. These facilities will be installed in accordance with the Company's specifications and all applicable codes.

10.2.13. Relocation or Removal of Existing Facilities

If the Company is required to relocate or remove existing facilities in the implementation of these Rules, all costs thereof shall be borne exclusively by the Applicant, as follows:

a) For removal of existing facilities, these costs will include the costs of removal, the in-place value (less salvage) of the facilities so removed and any additional costs due to existing landscaping, pavement or unusual conditions.
b) For relocation of existing facilities, these costs will include the costs of relocation of reusable equipment, costs of removal of equipment that cannot be reused, costs of installation of new equipment, and any additional costs due to existing landscaping, pavement or unusual conditions.

10.2.14. Development of Subdivisions

The Tariff charges are based on reasonably full use of the land being developed. Where the Company is required to construct underground electric facilities through a section or sections of the subdivision or development where full use of facilities as determined by the Company, will not be experienced for at least two years, the Company may require a deposit from the Applicant before construction is commenced. This deposit, to guarantee performance, will be based on the estimated total cost of such facilities rather than the differential cost. The amount of the deposit, without interest, less any required contributions will be returned to the Applicant on a pro-rata basis at quarterly intervals on the basis of installations to new customers. Any portion of such deposit remaining unrefunded, after five years from the date the Company is first ready to render service from the extension, will be retained by the Company.

10.2.15. Service Lateral Conductor

All residential Tariff charges are based on a single service conductor installed in a single 2 inch conduit, limited to a maximum size of 4/0 aluminum. All parallel services, or any single services requiring service conductor larger than 4/0 aluminum, require additional charges determined by specific cost estimate.

FLORIDA POWER & LIGHT COMPANY

Thirty-Ninth Revised Sheet No. 6.100
Cancels Thirty-Eighth Revised Sheet No. 6.100

SECTION 10.3 UNDERGROUND DISTRIBUTION FACILITIES FOR RESIDENTIAL SUBDIVISIONS AND DEVELOPMENTS

10.3.1. Availability

When requested by the Applicant, the Company will provide underground electric distribution facilities, other than for multiple occupancy buildings, in accordance with its standard practices in:

a) Recognized new residential subdivision of five or more building lots.
b) Tracts of land upon which five or more separate dwelling units are to be located.

For residential buildings containing five or more dwelling units, see SECTION 10.6 of these Rules.

10.3.2. Contribution by Applicant

a) The Applicant shall pay the Company the average differential cost for single phase residential underground distribution service based on the number of service laterals required or the number of dwelling units, as follows:

	Applicant's Contribution
1. Where density is 6.0 or more dwelling units per acre:	
1.1 Buildings that do not exceed four units, townhouses, and mobile homes – per service lateral.	$ 0.00
1.2 Mobile homes having Customer-owned services from meter center installed adjacent to the FPL primary trench route - per dwelling unit.	$ 0.00
2. Where density is 0.5 or greater, but less than 6.0 dwelling units per acre:	
Buildings that do not exceed four units, townhouses, and mobile homes – per service lateral	$ 0.00

3. Where the density is less than 0.5 dwelling units per acre, or the Distribution System is of non-standard design, individual cost estimates will be used to determine the differential cost as specified in Paragraph 10.2.5.

Additional charges specified in Paragraphs 10.2.10 and 10.2.11 may also apply.

b) The above costs are based upon arrangements that will permit serving the local underground distribution system within the subdivision from overhead feeder mains. If feeder mains within the subdivision are deemed necessary by the Company to provide and/or maintain adequate service and are required by the Applicant or a governmental agency to be installed underground, the Applicant shall pay the Company the average differential cost between such underground feeder mains within the subdivision and equivalent overhead feeder mains, asfollows:

	Applicant's Contribution
Cost per foot of feeder trench within the subdivision (excluding switches)	$32.72
Cost per above ground padmounted switch package	$43,680.63

(Continued on Sheet No. 6.110)

(Continued from Sheet No. 6.100)

c) Where primary laterals are needed to cross open areas such as golf courses, parks, other recreation areas and water retention areas, the Applicant shall pay the average differential costs for these facilities as follows:

Cost per foot of primary lateral trench within the subdivision

1) Single Phase - per foot	$3.95
2) Two Phase - per foot	$8.87
3) Three Phase - per foot	$13.47

d) For requests for service where underground facilities to the lot line are existing and a differential charge was previously paid for these facilities, the cost to install an underground service lateral to the meter is as follows:

Density less than 6.0 dwelling units per acre:	$583.70
Density 6.0 or greater dwelling units per acre:	$434.01

10.3.3. Contribution Adjustments

a) Credits will be allowed to the Applicant's contribution in Section 10.3.2. where, by mutual agreement, the Applicant provides all trenching and backfilling for the Company's distribution system, excluding feeder.

	Credit to Applicant's Contribution	
1. Where density is 6.0 or more dwelling units per acre:	Backbone	Service
1.1 Buildings that do not exceed four units, townhouses, and mobile homes - per service lateral.	$198.96	$208.87
1.2 Mobile homes having Customer-owned services from meter center installed adjacent to the FPL primary trench route - per dwelling unit.	$164.53	N/A
2. Where density is 0.5 or greater, but less than 6.0 dwelling units per acre:		
Buildings that do not exceed four units, townhouses, and mobile homes - per service lateral	$329.54	$292.41

b) Credits will be allowed to the Applicant's contribution in Section 10.3.2. where, by mutual agreement, the Applicant installs all Company-provided conduit excluding feeder per FPL instructions. This credit is:

	Backbone	Service
1. Where density is 6.0 or more dwelling units per acre:		
1.1 Buildings that do not exceed four units, townhouses, and mobile homes - per service lateral.	$82.79	$64.02

(Continued on Sheet No. 6.115)

FLORIDA POWER & LIGHT COMPANY

Twenty-Sixth Revised Sheet No. 6.115
Cancels Twenty-Fifth Revised Sheet No. 6.115

(Continued from Sheet No. 6.110)

	Credit to Applicant's Contribution	
	Backbone	Service
1.2 Mobile homes having Customer-owned services from meter center installed adjacent to the FPL primary trench route - per dwelling unit.	$67.51	N/A
2. Where density is .5 or greater, but less than 6.0 dwelling units per acre, per service lateral.	$132.68	$78.42

c) Credits will be allowed to the Applicant's contribution in Section 10.3.2. where, by mutual agreement, the Applicant provides a portion of trenching and backfilling for the Company's facilities, per foot of trench – $4.64.

d) Credits will be allowed to the Applicant's contribution in section 10.3.2. where, by mutual agreement, the Applicant installs a portion of Company-provided PVC conduit, per FPL instructions (per foot of conduit): 2" PVC - $0.80; larger than 2" PVC -$1.14.

e) Credit will be allowed to the Applicant's contribution in section 10.3.2., where, by mutual agreement, the Applicant installs an FPL-provided feeder splice box, per FPL instructions, per box - $886.68.

f) Credit will be allowed to the Applicant's contribution in section 10.3.2., where, by mutual agreement, the Applicant installs an FPL-provided primary splice box, per FPL instructions, per box - $310.50.

g) Credit will be allowed to the Applicant's contribution in section 10.3.2., where, by mutual agreement, the Applicant installs an FPL-provided secondary connection ("handhole"), per FPL instructions, per handhole: small handhole - $28.81; intermediate handhole; - $81.63; large/all concrete handhole -$310.50.

h) Credit will be allowed to the Applicant's contribution in section 10.3.2., where, by mutual agreement, the Applicant installs an FPL-provided concrete pad for a pad-mounted transformer or capacitor bank, per FPL instructions, per pad - $80.03.

i) Credit will be allowed to the Applicant's contribution in Section 10.3.2., where, by mutual agreement, the Applicant installs a portion of Company-provided flexible HDPE conduit, per FPL instructions (per foot of conduit): $0.16.

j) Credit will be allowed to the Applicant's contribution in Section 10.3.2., where, by mutual agreement, the Applicant installs an FPL-provided concrete pad and cable chamber for a pad-mounted feeder switch, per pad and cable chamber - $753.84.

FLORIDA POWER & LIGHT COMPANY

Thirty-Eighth Revised Sheet No. 6.120
Cancels Thirty-Seventh Revised Sheet No. 6.120

SECTION 10.4 UNDERGROUND SERVICE LATERALSFROM OVERHEAD ELECTRIC DISTRIBUTION SYSTEMS

10.4.1. New Underground Service Laterals

When requested by the Applicant, the Company will install underground service laterals from overhead systems to newly constructed residential buildings containing less than five separate dwelling units.

10.4.2. Contribution by Applicant

a) The Applicant shall pay the Company the following differential cost between an overhead service and an underground service lateral, as follows:

	Applicant's Contribution
1. For any density:	
Buildings that do not exceed four units, townhouses, and mobile homes	
a) per service lateral (includes service riser installation)	$997.84
b) per service lateral (from existing handhole or PM TX)	$583.70
2. For any density, the Company will provide a riser to a handhole at the base of a pole	$940.71

Additional charges specified in Paragraphs 10.2.10 and 10.2.11 may also apply. Underground service or secondary extensions beyond the boundaries of the property being served will be subject to additional differential costs as determined by individual cost estimates.

10.4.3. Contribution Adjustments

a) Credit will be allowed to the Applicant's contribution in Section 10.4.2 where, by mutual agreement, the Applicant provides trenching and backfilling for the Company's facilities. This credit is:

	Credit To Applicant's Contribution
1. For any density:	
Buildings that do not exceed four units, townhouses, and mobile homes - per foot	$4.64

(Continued on Sheet No. 6.125)

FLORIDA POWER & LIGHT COMPANY

Twenty-Fourth Revised Sheet No. 6.125
Cancels Twenty-Third Revised Sheet No. 6.125

(Continued from Sheet No. 6.120)

b) Credit will be allowed to the Applicant's contribution in Section 10.4.2, where, by mutual agreement, the Applicant installs Company-provided conduit, per FPL instructions, as follows:

1. For any density:

Buildings that do not exceed four units, townhouses, and mobile homes - per foot:	2" PVC	$0.80
	Larger than 2" PVC	$1.12

c) Credit will be allowed to the Applicant's contribution in Section 10.4.2, where, by mutual agreement, the Applicant requests the underground service to be installed as a TUG (subject to the conditions specified in Section 10.2.8.1), per service lateral, as follows:

1. For any density:

Buildings that do not exceed four units, townhouses, and mobile homes -per service lateral:	$80.03

Issued by: Tiffany Cohen, Executive Director, Rate Development & Strategy
Effective: August 31, 2023

FLORIDA POWER & LIGHT COMPANY

Thirty-Fifth Revised Sheet No. 6.130
Cancels Thirty-Fourth Revised Sheet No. 6.130

SECTION 10.5 UNDERGROUND SERVICE LATERALSREPLACING EXISTING RESIDENTIAL OVERHEAD AND UNDERGROUND SERVICES

10.5.1. Applicability

When requested by the Applicant, the Company will install underground service laterals from existing systems as replacements for existing overhead and underground services to existing residential buildings containing less than five individual dwelling units.

10.5.2. Rearrangement of Service Entrance

The Applicant shall be responsible for any necessary rearranging of his existing electric service entrance facilities to accommodate the proposed underground service lateral in accordance with the Company's specifications.

10.5.3. Trenching and Conduit Installation

The Applicant shall also provide, at no cost to the Company, a suitable trench, perform the backfilling and any landscape, pavement or other similar repairs and install Company provided conduit according to Company specifications. When requested by the Applicant and approved by the Company, the Company may supply the trench and conduit and the Applicant shall pay for this work based on a specific cost estimate. Should paving, grass, landscaping or sprinkler systems need repair or replacement during construction, the Applicant shall be responsible for restoring the paving, grass, landscaping or sprinkler systems to the original condition.

10.5.4. Contribution by Applicant

		Applicant's Contribution
a)	The charge per service lateral replacing an existing Company-owned overhead service for any density shall be:	
	1. Where the Company provides an underground service lateral:	$908.75
	2. Where the Company provides a riser to a handhole at the base of the pole:	$1,194.45
b)	The charge per service lateral replacing an existing Company-owned underground service at Applicant's request for any density shall be:	
	1. Where the service is from an overhead system:	$1,032.44
	2. Where the service is from an underground system:	$904.80
c)	The charge per service lateral replacing an existing Customer-owned underground service from an overhead system for any density shall be:	$655.01
d)	The charge per service lateral replacing an existing Customer-owned underground service from an underground system for any density shall be:	$240.87

The above charges include conversion of the service lateral from the last FPL pole to the meter location. Removal of any other facilities such as poles, down guys, spans of secondary, etc. will be charged based on specific cost estimates for the requested additional work.

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Effective: August 31, 2023

FLORIDA POWER & LIGHT COMPANY

Ninth Revised Sheet No. 6.140
Cancels Eighth Revised Sheet No. 6.140

SECTION 10.6 UNDERGROUND SERVICE DISTRIBUTION FACILITIES TO MULTIPLE-OCCUPANCY RESIDENTIAL BUILDINGS

10.6.1. Availability

Underground electric distribution facilities may be installed within the tract of land upon which multiple-occupancy residential buildings will be constructed.

10.6.2. Contribution by Applicant

When feeder mains on tracts of land upon which multiple-occupancy buildings will be constructed are deemed necessary by the Company to provide and/or maintain adequate service, an underground installation is requested by the Applicant, or required by a governmental agency having the authority so to do, the Applicant shall contribute the differential costs provided in Section 10.3.2.b) and 10.3.3.c). There will be no contribution from the Applicant with respect to construction of underground distribution facilities other than feeder mains so long as the Company is free to construct such extensions in the most economical manner, and reasonably full use is made of the tract of land upon which the multiple-occupancy residential buildings will be constructed. Other conditions will require special arrangements.

10.6.3. Responsibility of Applicant

The Applicant shall, at no cost to the Company:

a) Furnish details and specifications of the proposed building or complex of buildings. The Company will use these in the design of the electric distribution facilities required to render service.

b) Where the Company determines that transformers are to be located inside the building, the Applicant shall provide in accordance with Company specifications:

1) The vault or vaults necessary for the transformers and associated equipment.
2) The necessary raceways or conduit for the Company's supply cables from the vault or vaults to a suitable point five feet outside the building in accordance with the Company's plans and specifications.
3) Conduits underneath all buildings when required for the Company's supply cables. Such conduits shall extend a minimum of five feet beyond the edge of the buildings for joining to the Company's facilities.
4) The service entrance conductors and raceways from the Applicant's service equipment to the designated point of delivery within the vault.

c) Where the Company determines that transformers are to be located outside the building, the Applicant shall provide in accordance with Company specifications:

1) The space for padmounted equipment at or near the building, and protective devices for such equipment, if required.
2) The service entrance conductors and raceway from the Applicant's service equipment to the point of delivery designated by the Company at or near the building.

3) Conduits underneath all buildings when required for the Company's supply cables. Such conduits shall extend five feet beyond the edge of the buildings for joining to the Company's facilities.

d) Provide proper easements, including the right of ingress and egress for the installation, operation and maintenance of the Company's facilities.

e) Ensure that the metering enclosures are appropriately marked with the same alphabetic or numeric designation used to identify the service address. Such markings shall be of a permanent nature.

10.6.4. Responsibility of the Company

The Company will:

a) Provide the Applicant with the Company's plans to supply the proposed building or complex of buildings, and specifications for the facilities to be provided by the Applicant.

(Continued on Sheet No. 6.150)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

(Continued from Sheet No. 6.140)

b) Furnish and install the primary or secondary conductors from existing or proposed facilities adjoining the property to the point of delivery, together with the ducts, if required, outside the building.

c) Furnish and install the necessary transformers and associated equipment located either outside the building or in the vault or vaults within the building.

d) Be solely responsible for the installation, operation and maintenance of all of its facilities.

10.6.5. Service Voltages
The Company will supply service at one of the several secondary voltages available as mutually agreed upon between the Applicant and the Company.

First Revised Sheet No. 6.199
FLORIDA POWER & LIGHT COMPANY
Cancels Original Sheet No. 6.199

11.0 INSTALLATION OF NEW OR UPGRADED FACILITIES

SECTION 11.1 GENERAL

In accordance with F.A.C. Rule 25-6.064 this tariff section applies to requests for new or upgraded facilities. Nothing herein shall alter the charges or provisions outlined in sections 10 and 13 of this tariff.

An Applicant can be any person, corporation, or entity capable of complying with the requirements of this tariff that has made a request for new or upgraded facilities in accordance with this tariff.

11.1.1 CONTRIBUTION-IN-AID OF CONSTRUCTION (CIAC)
A CIAC shall be required from Applicants requesting new or upgraded facilities prior to construction of the requested facilities based on the formulas presented below.

(a) The CIAC for new or upgraded overhead facilities ($CIAC_{OH}$) shall be calculated as follows:

$CIAC_{OH}$ = Total estimated work order job cost of installing the facilities − Four years expected incremental base energy revenue − Four years expected incremental base demand revenue, if applicable

(i) The cost of the service drop and meter shall be excluded from the total estimated work orderjob cost for new overhead facilities.

(ii) The net book value and cost of removal, net of the salvage value, for existing facilities shallbe included in the total estimated work order job cost for upgrades to those existing facilities.

(iii) The expected annual base energy and demand charge revenues shall be estimated for a period ending not more than 5 years after the new or upgraded facilities are placed in service.

(iv) In no instance shall the $CIAC_{OH}$ be less than zero.

(b) The CIAC for new or upgraded underground facilities ($CIAC_{UG}$) shall be calculated as follows:

$CIAC_{UG}$ = $CIAC_{OH}$ + Estimated difference between the cost ofproviding the service underground and overhead

(c) For non-governmental Applicants that require new or upgraded facilities with a total estimated cost of $50 million or more at the point of delivery, the Applicant shall be required to advance the total estimated work order job cost of installing the facilities required to provide service prior to construction of the requested facilities. The total estimated work order job cost shall be subject to refund less the required CIAC amount calculated in section 11.1.1(a) or 11.1.1(b). Upon the in-service date, the Applicant shall receive a monthly refund consisting of the applicable base energy charges and base demand charges actually incurred by the Applicant during that same monthly billing period. Such refund amount will be applied as a bill credit to the Applicant's monthly bill for a period not to exceed five (5) years from the in-service date or until the total estimated work order job cost of installing the facilities less the required CIAC has been refunded, whichever occurs first. The total amount to be refunded through bill credits shall not exceed the total estimated work order job cost of installing the facilities less the required CIAC, nor will the refund period exceed a period of five (5) years from the in-service date. Any unrefunded balance remaining five (5) years from the in-service date will become a non-refundable. If this section 11.1.1(c) is applicable, the Applicant shall not be subject to a Performance Guaranty Agreement.

11.1.2 CIAC True-Up
An Applicant may request a one-time review of a paid CIAC amount within 12 months following the in- service date of the new or upgraded facilities. Upon receiving a request, which must be in writing, the Company shall true-up the CIAC to reflect the actual construction costs and a revised estimate of base revenues. The revised estimate of base revenues shall be developed from the actual base revenues received at the time the request is made. If the true-up calculation result is different from the paid CIAC amount, the Company will either issue a refund or an invoice for this difference. This CIAC review is available only to an initial Applicant who paid the original full CIAC amount, not to any other Applicants who may be required to pay a pro-rata share as described in section 11.1.3.

(Continued on Sheet No. 6.200)

(Continued from Sheet No. 6.199)

11.1.3 Proration of CIAC

CIAC is pro-ratable if more Applicants than the Initial Applicant are expected to be served by the new or upgraded facilities ("New Facilities") within the three-year period following the in-service date. The Company shall collect the full CIAC amount from the Initial Applicant. Thereafter, the Company shall collect, and pay to the Initial Applicant, a pro-rata share of the CIAC from each additional Applicant to be served from these New Facilities until the three-year period has expired, or until the number of Applicants served by the New Facilities equals the number originally expected to be served during the three-year period, whichever comes first. Any CIAC or pro-rata share amount due from an Applicant shall be paid prior to construction. For purposes of this tariff, the New Facilities' in- service date is defined as the date on which the New Facilities are installed and service is available to the Initial Applicant, as determined by the Company.

SECTION 11.2 INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES FOR NEW CONSTRUCTION

11.2.0 Distribution System

Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

11.2.1 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will constitute new construction, other than those requests covered by sections 10, 12 and 13 of this tariff. Any Applicant may submit a request as follows. Requests shall be in writing and must specify in detail the proposed facilities that the Applicant desires to be installed as underground electric distribution facilities in lieu of overhead electric distribution facilities. Upon receipt of a written request FPL will determine the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount. Where system integrity would be compromised by the delay of a system improvement due to the time allowances specified below, said time allowances shall be reduced such that all terms and conditions of this tariff must be met 30 days prior to the date that construction must begin to allow the underground facility to be completed and operable to avert a system compromise.

11.2.2 Contribution-in-Aid-Of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, FPL shall prepare a binding cost estimate specifying the contribution-in-aid-of-construction (CIAC) required for the installation of the requested underground distribution facilities in addition to any CIAC required for facilities extension, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with an Underground Distribution Facilities Installation Agreement. The CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into an Underground Distribution Facilities Installation Agreement and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by FPL.

11.2.3 Non-Refundable Deposits

The non-refundable deposit for a binding cost estimate for a direct buried cable in conduit underground electric distribution system shall be determined by multiplying the number of proposed trench feet for new underground electric distribution facilities to be installed by $0.75. The deposit must be paid to FPL to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of an Underground Distribution Facilities Installation Agreement. If the request for underground electric distribution facilities involves less than 250 proposed trench feet then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply.

(Continued on Sheet No. 6.210)

(Continued from Sheet No. 6.200)

11.2.4 Non-Binding Cost Estimates

Any person, corporation, or entity may request a non-binding cost estimate free of charge. The non-binding cost estimate shall be an order of magnitude estimate to assist the requestor in determining whether to go forward with a binding cost estimate. An Underground Distribution Facilities Installation Agreement may not be executed on the basis of a non-binding cost estimate.

11.2.5 Underground Distribution Facilities Installation Agreement

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute the Underground Distribution Facilities Installation Agreement set forth in this tariff at Sheet Nos. 9.700, 9.701 and 9.702. The Agreement must be executed and the CIAC paid by the Applicant within 180 days of the delivery of the binding cost estimate to the Applicant. Failure to execute the Agreement and pay the CIAC specified in the agreement within the 180-day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause FPL may extend the 180-day time limit. Upon execution of the Underground Distribution Facilities Installation Agreement, payment in full of the CIAC specified in the binding cost estimate, and compliance with the requirements of this tariff, FPL shall proceed to install the facilities identified in a timely manner.

11.2.6 Easements

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Underground Distribution Facilities Installation Agreement, the Applicant shall provide to FPL and record, at no cost to FPL, all easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by FPL to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Distribution Facilities Installation Agreement entered into between the Applicant and FPL. Before FPL will commence construction, those rights of way and easements, contained within the boundaries of a development for which the underground electric distribution facilities are to be installed for new service, shall be staked to show property corners and survey control points, graded to within six inches of final grade, with soil stabilized, and also staked to show the final grade along the easement.

11.2.7 Early Notification and Coordination

In order for FPL to provide service when requested, it is necessary that the Applicant notify FPL during the early stages of major project planning. In matters requiring new service extensions close coordination is necessary throughout the planning and construction stages by FPL, the architect, the builder, the subcontractors and the consulting engineer to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various subgrade installations of the several utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant being responsible for any additional costs incurred by FPL as a result of said failure.

11.2.8 Changes to Plans, Layout or Grade

The Applicant shall pay for any additional costs incurred by FPL due to changes in the development layout or final grade made by the Applicant subsequent to the development layout or final grade information supplied to FPL for the preparation of the binding cost estimate.

11.2.9 Location of Distribution Facilities

Underground distribution facilities will be located, as determined by FPL, to maximize their accessibility for maintenance and operation. Where construction is for the purpose of new service the Applicant shall provide accessible locations for meters when the design of a building or its appurtenances limit perpetual accessibility for reading, testing, or making necessary repairs and adjustments.

11.2.10 Other Terms and Conditions

Through the execution of the Underground Distribution Facilities Installation Agreement found at Tariff Sheet Nos. 9.700, 9.701 and 9.702, the Applicant agrees to the following:

a) The Applicant shall be responsible for all restoration of, repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities;

(Continued on Sheet No. 6.220)

(Continued from Sheet No. 6.210)

(b) subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Applicant shall indemnify FPL from any claim, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities arising from or brought as a result of the installation of underground distribution facilities;

(c) the Applicant shall clear easements provided to FPL of trees, tree stumps and other obstructions that conflict with construction or installation of underground distribution facilities in a timely manner consistent with FPL's construction schedule.

11.2.11 Type of System Provided

An underground distribution system will be provided in accordance with FPL's current design and construction standards.

11.2.12 Design and Ownership

FPL will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under these Rules will not convey to the Applicant any rights of ownership or right to specify FPL facilities utilized to provide service. The Applicant may, subject to a contractual agreement with FPL, construct and install all or a portion of the underground distribution facilities provided that:

a) such work meets FPL's construction standards;

b) FPL will own and maintain the completed distribution facilities;

c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;

d) the Applicant agrees to pay FPL's current applicable hourly rate for engineering personnel for all time spent reviewing and inspecting the Applicants work done; and

e) the Applicant agrees to rectify any deficiencies found by FPL prior to the connection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to FPL's distribution system. Furthermore, the deficiencies must be corrected in a timely manner or FPL shall perform the construction using overhead facilities and the Applicant will be responsible for paying the cost of installing the overhead facilities and the cost of their removal before the corrected underground facilities will be connected.

FLORIDA POWER & LIGHT COMPANY

Eighth Revised Sheet No. 6.300
Cancels Seventh Revised Sheet No. 6.300

INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTIONFACILITIES FOR THE CONVERSION OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES

SECTION 12.1 DEFINITIONS

APPLICANT - Any person, corporation, or entity capable of complying with the requirements of this tariff that has made a written request for underground electric distribution facilities in accordance with this tariff.

CONVERSION - Any installation of underground electric distribution facilities where the underground facilities will be substituted for existing overhead electric distribution facilities, including relocations.

CONTRIBUTION-IN-AID-OF-CONSTRUCTION (CIAC) – The CIAC to be paid by an Applicant under this tariff section shall be the result of the following formula:

CIAC =

1) The estimated cost to install the requested underground facilities;
\+ 2) The estimated cost to remove the existing overhead facilities;[a]
\+ 3) The net book value of the existing overhead facilities; [a]
\- 4) The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the "Hypothetical Overhead Facilities");
\- 5) The estimated salvage value of the existing overhead facilities to be removed; [a]
\+ 6) The 30-year net present value of the estimated non-storm underground v. overhead operational costs differential,
\- 7) The 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC")[b].

[a] In calculating the Applicant's CIAC, elements 2, 3, and 5 of the CIAC formula above are to be excluded from CIAC due from an applicant who submits an application providing a binding notification that said applicant intends to convert existing non-hardened overhead distribution facilities to underground distribution facilities.

[b] Lines 6 & 7 will be combined to calculate a per mile credit.

DISTRIBUTION SYSTEM - Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

SERVICE FACILITIES - The entire length of conductors between the distribution source, including any conduit and or risers at a pole or other structure or from transformers, from which only one point of service will result, and the first point of connection to the service entrance conductors at a weather head, in a terminal, or meter box outside the building wall; the terminal or meter box; and the meter.

(Continued on Sheet No. 6.301)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 6.301
Cancels Original Sheet No. 6.301

(Continued from Sheet No. 6.300)

SECTION 12.2 GENERAL

12.2.1 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will be substituted for existing overhead electric distribution facilities. Any person, corporation, or entity capable of complying with the requirements of this tariff may submit a request as follows. Requests shall be in writing and must specify in detail the overhead electric distribution facilities to be converted or the area to be served by underground electric distribution facilities in lieu of presently existing overhead electric distribution facilities serving said area. Upon receipt of a written request, FPL will determine the feasibility of converting the existing facilities, any necessary revisions to this written request, and the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount.

12.2.2 Contribution-in-Aid-Of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, FPL shall prepare a binding cost estimate specifying the contribution in aid of construction (CIAC) required for the installation of the requested underground distribution facilities, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with an Underground Facilities Conversion Agreement. The CIAC amount to be collected pursuant to a binding cost estimate from an Applicant shall not be increased by more than 10 percent of the binding cost estimate to account for actual costs incurred in excess of the binding cost estimate. However, the CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into an Underground Facilities Conversion Agreement and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by FPL.

(Continued on Sheet No. 6.310)

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 6.310
Cancels Third Revised Sheet No. 6.310

(Continued from Sheet No. 6.301)

12.2.3 Non-Refundable Deposits

The non-refundable deposit for a binding cost estimate for conversion to a direct buried cable in conduit underground electric distribution system shall be determined by multiplying the number of pole line feet of existing overhead electric distribution facilities to be converted by $1.20. The deposit must be paid to FPL to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of an Underground Facilities Conversion Agreement. If the request for underground electric distribution facilities involves the conversion of less than 250 pole line feet of existing overhead facilities, then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply.

12.2.4 Non-Binding Cost Estimates

Any person, corporation, or entity may request a non-binding cost estimate free of charge. The non-binding cost estimate shall be an order of magnitude estimate to assist the requestor in determining whether to go forward with a binding cost estimate. An Underground Facilities Conversion Agreement may not be executed on the basis of a non-binding cost estimate.

12.2.5 Underground Facilities Conversion Agreement

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720. The applicable Agreement must be executed and the CIAC paid by the Applicant within 180 days of the delivery of the binding cost estimate to the Applicant. Failure to execute the applicable Agreement and pay the CIAC specified in the Agreement within the 180 day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause FPL may extend the 180 day time limit. Upon execution of the Underground Facilities Conversion Agreement, payment in full of the CIAC specified in the binding cost estimate, and compliance with the requirements of this tariff, FPL shall proceed to convert the facilities identified in a timely manner. However, new service extensions, maintenance and reliability projects, and service restorations shall take precedence over facilities conversions.

12.2.6 Simultaneous Conversion of Other Pole Licensees

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Underground Facilities Conversion Agreement the Applicant shall have executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide FPL with an executed copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensees will coordinate their conversion with FPL and other licensees in a timely manner so as to not create unnecessary delays. Failure to present FPL with executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversion Agreement entered into between the Applicant and FPL.

12.2.7 Easements

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Underground Facilities Conversion Agreement the Applicant shall provide FPL, at no cost to FPL, all easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by FPL to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after the delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversion Agreement entered into between the Applicant and FPL.

(Continued on Sheet No. 6.320)

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 6.320
Cancels Third Revised Sheet No. 6.320

(Continued from Sheet No. 6.310)

12.2.8 Affected Customer Services

The Applicant shall be responsible for the costs associated with any modifications to the service facilities of customers affected by the conversion of FPL distribution facilities which are made necessary as a result of the conversion. The Applicant shall be responsible for arranging the conversion of affected residential overhead customer service facilities by providing, at no cost to FPL:

a) any necessary rearranging of the customer's existing electric service entrance facilities to accommodate an underground service lateral through the use of a licensed electrical contractor, in accordance with all local ordinances, codes, and FPL specifications; and

b) a suitable trench, install FPL provided conduit according to FPL specifications to a point designated by FPL, and perform the backfilling and any landscape, pavement or other similar repairs

FPL shall be responsible for the installation of the service lateral cable, the cost of which shall be included in the Applicant's binding cost estimate. In the event a customer does not allow the Applicant to convert the customer's affected overhead services, or the Applicant fails to comply with the above requirements in a timely manner consistent with FPL's conversion construction schedule, then the Applicant shall pay FPL, in addition to the CIAC specified in the binding cost estimate, the costs associated with maintaining service to said customer through an overhead service drop. The cost for maintaining an overhead service drop from an underground system shall be:

a) the sum of $789 for residential dwellings containing less than five individual units; or,

b) the estimated cost to maintain service for residential dwellings containing five or more individual units.

For existing residential underground service laterals affected by a conversion the Applicant shall be responsible for the trenching, backfilling and any landscape, pavement or other similar repairs and installation of FPL provided conduit, according to FPL specifications, necessary to bring existing underground service laterals of affected customers to an FPL designated handhole or transformer. FPL will install the necessary cable, the cost of which shall be included in the binding cost estimate. However, in the event that a customer owned service lateral fails on connection to the underground distribution system the customer will be responsible for the replacement of their service lateral or compliance with section 10.5 of FPL's tariff.

The Applicant's responsibilities for modifications to the service facilities of non-residential customers affected by the conversion of FPL distribution facilities which are made necessary as a result of the conversion will be specified in an attachment to any Underground Facilities Conversion Agreement.

12.2.9 Other Terms and Conditions

Through the execution of the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720 set forth in this tariff at Sheet No. 9.725 the Applicant agrees to the following:

a) The Applicant shall be responsible for all restoration of, repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities and the removal of FPL's overhead distribution facilities;

b) subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Applicant shall indemnify FPL from any claim, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, to remove existing facilities or to accommodate the installation of underground distribution facilities arising from or brought as a result of the installation of underground distribution facilities;

c) the Applicant shall clear easements provided to FPL of trees, tree stumps and other obstructions that conflict with construction or installation of underground distribution facilities in a timely manner consistent with FPL's construction schedule.

(Continued on Sheet No. 6.330)

(Continued from Sheet No. 6.320)

12.2.10 Type of System Provided
An underground distribution system will be provided in accordance with FPL's current design and construction standards.

12.2.11 Design and Ownership
FPL will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. The Applicant may, subject to a contractual agreement with FPL, construct and install all or a portion of the underground distribution facilities provided that:

a) such work meets FPL's construction standards;

b) FPL will own and maintain the completed distribution facilities;

c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;

d) the Applicant agrees to pay FPL's current applicable hourly rate for engineering personnel for all time spent for (i) reviewing and inspecting the Applicant's work done, and (ii) developing any separate cost estimate(s) that are either requested by the Applicant to reflect only FPL's portion of the work or are required by FPL to reflect both the Applicant's and FPL's portions of the work pursuant to an Underground Facilities Conversion Agreement; and

e) the Applicant agrees to rectify any deficiencies found by FPL prior to the connection of any Customers to the underground electric distribution system and the removal of the overhead electric distribution facilities.

12.2.12 Relocation
Where underground electric facilities are requested as part of, or for the purpose of, relocation, the requirements of this tariff shall apply. As applicable, the Underground Facilities Conversion Agreement shall be executed as an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this tariff, the tariff shall control. Furthermore, where the regulations of the Federal or State Department of Transportation (DOT) prevent pre-payment of deposits and other conversion costs, the Federal or State DOT may pay the CIAC after the work has been performed.

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 6.400
Cancels Second Revised Sheet No. 6.400

SUPPLEMENT TO GENERAL RULES AND REGULATIONS FOR THE INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTIONFACILITIES TO SERVE SMALL GENERAL SERVICE/INDUSTRIAL CUSTOMERS

SECTION 13.1 DEFINITIONS

The following words and terms, when used in Section 13 shall have the meaning indicated:

APPLICANT - Any person, partnership, association, corporation, or governmental agency that applies for the installation of underground distribution facilities to serve the electrical requirements of a new general service/industrial building.

BUILDING - Any structure designed for general service/industrial application.

CABLE IN CONDUIT SYSTEM - Underground distribution system where all underground primary, secondary, service and street light conductors are installed in direct buried conduit. Other facilities associated with cable in conduit, such as transformers, may be above ground.

COMMISSION - The Florida Public Service Commission.

COMPANY - The Florida Power & Light Company. (FPL)

DISTRIBUTION SYSTEM - Electric service facilities consisting of primary and secondary conductors, service laterals, conduits, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

FEEDER MAIN – A three-phase primary installation, including switches, which serves as a source for primary laterals and loops through suitable overcurrent devices.

FINAL GRADE - The ultimate elevation of the ground, paved or unpaved, which will prevail in a tract of land.

LOOP - An Underground Primary Lateral having two sources of feed at the primary level.

OVERHEAD SYSTEM - Distribution system consisting of primary, secondary and service conductors and aerial transformers supported by poles.

POINT OF DELIVERY - The point where the Company's wires or apparatus are connected to those of the Customer. See Section 13.2.10.

PRIMARY LATERAL - That part of the electric distribution system whose function is to conduct electricity at the primary level from the feeder main to the transformers serving the secondary street mains. It usually consists of one, two or three conductors of insulated cable in conduit, together with necessary accessory equipment for supporting, terminating and disconnecting from the primary mains by a fusible element.

RADIAL- An Underground Primary Lateral having one source of feed at the primary level.

UNDERGROUND SERVICE FACILITIES - The entire length of underground service conductors and associated equipment from the Applicant's property line to the designated point of delivery.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

SECTION 13.2 UNDERGROUND DISTRIBUTION FACILITIES TO SMALL GENERAL SERVICE/INDUSTRIAL CUSTOMERS

13.2.1 Application

This tariff section applies to all requests for Underground Service Facilities made by small general service/industrial Applicants for new service as is specified below:

a) Must be a new general service/industrial installation served by transformer sizes of 100 KVA or less for single or two phase and 300 KVA or less for three phase; and

b) Must be installed on the Applicant's property beginning at a point along the Applicant's property line and terminating at the Company's designated point of delivery.

The application of this tariff is in addition to and supplements the Company's other rules regarding extensions of facilities for service. An additional contribution-in-aid-of-construction may be required by those rules for extensions or installations of facilities necessary to accommodate a request for Underground Service Facilities made under this section.

13.2.2 Early Notification and Coordination

In order for the Company to provide service when required, it is necessary that the Applicant notify the Company during the early stages of planning projects. Close coordination is necessary throughout the planning and construction stages by the Company, the architect, the builder, the subcontractors and the consulting engineer to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various subgrade installations of the several utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant paying any additional costs incurred by the Company as a result of said failure.

13.2.3 Changes to Plans, Layout or Grade

The Applicant shall pay for any additional costs imposed on the Company by Applicant due to changes made in the development layout or final grade subsequent to an agreement. These costs include, but are not limited to, engineering design, administration and relocation expenses.

13.2.4 Type of System Provided

The costs quoted in these rules are for underground distribution primary/secondary conductors in direct buried conduit with above-grade appurtenances of standard Company design, excluding throwover service. Throwover service availability and its cost are determined by the Company on an individual basis. Unless otherwise stated, service will be provided at single or two-phase 120/240 volts or, where available, three phase 120/208 volts or 277/480 volts.

13.2.5 Design and Ownership

The Company will design, install, own and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under the provisions of these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service.

(Continued on Sheet No. 6.510)

(Continued from Sheet No. 6.500)

13.2.6 Rights of Way and Easements

The Applicant shall record and furnish satisfactory rights of way and easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, as required by and at no cost to the Company prior to the Company initiating construction. Before the Company will start construction, these rights of way and easements must be cleared by the Applicant of trees, tree stumps and other obstructions that conflict with construction, staked to show property corners and survey control points, and graded to within six inches of final grade, with soil stabilized. In addition, the Applicant shall provide stakes showing final grade along the easement. Such clearing and grading must be maintained by the Applicant during construction by the utility.

13.2.7 Contribution and Credits

The Applicant shall pay the required contribution upon receipt of written notification from the Company. No utility construction shall commence prior to execution of the Underground Distribution Facilities Installation Agreement set forth in Tariff Sheet Nos. 9.700, 9.701 and 9.702 and payment in full of the entire contribution. Where, by mutual agreement, the Applicant performs any of the work normally performed by the Company, the Applicant shall receive a credit for such work in accordance with the credit amounts contained herein, provided that the work is in accordance with Company specifications. Such credits shall not exceed the total differential costs. The credit will be granted after the work has been inspected by the Company and, in the case of Applicant-installed conduit, after the Company pulls all applicable conductors.

13.2.8 Location of Distribution Facilities

Underground distribution facilities will be located, as determined by the Company, to maximize their accessibility for maintenance and operation. The Applicant shall provide accessible locations for meters and transformers when the design of a general service/industrial building or its appurtenances limit perpetual accessibility for reading, testing, or making necessary repairs and adjustments.

13.2.9 Special Conditions

The costs quoted in these rules are based on conditions which permit employment of rapid construction techniques. The Applicant shall be responsible for necessary additional hand digging expenses other than what is normally provided by the Company. The Applicant is responsible for clearing, compacting, stump removal, paving, and addressing other special conditions. Should paving, grass, landscaping or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching and backfilling and be responsible for restoration of property damaged to accommodate the installation of underground facilities.

13.2.10 Point of Delivery

The point of delivery shall be determined by the Company, but normally will be at or near the part of the building nearest the point at which the Company's electric supply is available to the property. When a location for a point of delivery different from that designated by the Company is requested by the Applicant and approved by the Company, the Applicant shall pay the estimated full cost of the primary/secondary lateral length, including labor and materials, required in excess of that which would have been needed to reach the Company's designated point of delivery. Any redesignation requested by the Applicant shall conform to good safety and construction practices as determined by the Company. Laterals shall be installed, where possible, in a direct line to the point of delivery.

13.2.11 Location of Meter and Raceway

The Applicant shall install a meter trough at the point designated by the Company and a raceway to accept the service lateral conductors if needed. Both will be installed in accordance with the Company's specifications.

(Continued on Sheet No. 6.520)

FLORIDA POWER & LIGHT COMPANY

Thirteenth Revised Sheet No. 6.520
Cancels Twelfth Revised Sheet No. 6.520

(Continued from Sheet No. 6.510)

13.2.12 Contribution by Applicant

The Applicant shall pay the Company the average differential cost between installing overhead and underground distribution facilities based on the following:

a) Primary lateral, riser (if from overhead termination point), pad mounted transformer and trench with cable-in-conduit not to exceed 150 feet in radials and 300 feet in loops.

From Existing	Applicant's Contribution From Overhead Termination Point	Applicant's Contribution Underground Termination
1) Single phase radial	$0.00	$0.00
2) Two phase radial	$0.00	$0.00
3) Three phase radial (150 KVA)	$0.00	$0.00
4) Three phase radial (300 KVA)	$0.00	$0.00
5) Single phase loop	$0.00	$0.00
6) Two phase loop	$0.00	$0.00
7) Three phase loop (150 KVA)	$0.00	$0.00
8) Three phase loop (300 KVA)	$0.00	$0.00

b) Secondary riser and lateral, excluding handhole or junction box, with connection to Applicant's service cables no greater than 20 feet from Company riser pole.

1) Small single phase	$699.54
2) Large single phase	$1,712.34
3) Small three phase	$1,018.46
4) Large three phase	$2,425.76

c) FPL service cable installed in customer provided and customer installed 2" PVC (for main line switch size limited to 60 amps for 120V, 2 wire service, or 125 amps for 120/240v, 3 wire service) where customer's meter can is at least 5 feet and no more than 100 feet from the FPL pole.

	120v 60 amp 2 wire service	120/240v 125 3 wire service
1) Installed on a wood pole - accessible locations	$537.81	$481.67
2) Installed on a wood pole - inaccessible locations	$617.62	$548.84
3) Installed on a concrete pole - accessible locations	$605.35	$549.22

d) Handholes and Padmounted Secondary Junction Box, excluding connections.

1) Handhole

a. Small - per handhole	$333.27
b. Intermediate - per handhole	$428.96
c. Large - per handhole	$1,338.15

2) Pad Mounted secondary Junction Box – per box $3,978.16

3) Pad Mounted secondary Junction Cabinet, used when electrical loads exceed the capacity of the secondary junction box (above) or when the number of the service conductors exceed the capacity of the pad mounted transformer. This charge is only applicable if the majority of the customer's service conductor diameter is less than 500 MCM.

Per cabinet (includes connecting up to 12 sets of conductor)	$13,219.40
Tapping service conductors (if more than 12 sets) – per set	$91.76

(Continued on Sheet No. 6.530)

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FLORIDA POWER & LIGHT COMPANY

Thirteenth Revised Sheet No. 6.530
Cancels Twelfth Revised Sheet No. 6.530

(Continued from Sheet No. 6.520)

e) Primary splice box including splices and cable pulling set-up.

1) Single Phase - per box	$1,963.54
2) Two Phase - per box	$2,562.44
3) Three Phase - per box	$2,790.06

f) Additional installation charge for underground primary laterals including trench and cable-in-conduit which exceed the limits set in 13.2.12 a).

1) Single Phase - per foot	$3.95
2) Two Phase - per foot	$8.87
3) Three Phase - per foot	$7.90

g) Additional installation charge for underground primary laterals including trench and cable-in-conduit extended beyond the Company designated point of delivery to a remote point of delivery.

1) Single Phase - per foot	$12.67
2) Two Phase - per foot	$20.26
3) Three Phase - per foot	$22.48

h) The above costs are based upon arrangements that will permit serving the local underground distribution system within the general service/industrial development from overhead feeder mains. If feeder mains within the general service/industrial development are deemed necessary by the company to provide and/or maintain adequate service and are required by the Applicant or a governmental agency to be installed underground, the Applicant shall pay the company the average differential cost between such underground feeder mains within the general service/industrial development and equivalent overhead feeder mains, as follows:

	Applicant's Contribution
Cost per foot of feeder trench within the general service/industrial development (excluding switches)	$32.72
Cost per above ground padmounted switch package	$43,680.63

i) The Company will provide one standby/assistance appointment at no additional charge to the Applicant adding new or additional load to assist with installation of the Applicant's conductors and conduit(s) into a padmounted transformer, pedestal or vault (not to exceed four hours in duration) during normal hours of operation. Additional appointments will be provided upon request, at the Applicant's expense.

(Continued on Sheet 6.540)

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FLORIDA POWER & LIGHT COMPANY

Ninth Revised Sheet No. 6.540
Cancels Eighth Revised Sheet No. 6.540

(Continued from Sheet No. 6.530)

13.2.13 Contribution Adjustments

a) Credits will be allowed to the Applicant's contribution in Section 13.2.12. where, by mutual agreement, the Applicant provides trenching and backfilling for the Company's facilities.

	Credit to the Applicant's Contribution
1) Credit per foot of primary trench	$4.64
2) Credit per foot of secondary trench	$3.68

b) Credits will be allowed to the Applicant's contribution in section 13.2.12. where, by mutual agreement, the Applicant installs Company-provided conduit per Company instructions.

1) Credit per foot of 2" conduit	$0.80
2) Credit per foot of larger than 2" conduit	$1.12

c) Credit will be allowed to the Applicant's contribution in Section 13.2.12. where, by mutual agreement, the Applicant installs a Company-provided handhole per Company instructions,

1) Credit per large handhole/primary splice box	$310.50
2) Credit per small handhole	$81.63

d) Credit will be allowed to the Applicant's contribution in Section 13.2.12. where, by mutual agreement, the Applicant installs a Company-provided concrete pad for a pad-mounted transformer or pad-mounted capacitor bank per Company instructions,

Credit per pad	$80.03

e) Credit will be allowed to the Applicant's contribution in Section 13.2.12. where, by mutual agreement, the Applicant installs Company-provided concrete pad for a pad-mounted feeder switch chamber per Company instructions,

Credit per pad	$753.84

f) Credit will be allowed to the Applicant's contribution in Section 13.2.12. where, by mutual agreement, the Applicant installs Company-provided concrete pad for a feeder splice box per Company instructions,

Credit per splice box	$886.68

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FLORIDA POWER & LIGHT COMPANY

~~Seventh~~ Eighth Revised Sheet No. 7.010
Cancels ~~Sixth~~ Seventh Revised Sheet No. 7.010

COMMUNITIES SERVED

ALACHUA
Hawthorne
Waldo
Unincorporated – Alachua

BAKER
Glen Saint Mary
Macclenny
Olustee
Sanderson
Unincorporated – Baker

BAY*
Panama City
Panama City Beach
City of Lynn Haven
City of Springfield
City of Callaway
City of Parker
~~Cedar Grove~~
Unincorporated - Bay

BRADFORD
Hampton
Lawtey
Starke
Unincorporated - Bradford

BREVARD
Angel City
Bellwood
Canova Beach
Cape Canaveral
Cocoa
Cocoa Beach
Courtenay
Eau Gallie
Frontenac
Grant – Valkaria
Indianlantic
Indian Harbour Beach
Indian River City
June Park
Malabar
Melbourne
Melbourne Beach
Melbourne Village
Merritt Island
Micco
Mims
Palm Bay
Palm Shores
Pineda
Port Saint John
Rockledge

BREVARD (CONT'D)
Satellite Beach
Scottsmoor
Sharpes
Titusville
Turnbull
West Melbourne
Unincorporated – Brevard

BROWARD
Broadview Park
Browardale
Coconut Creek
Collier Manor
Cooper City
Coral Springs
Cresthaven
Dania Beach
Davie
Deerfield Beach
Fern Crest Village
Ft. Lauderdale
Hacienda Village
Hallandale Beach
Hillsboro Beach
Hollywood
Kendall Green
Lake Forest
Lakeview
Lauderdale-by-the-Sea
Lauderdale Lakes
Lauderhill
Lazy Lake
Lighthouse Point
Margate
Melrose Park
Miramar
North Andrews Garden
North Lauderdale
Oakland Park
Parkland
Pembroke Park
Pembroke Pines
Pine Island Ridge
Plantation
Pompano Beach
Pompano Beach Highlands
Pompano Park
Riverland
Sea Ranch Lakes
Southwest Ranches
Sunrise
Tamarac
Washington Park
West Hollywood

BROWARD (CONT'D)
West Park
Weston
Wilton Manors
Unincorporated – Broward

CHARLOTTE
Boca Grande
Charlotte Beach
Charlotte Harbor
Charlotte Park
Cleveland
Grove City
Harbour Heights
Manasota Key
Murdock
Placida
Port Charlotte
Punta Gorda
Rotonda
Solana
South Punta Gorda Heights
Unincorporated – Charlotte

CLAY
Highland
Kingsley
Penney Farms
Unincorporated – Charlotte

COLLIER
East Naples
Golden Gate
Lely
Naples
Naples Manor
Naples Park
North Naples
Palm River
Unincorporated – Collier

COLUMBIA
Five Points
Lake City
Watertown
Unincorporated – Columbia

DESOTO
Arcadia
Fort Ogden
Hull
Nocatee
Unincorporated – DeSoto

DUVAL
Jacksonville

ESCAMBIA*
City of Pensacola
City of Century
Unincorporated - Escambia

FLAGLER
Beverly Beach
Bunnell
Dinner Island
Dupont
Espanola
Favoretta
Flagler Beach
Korona
Marineland
Palm Coast
Roy
Unincorporated – Flagler

GLADES
Buckhead Ridge
Unincorporated – Glades

HARDEE
Gardner
Unincorporated – Hardee

HENDRY
Denaud
Harlem
La Belle
Port La Belle
Unincorporated – Hendry

HIGHLANDS
Brighton
Unincorporated – Highlands

HOLMES*
Bonifay
Ponce de Leon
Unincorporated - Holmes

INDIAN RIVER
Fellsmere
Florida Ridge
Indian River Shores
~~Micco~~
Orchid
Oslo
Roseland
Sebastian

(Continued on Sheet No. 7.020)

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2024~~

FLORIDA POWER & LIGHT COMPANY

~~Eighth~~Ninth Revised Sheet No. 7.020
Cancels ~~Seventh~~ Eighth Revised Sheet No. 7.020

COMMUNITIES SERVED

INDIAN RIVER (CONT'D)
Vero Beach
Wabasso
Winter Beach
Unincorporated – Indian River

JACKSON*
~~City of Chipley~~
City of Graceville
Campbellton
Unincorporated - Jackson

LEE
Alva
Boca Grande
Bonita Springs
Coconut
Cypress Lake
Estero
Forest Island Park
Fort Myers
Fort Myers Beach
Fort Myers Shores
Fort Myers Villas
Iona
McGregor
Morse Shores
Page Park
Pine Manor
Punta Rassa
San Carlos Park
Tice
Villas ~~Whiskey Creek~~
Whiskey Creek
Unincorporated – Lee

MANATEE
Anna Maria
Bayshore Gardens
Bradenton
Bradenton Beach
Cortez
Ellenton
Holmes Beach
Longboat Key – Manatee
Memphis
Palmetto
Parrnalee
Parrish
Piney Point
Rubonia
Samoset

MANATEE (CONT'D)
South Bradenton
Tallevast
Verna
West Bradenton
West Samoset
Witfield
Unincorporated - Manatee

MARTIN
Gomez
Hobe Sound
Indiantown
Jensen Beach
Jupiter Island
North River Shores
Ocean Breeze
Palm City
Port Mayaca
Port Salerno
Port Sewall Rio
Sewall's Point
Stuart
Unincorporated – Martin

MIAMI DADE
Andover
Adventura
Bal Harbour
Bay Harbor Islands
Biscayne Park
Brownsville
Bunche Park
Carol City
Coral Gables
Coral Terrace Country Club
Cutler
Cutler Bay
Cutler Ridge
Doral
El Portal
Florida City
Gladeview
Glenvar Heights
Golden Beach
Golden Glades
Goulds
Hammocks
Hialeah
Hialeah Gardens
Homestead
Indian Creek Village
Ives Estates
Kendale Lakes

MIAMI DADE (CONT'D)
Kendall
Key Biscayne
~~Key Biscayne~~
Lake Lucerne
Lakes by the Bay
Leisure City
Lindgren Acres
Ludlam
Medley
Miami
Miami Beach
Miami Gardens
Miami Lakes
Miami Shores
Miami Springs
Naranja
Norland
North Bay Village
North Miami
North Miami Beach
Ojus
Olympia Heights
Opa-Locka
Palmetto Bay
Palmetto Estates
Pennsuco
Perrine
Pinecrest
Pinewood
Princeton
Richmond Heights
Scott Lakes
South Miami
South Miami Heights
Sunny Isles
Sunset
Surfside
Sweetwater
Tamiami
Virginia Gardens
West Little River
West Miami
Westchester
Westview
Unincorporated - Miami Dade

MONROE
Flamingo
Unincorporated - Monroe

NASSAU
Becker
Bryceville

NASSAU (CONT'D)
Callahan
Hilliard ~~Italia Ratliff Yulee~~
Italia
Ratliff
Yulee
Unincorporated - Nassau

OKALOOSA*
City of Fort Walton
City of Crestview
City of Mary Esther
City of Destin
Cinco Bayou
Laurel Hill
Niceville
Shalimar
Valparaiso
Unincorporated - Okaloosa

OKEECHOBEE
Cypress Quarters
Fort Drum
Okeechobee
Taylor Creek
Unincorporated - Okeechobee

ORANGE
Unincorporated - Orange

OSCEOLA
Unincorporated - Osceola

PALM BEACH
Aberdeen
Atlantis
Belle Glade
Belle Glade Camp
Boca Del Mar
Boca Pointe
Belle Glade
Camp Boca Del Mar
Boca Pointe
Boca Raton
Boca West
Boynton Beach
Briny Breezes
Canal Point
Century Village
Cloud Lake
Country Club Trail
Cypress Lakes
Delray Beach
Glen Ridge

(Continued on Sheet No. 7.030)

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FLORIDA POWER & LIGHT COMPANY

~~Ninth~~ Tenth Revised Sheet No. 7.030
Cancels ~~Eighth~~ Ninth Revised Sheet No. 7.030

COMMUNITIES SERVED

PALM BEACH (CONT'D)
Golden Lakes
Golf
Golfview
Greenacres
Gulf Stream
Hamptons at Boca Raton
Haverhill
High Point
Highland Beach
Hypoluxo
Juno Beach
Jupiter
Jupiter Inlet Colony
Kings Point
Lake Clarke Shores
Lake Park
Lakeside Green
Lantana
Loxahatchee Groves
Mangonia Park
Mission Bay
North Palm Beach
Ocean Ridge
Okeelanta
Pahokee
Palm Beach
Palm Beach Gardens
Palm Beach Shores
Palm Springs
Rainbow Lakes
Riviera Beach
Royal Palm Beach
Sandlefoot Cove
South Bay
South Palm Beach
Sun Valley
Tequesta
Villages of Oriole
Wellington
West Palm Beach
Whisper Walk
Unincorporated - Palm Beach

PUTNAM
Crescent City
East Palatka
Interlachen
Lundy Palatka
Pomona Park
Satsuma
Welaka
Unincorporated - Putnam

SANTA ROSA*
City of Milton
City of Gulf Breeze
Unincorporated - Santa Rosa

SARASOTA
Bee Ridge
Desoto Lakes
Englewood
Fruitville
Gulf Gate Estates
Kensington Park
Lake Sarasota
Laurel
Longboat Key - Sarasota
Nokomis
North Port
Osprey
Ridge Wood Heights
Sarasota
Sarasota Beach
Sarasota Springs
Siesta Key
South Gate Ridge
South Sarasota
South Venice
Southgate
The Meadows
Vamo
Venice
Venice Gardens
Warm Mineral Springs
Unincorporated - Sarasota

SEMINOLE
Chuluota
Geneva
Lake Mary
Lake Monroe
Sanford
Summer Haven
Unincorporated - Seminole

ST. JOHNS
Armstrong
Butler Beach
College Park
Crescent Beach
Durbin
Hastings
Hilden
St. Augustine
St. Augustine Beach
St. Augustine Shores
South Ponte
Vedra Beach
Vermont Heights
Villano Beach
Yelvington
Unincorporated - St. Johns

ST. LUCIE
Ankona
Indian River Estates
Lakewood Park
Port St. Lucie
River Park
Walton
White City
Unincorporated – St. Lucie

SUWANNEE
Houston
Live Oak
Wellborn
Unincorporated - Suwannee

UNION
Lake Butler
Raiford
Unincorporated - Union

VOLUSIA
Allandale
Ariel
Daytona Beach
Daytona Beach Shores
Edgewater
Holly Hill
Maytown
Oak Hill
Ormond Beach
Ormond-by-the-Sea
Osteen
Ponce Inlet
Port Orange
South Daytona
Unincorporated - Volusia

WALTON*
City of DeFuniak Springs
Paxton
Unincorporated - Walton

WASHINGTON*
Caryville
Chipley
Vernon
Unincorporated - Washington

Rates are subject to the limitations stated in the AVAILABILITY section of their corresponding tariff sheets. Rates are available to all communities served with the following exceptions:

*Transition Rider Credit (Sheet No. 8.030.2) ~~and Voluntary Solar Partnership Rider (Sheet No. 8.930) are~~ is not available/applicable to communities served in the following counties: Bay, Escambia, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington.

*Transition Rider Charge (Sheet No. 8.030.3) ~~and the Curtailable Load Limited Availability Experimental Rider (Sheet Nos. 8.686 – 8.688) are~~ is only available/applicable to communities served in the following counties: Bay, Escambia, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington.

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Effective: ~~January 1, 2024~~

~~Sixty-Sixth~~Sixty-Seventh Revised Sheet No. 8.010
FLORIDA POWER & LIGHT COMPANY
Cancels Sixty-Sixth ~~Sixty-Fifth~~ Revised Sheet No. 8.010

INDEX OF RATE SCHEDULES

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GST-1	General Service - Non Demand - Time of Use (0-24 kW)	8.103
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FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.011
Cancels Original Sheet No. 8.011

RATE SCHEDULE	DESCRIPTION	SHEET NO.
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FLORIDA POWER & LIGHT COMPANY

Sixty-Ninth Revised Sheet No.8.030
Cancels Sixty-Eight Revised Sheet No.8.030

BILLING ADJUSTMENTS

The following charges are applied to the Monthly Rate of each rate schedule as indicated and are calculated in accordance with the formula specified by the Florida Public Service Commission.

RATE	FUEL			CONSERVATION		CAPACITY		ENVIRON-MENTAL	STORM PROTECTION	
SCHEDULE	¢/kWh	¢/kWh	¢/kWh	¢/kW	$/kW	¢/kWh	$/kW	¢/kWh	¢/kWh	$/kW
	Levelized	On-Peak	Off-Peak							
RS-1, RS-1 w/ RTR-1 1st 1,000 kWh	2.408			0.138		0.103		0.361	0.810	
RS-1, RS-1 w/ RTR-1 all addn kWh	3.408			0.138		0.103		0.361	0.810	
RS-1 w/RTR-1 All kWh		0.356	(0.153)	0.138		0.103		0.361	0.810	
GS-1	2.718			0.127		0.092		0.324	0.730	
GST-1		3.074	2.565	0.127		0.092		0.324	0.730	
GSD-1, GSD-1EV, GSD-1 w/SDTR (Jan – May)(Oct – Dec)	2.718				0.45		0.32	0.295		1.42
GSD-1 w/SDTR (Jun-Sept)		3.101	2.669		0.45		0.32	0.295		1.42
GSDT-1, HLFT-1 GSDT-1w/SDTR (Jan – May)(Oct – Dec)		3.074	2.565		0.45		0.32	0.295		1.42
GSDT-1 w/SDTR (Jun-Sept)		3.101	2.669		0.45		0.32	0.295		1.42
GSLD-1, CS-1, GSLD-1EV, GSLD-1w/SDTR (Jan – May)(Oct – Dec)	2.715				0.51		0.35	0.269		1.44
GSLD-1 w/SDTR (Jun-Sept)		3.097	2.666		0.51		0.35	0.269		1.44
GSLDT-1, CST-1, HLFT-2, GSLDT-1 w/SDTR (Jan–May & Oct– Dec)		3.071	2.562		0.51		0.35	0.269		1.44
GSLDT-1 w/SDTR (Jun-Sept)		3.097	2.666		0.51		0.35	0.269		1.44
GSLD-2, CS-2, GSLD-2 w/SDTR (Jan – May)(Oct – Dec)	2.694				0.51		0.35	0.256		1.32
GSLD-2 w/SDTR (Jun-Sept)		3.074	2.646		0.51		0.35	0.256		1.32
GSLDT-2, CST-2, HLFT-3, GSLDT-2 w/SDTR (Jan – May)(Oct – Dec)		3.048	2.543		0.51		0.35	0.256		1.32
GSLDT-2 w/SDTR (Jun-Sept)		3.074	2.646		0.51		0.35	0.256		1.32
GSLD-3, CS-3	2.637				0.52		0.35	0.230		0.16
GSLDT-3, CST-3		2.983	2.489		0.52		0.35	0.230		0.16

(Continued on Sheet No. 8.030.1)

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FLORIDA POWER & LIGHT COMPANY

Forty-Fifth Revised Sheet No.8.030.1
Cancels Forty-Fourth Revised Sheet No.8.030.1

(Continued from Sheet No. 8.030)

BILLING ADJUSTMENTS(Continued)

RATE	FUEL			CONSERVATION			CAPACITY			ENVIRON-MENTAL	STORM PROTECTION		
SCHEDULE	¢/kWh	¢/kWh	¢/kWh	¢/kWh	$/kW	$/kW	¢/kWh	$/kW	$/kW	¢/kWh	¢/kWh	$/kW	$/kW
	Levelized	On-Peak	Off-Peak										
OS-2	2.694			0.074			0.041			0.194	2.199		
MET	2.694				0.44			0.30		0.275		1.60	
CILC-1(G)		3.074	2.565		0.54			0.36		0.245		1.34	
CILC-1(D)		3.049	2.544		0.54			0.36		0.245		1.34	
CILC-1(T)		2.983	2.489		0.54			0.36		0.228		0.17	
SL-1,OL-1, RL-1, PL-1/SL-1M, LT-1.OS I/II	2.647			0.039			0.007			0.049	0.558		
SL-2, GSCU-1/SL- 2M	2.718			0.099			0.065			0.233	0.683		
					RDC	DDC		RDC	DDC			RDC	DDC
SST-1(T)		2.983	2.489		0.06	0.03		0.04	0.02	0.237		0.02	0.01
SST-1(D1)		3.074	2.565		0.06	0.03		0.05	0.02	0.753		0.23	0.10
SST-1(D2)		3.071	2.562		0.06	0.03		0.05	0.02	0.753		0.23	0.10
SST-1(D3)		3.048	2.543		0.06	0.03		0.05	0.02	0.753		0.23	0.10
ISST-1(D)		3.049	2.544		0.06	0.03		0.05	0.02	0.753		0.23	0.10
ISST-1(T)		2.983	2.489		0.06	0.03		0.04	0.02	0.237		0.02	0.01

(Continued on Sheet No. 8.030.2)

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Effective: February 1, 2025

FLORIDA POWER & LIGHT COMPANY

Sixth Revised Sheet No. 8.030.2
Cancels Fifth Revised Sheet No. 8.030.2

(Continued from Sheet No. 8.030.1)

TRANSITION RIDER CREDIT

The following charges shall be applied to the Monthly Rate of each rate schedule as indicated and were calculated in accordance with the formula approved by the Florida Public Service Commission. The Transition Rider Credit is applicable to all accounts within the service area previously served by FPL prior to January 1, 2022. It shall be applied monthly beginning January 1 through and including December 31 for a period of five years as specified below:

Rate Schedule	2022		2023		2024		2025		2026	
	¢/kWh	$/kW	¢/kWh	$/kW	¢/kWh	$/kW	¢/kWh	$/kW	¢/kWh	$/kW
ALL KWH -- RS-1, RTR-1	(0.198)		(0.158)		(0.119)		(0.079)		(0.040)	
GS-1, GST-1	(0.157)		(0.126)		(0.094)		(0.063)		(0.031)	
GSD-1, GSD-1EV, GSDT-1, HLFT-1, SDTR-1		(0.61)		(0.49)		(0.37)		(0.24)		(0.12)
GSLD-1, GSLD-1EV GSLDT-1, CS-1, CST-1, HLFT-2, SDTR-2		(0.60)		(0.48)		(0.36)		(0.24)		(0.12)
GSLD-2, GSLDT-2, CS-2, CST-2, HLFT-3, SDTR-3		(0.57)		(0.46)		(0.34)		(0.23)		(0.11)
GSLD-3, GSLDT-3, CS-3, CST-3		(0.52)		(0.42)		(0.31)		(0.21)		(0.10)
OS-2	(0.273)		(0.218)		(0.164)		(0.109)		(0.055)	
MET		(0.58)		(0.46)		(0.35)		(0.23)		(0.12)
CILC-1(G)		(0.58)		(0.46)		(0.35)		(0.23)		(0.12)
CILC-1(D)		(0.58)		(0.46)		(0.35)		(0.23)		(0.12)
CILC-1(T)		(0.51)		(0.41)		(0.31)		(0.20)		(0.10)
SL-1, SL-1M, PL-1, LT-1	(0.518)		(0.414)		(0.311)		(0.207)		(0.104)	
OL-1, RL-1	(0.518)		(0.414)		(0.311)		(0.207)		(0.104)	
SL-2, SL-2M, GSCU-1	(0.161)		(0.129)		(0.097)		(0.064)		(0.032)	
	RDC	DDC	RDC	DDC	RDC	DDC	RDC	DDC	RDC	DDC
	$/kW	$/kW	$/kW	$/kW	$/kW	$/kW	$/kW	$/kW	$/kW	$/kW
SST-1(T), ISST-1(T)	(0.08)	(0.04)	(0.06)	(0.03)	(0.05)	(0.02)	(0.03)	(0.02)	(0.02)	(0.01)
SST-1(D1), SST-1(D2) SST-1(D3), ISST-1(D)	(0.08)	(0.04)	(0.06)	(0.03)	(0.05)	(0.02)	(0.03)	(0.02)	(0.02)	(0.01)

(Continued on Sheet No. 8.030.3)

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Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 8.030.3
Cancels Second Revised Sheet No. 8.030.3

(Continued from Sheet No. 8.030.2)

TRANSITION RIDER CHARGE

The following charges are applied to the Monthly Rate of each rate schedule as indicated and were calculated in accordance with the formula approved by the Florida Public Service Commission. The Transition Rider Charge is applicable to all accounts within the service area previously served by Gulf Power. It shall be applied monthly beginning January 1 through and including December 31 for a period of five years as specified below:

Rate Schedule	2022		2023		2024		2025		2026	
	¢/kWh	$/kW	¢/kWh	$/kW	¢/kWh	$/kW	¢/kWh	$/kW	¢/kWh	$/kW
ALL KWH -- RS-1, RTR-1	2.106		1.685		1.264		0.842		0.421	
GS-1, GST-1	2.425		1.940		1.455		0.970		0.485	
GSD-1, GSD-1EV, GSDT-1, HLFT-1, SDTR-1	1.616		1.293		0.970		0.647		0.323	
GSLD-1, GSLD-1EV, GSLDT-1, CS-1, CST-1, HLFT-2, SDTR-2		5.67		4.54		3.40		2.27		1.13
GSLD-2, GSLDT-2, CS-2, CST-2, HLFT-3, SDTR-3		6.60		5.28		3.96		2.64		1.32
GSLD-3, GSLDT-3, CS-3, CST-3		4.92		3.93		2.95		1.97		0.98
OS-2	1.636		1.309		0.982		0.655		0.327	
CILC-1(G)		5.59		4.47		3.36		2.24		1.12
CILC-1(D)		5.59		4.47		3.36		2.24		1.12
CILC-1(T)		4.92		3.93		2.95		1.97		0.98
SL-1, SL-1M, PL-1, LT-1	2.876		2.301		1.726		1.150		0.575	
OL-1, RL-1	2.876		2.301		1.726		1.150		0.575	
OS I/II	2.876		2.301		1.726		1.150		0.575	
SL-2, SL-2M, GSCU-1	2.876		2.301		1.726		1.150		0.575	
	RDC	DDC	RDC	DDC	RDC	DDC	RDC	DDC	RDC	DDC
	$/kW	$/kW	$/kW	$/kW	$/kW	$/kW	$/kW	$/kW	$/kW	$/kW
SST-1(T), ISST-1(T)	0.84	0.40	0.67	0.32	0.50	0.24	0.34	0.16	0.17	0.08
SST-1(D1), SST-1(D2) SST-1(D3), ISST-1(D)	0.84	0.40	0.67	0.32	0.50	0.24	0.34	0.16	0.17	0.08

(Continued on Sheet No. 8.030.7)

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Effective: January 1, 2025

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 8.030.7
Cancels Fourth Revised Sheet No. 8.030.7

(Continued from Sheet No. 8.030.3)

2025 INTERIM STORM RESTORATION RECOVERY

APPLICATION:

The Interim Storm Restoration Recovery Surcharge is designed to recover incremental storm-related costs incurred by the Company related to Hurricanes Debby, Helene, and Milton. The factor is applicable to the Energy Charge under FPL's various rate schedules.

Rate Schedule	¢/kWh
ALL KWH - RS-1, RTR-1	1.202
GS-1, GST-1	1.118
GSD-1, GSD-1EV, GSDT-1, HLFT-1, SDTR-1	0.545
GSLD-1, GSLD-1EV, GSLDT-1, CS-1, CST-1, HLFT-2, SDTR-2	0.522
GSLD-2, GSLDT-2, CS-2, CST-2, HLFT-3, SDTR-3	0.397
GSLD-3, GSLDT-3, CS-3, CST-3	0.024
OL-1	5.035
OS-2	1.436
SL-1, PL-1, LT-1, OS I/II	2.072
SL-1M	1.089
SL-2	0.598
SL-2M	2.800
SST-1(T), ISST-1(T)	0.021
SST-1(D1), SST-1(D2), SST-1(D3), ISST-1(D)	2.552
CILC-1(D)	0.394
CILC-1(G)	0.513
CILC-1(T)	0.024
MET	0.540
GSCU-1	2.509

(Continued on Sheet No. 8.031)

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FLORIDA POWER & LIGHT COMPANY

Eighth Revised Sheet No. 8.031
Cancels Seventh Revised Sheet No. 8.031

(Continued from Sheet No. 8.030.7)

FUEL COST AND PURCHASE POWER RECOVERY CLAUSE (FUEL):

The monthly charge of each rate schedule shall be rounded to the nearest 0.001¢ per kilowatt-hour of sales to reflect the recovery of costs of fossil and nuclear fuels and purchased power (excluding capacity payments) for each kilowatt-hour delivered, including other adjustments. Fuel Costs and Purchased Power Recovery Factors are normally calculated annually, for the billing period of January through December and are adjusted to incorporate changes in costs from one period to the next.

ENERGY CONSERVATION COST RECOVERY CLAUSE (CONSERVATION):

The monthly charge of each rate schedule shall be rounded to the nearest 0.001¢ per kilowatt-hour of sales to reflect the recovery of conservation related expenditures by the Company. The Company shall record both projected and actual expenses and revenues associated with the implementation of the Company's Energy Conservation Plan as authorized by the Commission. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in Commission Rule 25-17.015, F.A.C. Energy Conservation Cost Recovery Factors are normally developed annually, for the billing period of January through December and are adjusted to incorporate changes in costs from one period to the next.

For non-demand rate schedules, the Energy Conservation Cost Recovery Charge shall be applied to the customer's total kWh. For Demand rate schedules (other than those listed below), the Energy Conservation Cost Recovery Charge shall be applied consistent with the Base Demand Charge or On-Peak Demand Charge as specified by the rate schedule. For Rate Schedule CILC-1, the Energy Conservation Cost Recovery Charge shall be applied to the customer's On-Peak demand. For Rate Schedules SST-1 and ISST-1, the Conservation Reservation Demand Charge (RDC) and Daily Demand Charge (DDC) shall be applied to the On-Peak Standby Demand and the Contract Standby Demand as described in sections (2) and (3) of Demand Charge for each rate schedule.

CAPACITY PAYMENT RECOVERY CLAUSE (CAPACITY):

The monthly charge of each rate schedule shall be rounded to the nearest 0.001¢ per kilowatt-hour of sales or $0.01 per kilowatt of demand to reflect the recovery of capacity costs of purchased power, including other adjustments. Capacity Payment Recovery Factors are normally calculated annually, for the billing period of January through December and are adjusted to incorporate changes in costs from one period to the next.

For non-demand rate schedules, the Capacity Payment Charge shall be applied to the customer's total kWh. For Demand rate schedules (other than those listed below), the Capacity Payment Charge shall be applied consistent with the Base Demand Charge or On-Peak Demand Charge as specified by the rate schedule. For Rate Schedule CILC-1, the Capacity Payment Charge shall be applied to the customer's On-peak demand. For Rate Schedules SST-1 and ISST-1, the Capacity Reservation Demand Charge (RDC) and Daily Demand Charge (DDC) shall be applied to the On-Peak Standby Demand and the Contract Standby Demand as described in sections (2) and (3) of Demand Charge for each rate schedule.

ENVIRONMENTAL COST RECOVERY CLAUSE (ENVIRONMENTAL):

The monthly charge of each rate schedule shall be rounded to the nearest 0.001¢ per kilowatt-hour of sales to reflect the recovery of environmental compliance costs as approved by the Florida Public Service Commission. The Environmental Cost Recovery Factor is normally calculated annually, for the billing period of January through December and are adjusted to incorporate changes in costs from one period to the next.

STORM PROTECTION PLAN:

The monthly charge of each rate schedule shall be rounded to the nearest 0.001¢ per kilowatt-hour of sales or $0.01 per kilowatt of demand to reflect the recovery of Storm Protection costs. Storm Protection Plan Factors are normally calculated annually, for the billing period of January through December and are adjusted to incorporate changes in costs from one period to the next.

For non-demand rate schedules, the Storm Protection Plan Charge shall be applied to the customer's total kWh. For Demand rate schedules (other than those listed below), the Storm Protection Plan Charge shall be applied consistent with the Base Demand Charge or On-Peak Demand Charge as specified by the rate schedule. For Rate Schedule CILC-1, the Storm Protection Plan Charge shall be applied to the customer's On-Peak demand. For Rate Schedules SST-1 and ISST-1, the Storm Protection Plan Reservation Demand Charge (SPPRDC) and Storm Protection Plan Daily Demand Charge (SPPDDC) shall be applied to the On-Peak Standby Demand and the Contract Standby Demand as described in sections (2) and (3) of Demand Charge for each rate schedule.

(Continued on Sheet No. 8.032)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: January 1, 2025

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 8.032
Cancels Third Revised Sheet No. 8.032

(Continued from Sheet No. 8.031)

FRANCHISE FEE CLAUSE:

The Monthly Rate of each rate schedule is increased by the specified percentage factor for each franchise area as set forth in the Franchise Fee Factors which are incorporated by reference as part of this clause and as filed with the Florida Public Service Commission. This percentage factor shall be applied after other appropriate adjustments.

TAX ADJUSTMENTCLAUSE:

The Tax Adjustment Clause shall be applied to the Monthly Rate of each filed rate schedule as indicated with reference to adjustment.

Plus or minus the applicable proportionate part of any taxes and assessments imposed by any governmental authority below or in excess of those in effect on the effective date hereof, which are assessed on the basis of the number of meters; the number of customers; the price of electric energy or service sold; revenues from electric energy or service sold; or, the volume of energy generated or purchased for sale or sold.

Such taxes and assessments are to be reflected on the bills of only those customers within the jurisdiction of the governmental authority imposing the taxes and assessments.

POWER FACTOR CLAUSE:

The Power Factor Clause shall be applied to the Monthly Rate of each rate schedule containing a specified Demand charge. The Customer's utilization equipment shall not result in a power factor at the point of delivery of less than 85% lagging at the time of maximum demand. Should this power factor be less than 85% lagging during any month, the Company may adjust the readings taken to determine the Demand by multiplying the kW obtained through such readings by 85% and by dividing the result by the power factor actually established at the time of maximum demand during the current month. Such adjusted readings shall be used in determining theDemand.

TRANSITION RIDER:

The applicable monthly credit or charge of each rate schedule shall be rounded to the nearest 0.001¢ per kilowatt-hour of sales or $0.01 per kilowatt of demand to account for Florida Power & Light Company's and Gulf Power Company's system cost differential prior to January 1, 2022. The Transition Rider rates are set to be effective for the billing period of January through December and ratably adjusted on an annual basis for a 5-year term.

For non-demand rate schedules, the applicable monthly credit or charge rates shall be applied to the customer's total kWh. For Demand rate schedules (unless otherwise specified), the Transition Rider credit or charge shall be applied consistent with the Base Demand Charge or On-Peak Demand Charge as specified by the rate schedule. For Rate Schedule CILC-1, the Transition Rider credit or charge shall be applied to the customer's On-Peak demand. For Rate Schedules SST-1 and ISST-1, the Transition Rider Reservation Demand credit or charge (RDC) and Daily Demand credit or charge (DDC) shall be applied to the On-Peak Standby Demand and the Contract Standby Demand as described in sections (2) and (3) of Demand Charge for each rate schedule.

Issued by: Tiffany Cohen, Executive Director, Rate Development & Strategy
Effective: July 1, 2023

FLORIDA POWER & LIGHT COMPANY

~~Fifty-Ninth~~ Sixtieth Revised Sheet No. 8.101
Cancels ~~Fifty-Eighth~~ Fifty-Ninth Revised Sheet No.8.101

GENERAL SERVICE - NON DEMAND

RATE SCHEDULE: GS-1

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose with a demand of less than 25 kW.

SERVICE:

Single phase, 60 hertz and at any available standard distribution voltage. Three phase service will be provided without additional charge unless the Company's line extension policy is applicable thereto. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge: $~~12.87~~14.20

Non-Fuel Energy Charges:
Base Energy Charge ~~7.282~~8.039¢ per kWh

Additional Charges:
General Service Load Management Program (if applicable), See Sheet No. 8.109
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: $~~25.00~~30.00

Non-Metered Accounts: A Base Charge of $~~6.45~~7.12 will apply to those accounts which are billed on an estimated basis and, at the Company's option, do not have an installed meter for measuring electric service. The minimum charge shall be $~~6.45~~7.12.

SPECIAL PROVISIONS:
Energy used by commonly owned facilities of condominium, cooperative and homeowners' associations may qualify for the residential rate schedule as set forth on Sheet No. 8.211, Rider CU.

TERM OF SERVICE:

Not less than one (1) billing period.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Forty-Seventh~~Forty-Eighth Revised Sheet No. 8.103
Cancels ~~Forty-Sixth~~ Forty-Seventh Revised Sheet No. 8.103

GENERAL SERVICE - NON DEMAND - TIME OF USE
(OPTIONAL)

RATE SCHEDULE: GST-1

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose with a demand of less than 25 kW. This is an optional rate available to General Service - Non Demand customers upon request subject to availability of meters.

SERVICE:

Single phase, 60 hertz and at any available standard distribution voltage. Three phase service will be provided without additional charge unless the Company's line extension policy is applicable thereto. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge: $~~12.87~~14.20

Non-Fuel Energy Charges:	On-Peak Period	Off-Peak Period
Base Energy Charge	~~13.479~~14.906¢ per kWh	~~4.607~~5.086¢ per kWh

Additional Charges:
General Service Load Management Program (if applicable), See Sheet No. 8.109
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: $~~25.00~~30.00

Initial service under this rate schedule shall begin on the first scheduled meter reading date following the installation of the time of use meter.

RATING PERIODS:

On-Peak:
November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ~~EST~~ ET to 10 a.m. ~~EST~~ ET and 6 p.m. ~~EST~~ ET to 10 p.m. ~~EST~~ ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ~~EST~~ ET to 9 p.m. ~~EST~~ ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:
All other hours.

(Continued on Sheet No. 8.104)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Fifth~~ Sixth Revised Sheet No. 8.104
Cancels ~~Fourth~~Fifth Revised Sheet No. 8.104

(Continued from Sheet No. 8.103)

TERM OF SERVICE:

Not less than one year.

~~Initial service under this rate schedule shall be not less than one (1) billing period. Customer has the option to return to billing under Rate GS-1 upon request. However, a contract for not less than one year shall be required to renew GST-1 billing if this option is exercised. Customer may fulfill this contract by paying to the Company the remaining differential in the Base Charge for the balance of the 12-month contract period. This payment may either be in a lump sum or spread over the remaining months in the contract period.~~

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: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

~~Fifty-Third~~ Fifty-Fourth Revised Sheet No. 8.105
Cancels ~~Fifty-Second~~ Fifty-Third Revised Sheet No. 8.105

GENERAL SERVICE DEMAND

RATE SCHEDULE: GSD-1

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose with a measured Demand of at least 25 kW and less than 500 kW. Customers with a Demand of less than 25 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 25kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge:	~~$30.41~~33.71
Demand Charges:	
Base Demand Charge	~~$11.46~~12.70 per kW
Non-Fuel Energy Charges:	
Base Energy Charge	~~2.549~~2.825¢ per kWh

Additional Charges:
General Service Load Management Program (if applicable), See Sheet No. 8.109
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand less than 25 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 25 kW times the Base Demand Charge; therefore the minimum charge is ~~$316.91~~351.21.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

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.

FLORIDA POWER &LIGHT COMPANY

~~First~~ Second Revised Sheet No. 8.106
Cancels ~~Original~~ First Revised Sheet No. 8.106

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE RIDER TO GENERAL SERVICE DEMAND
(OPTIONAL ~~PILOT PROGRAM~~)

RATE SCHEDULE: GSD-1EV

AVAILABLE:

In all areas served. ~~Service under this rider shall terminate five years from January 1, 2021, unless extended by order of the Florida Public Service Commission ("FPSC"), or terminated earlier by the Company upon notice to the FPSC.~~

APPLICATION:

For electric service required for the purpose of general service or industrial public electric vehicle charging with a measured Demand greater than or equal to 25 kW and less than 500 kW. Eligible charging installations must be accessible to the public for general service or general use.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises for electric vehicle charging will be furnished through a dedicated meter.

MONTHLY RATE:

All rates and charges under Rate Schedule GSD-1 shall apply.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor. In no month shall the billed demand be greater than the value in kW determined by dividing the kWh sales for the billing month by 75 hours per month.

TERM OF SERVICE:

Not less than one year.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~
Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

~~Forty-Eighth~~ Forty-Ninth Revised Sheet No.8.107
Cancels ~~Forty-Seventh~~ Forty-Eighth Revised SheetNo.8.107

GENERAL SERVICE DEMAND - TIME OF USE

(OPTIONAL)

RATE SCHEDULE: GSDT-1

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose with a measured Demand of at least 25 kW and less than 500 kW. Customers with Demands of less than 25 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 25 kW. This is an optional rate available to General Service Demand ~~and~~ customers upon request subject to availability of meters.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge: ~~$30.41~~33.71

Demand Charges:
Base Demand Charge ~~$10.74~~11.90 per kW of Demand occurring during the On-Peak period.
Maximum Demand Charge ~~$0.71~~0.79 per kW of Maximum Demand.

Non-Fuel Energy Charges:	On-Peak Period	Off-Peak Period
Base Energy Charge	~~5.457~~6.019¢ per kWh	~~1.375~~1.524¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 25 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 25 kW times the Base Demand Charge, therefore the minimum charge is ~~$298.91~~331.21.

RATING PERIODS:
On-Peak:
November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ~~EST~~ ET to 10 a.m. ~~EST~~ ET and 6 p.m. ~~EST~~ ET to 10 p.m. ~~EST~~ ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ~~EST~~ ET to 9 p.m. ~~EST~~ ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:
All other hours.

(Continued on Sheet No. 8.108)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 8.108
Cancels Fourth Revised Sheet No. 8.108

(Continued from Sheet No. 8.107)

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

MAXIMUM DEMAND:

Maximum Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

~~Fifth~~ Sixth Revised Sheet No. 8.109
Cancels ~~Fourth~~Fifth Revised Sheet No. 8.109

GENERAL SERVICE LOAD MANAGEMENT PROGRAM
(BUSINESS ON CALL® PROGRAM)

RATE SCHEDULE: BOC

AVAILABLE:

Available only within the geographic areas served by the Company's Load Management system.

APPLICATION:

To customers receiving service under Rate Schedules GS-1 and GSD-1 who elect to participate in this program, who utilize direct expansion central electric air conditioning and have operating hours that include 3 p.m. ~~EST~~ ET to 6 p.m. ~~EST~~ ET a minimum of four weekdays per week.

SERVICE:

The same as specified in Rate Schedules GS-1 and GSD-1.

LIMITATION OF SERVICE:

The same as specified in Rate Schedules GS-1 and GSD-1. Central electric air conditioning equipment shall be interrupted at the option of the Company by means of load management equipment installed at the participant's premises.

MONTHLY BILL CREDIT:

Participants receiving service under this schedule will receive a Monthly Bill Credit of $2.00 per ton of air conditioning for the months of April – October. The air conditioning tonnage will be calculated by dividing the nameplate BTU rating by 12,000 BTUs per ton. The tonnage will then be rounded to the nearest half-ton to calculate the monthly credit amount.

The total Monthly Bill Credit shall not exceed 40 percent of the applicable Rate Schedules GS-1 or GSD-1 non-fuel energy and (where applicable) Base Demand Charges actually incurred for the month and no credit will be applied to reduce the minimum bill specified on Rate Schedules GS-1 or GSD-1.

INTERRUPTION SCHEDULE:

The participant's central electric air conditioning equipment may be interrupted for 15 minutes during any 30-minute period with a cumulative interruption time of up to 180 minutes per day. If this is unable to provide sufficient demand reduction to avert an emergency situation, the equipment interruption may be interrupted for 17.5 minutes during any 30-minute period with a cumulative interruption time of up to 210 minutes per day.

The limitations on interruptions shall not apply during emergencies on the Company's system or to interruptions that occur as a result of: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; or (e) any other act or omission or related injury that is directly or indirectly related to events of ~~caused by f~~Force ~~m~~Majeure ~~or other causes beyond the control of the Company~~. The Company at its discretion may also perform interruptions for readiness testing purposes.

(Continued on Sheet No. 8.110)

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 8.110
Cancels First Revised Sheet No. 8.110

(Continued from Sheet No. 8.109)

TERM OF SERVICE:

A participant may discontinue service under this Rate Schedule by giving the Company seven (7) days advance notice. If the participant requests to be removed from the program, then the participant will be ineligible to re-participate again in the program for one year (12 months) from the time participation ended.

SPECIAL PROVISIONS:

1. The Company shall not install load management equipment if the installation cannot be economically justified for reasons such as: excessive installation costs, oversized/undersized cooling equipment, abnormal utilization of equipment (including limited occupancy locations), or poorly maintained equipment.

2. Billing under this schedule will commence upon the installation and completion of the required inspections of the load management equipment.

3. If a participant has multiple units of central air conditioning equipment, then all must be connected with load management equipment to qualify for the Monthly Bill Credit. In such circumstances, total tons of cooling equipment will be used to determine the total Monthly Bill Credit.

4. Installation of the Company's load management equipment in the participant's facility is the sole responsibility of a licensed, independent contractor or Company representative. The participant agrees that the Company will not be liable for any damages or injuries that may occur as a result of the interruption or restoration of electric service pursuant to the terms of this Rate Schedule.

5. If the Company determines that the participant no longer uses the equipment signed up for the Program, or the equipment is disconnected or not communicating, then the Company shall discontinue service under this schedule and has the right, at the Company's sole discretion, to remove the associated load management equipment.

6. The participant is required to give the Company and the licensed, independent contractor reasonable access for installing, maintaining, testing and removing the Company's load management equipment, and for verifying that the equipment effectively controls the participant's equipment as intended by this Rate Schedule. Failure to provide access will result in the termination of participation until such access is granted.

7. If the Company determines that the effect of equipment interruptions has been offset by the participant's use of supplementary or alternative electrical equipment, then service under this schedule may be discontinued and the participant may be billed for all prior Monthly Bill Credits received by the participant from an established date upon which supplementary or alternative electrical equipment was used. If such a date cannot be established, then rebilling shall be for the Monthly Bill Credits received by the participant for the lesser of the number of months receiving service under this Rate Schedule or the previous twelve (12) months. The participant will be ineligible to participant in the program for twelve (12) months from the time their participation was terminated.

8. If the Company determines that its load management equipment on the participant's premises has been rendered ineffective by the use of mechanical, electrical or other devices, disconnection or other intentional actions ("tampering") by the participant, then the Company may discontinue their participation in the program and bill for all expenses involved in removal of the load management equipment, plus applicable investigative charges. The Company may rebill all prior Monthly Bill Credits received by the participant from an established tampering date. If such a date cannot be established, then rebilling shall be for the Monthly Bill Credits received by the participant for the lesser of the number of months receiving service under this Rate Schedule or the previous twelve (12) months. If the Company terminates the participant, then they will be ineligible to participate in the program for twelve (12) months from the time their participation was terminated.

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: July 7, 2020

FLORIDA POWER & LIGHT COMPANY

Thirteenth Revised Sheet No. 8.120
Cancels Twelfth Revised Sheet No. 8.120

NON-STANDARD METER RIDER – NSMR
(OPTIONAL)

RIDER: NSMR

AVAILABLE:
In all areas served.

APPLICATION:
This Rider is available to customers who elect non-standard non-communicating meter service in lieu of the standard communicating smart meter service ("Opt-Out Customer"). This is an optional Rider available to customers served under a standard or optional rate schedule for which a communicating smart meter is the standard meter service. Customers who fail to provide reasonable access to premises, to permit replacement of the non-standard non-communicating meter with a standard communicating smart meter, or otherwise prevent replacement of the non-standard non-communicating meter with a standard communicating smart meter shall be deemed to have elected to take service under Rider NSMR, provided they are not prohibited from doing so pursuant to the "Limitation of Service" provision of this NSMR. Service under this schedule shall be provided with a non-communicating meter of the Company's choice.

SERVICE:
The same as that specified in the Opt-Out Customer's otherwise applicable rate schedule.

LIMITATION OF SERVICE:
This Rider is available to customers who have not tampered with the electric meter service or used service in a fraudulent or unauthorized manner. Additionally, any Customer who has refused or currently refuses to provide safe and reasonable access to their premises to FPL, its employee, or its authorized agents, or has committed an act of violence or threatened an act of violence against FPL, its employee, or its authorized agents, will be barred from initially electing to take service pursuant to this Rider. Any Customer currently taking service pursuant to this Rider who tampers with the electric meter or uses service in a fraudulent or unauthorized manner, refuses to provide safe and reasonable access to their premises to FPL, its employee, or its authorized agents, commits an act of violence or threatens an act of violence against FPL, its employee, or its authorized agents, will no longer be eligible to take service pursuant to this Rider.

CHARGES:
All charges and provisions of the Opt-Out Customer's otherwise applicable rate schedule shall apply. In addition, customers who elect service under this Rider will be charged an Enrollment Fee and a recurring Monthly Surcharge. The Enrollment Fee consists of an initial lump sum payment.

Enrollment Fee: $89.00
Monthly Surcharge: $13.00

TERM OF SERVICE:
Not less than one (1) billing period.

SPECIAL PROVISIONS:
Customers otherwise eligible at premises where FPL has intended to deploy smart meters who have not received a smart meter and have (a) actively enrolled in the NSMR program during the enrollment period or (b) not actively enrolled in the NSMR program during the enrollment period and have been deemed to have elected to take the non-standard service under the optional rate, will have a grace period of 45 days following the initial billing of NSMR charges to contact FPL requesting cancellation of service under NSMR and accept installation of a standard communicating meter. NSMR charges that have been billed (Enrollment Fee and Monthly Surcharge) will be waived after installation of the standard communicating meter.

A replacement for a non-standard meter may not be readily available should one require maintenance. Service under this Rider may require the temporary installation of a standard communicating meter in order to maintain electric service to the premise. Under normal operating conditions the use of a temporary standard meter should not exceed one full billing period. If the customer who is taking service pursuant to the NSMR tariff is required to have the standard meter for more than one full billing cycle, FPL will suspend the Monthly Surcharge until a non–standard meter is installed.

Customers taking service under this Rider relocating to a new premise who wish to continue service under NSMR are required to request new service under the Rider including payment of the Enrollment Fee at the new premise. Customers who cancel service under this Rider and then later re-enroll for this service at any location would also be required to submit another Enrollment Fee.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.120.1**

(Continued from Sheet No. 8.120)

RULES AND REGULATIONS:
Service under this Rider 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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

~~Twenty-Sixty~~ Twenty-Seventh Revised Sheet No. 8.122
Cancels ~~Twenty-Fifth~~ Twenty-Sixth Revised Sheet No. 8.122

GENERAL SERVICE CONSTANT USAGE

RATE SCHEDULE: GSCU-1

AVAILABLE:

In all areas served.

APPLICATION:

Available to General Service-Non Demand customers that maintain a relatively constant kWh usage, and a demand of less than 25 kW. Eligibility is restricted to General Service customers whose Maximum kWh Per Service Day, over the current and prior 23 months, is within 5% of their average monthly kWh per service days calculated over the same 24-month period, excluding months where a Customer's usage was estimated due to storms. This is an optional Rate Schedule available to General -Service customers upon request.

SERVICE:

Single phase, 60 hertz and at any available standard distribution voltage. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge:	$~~17.39~~19.25
Non-Fuel Energy Charges:	
Base Energy Charge	~~4.364~~4.829¢ per Constant Usage kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

TERM OFSERVICE:

Not less than one (1) billing period.

DEFINITIONS:

kWh Per Service Day – the total kWh in billing month divided by the number of days in the billing month Maximum kWh Per Service Day - the highest kWh Per Service Day experienced over the current and prior 23 month billing periods excluding months where a Customer's usage was estimated due to storms.
Constant Usage kWh – the Maximum kWh Per Service Day multiplied by the number of service days in the current billing period.

(Continued on Sheet 8.123)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

First Revised Sheet No. 8.123
FLORIDA POWER & LIGHT COMPANY
Cancels Original Sheet No. 8.123

(Continued from Sheet 8.122)

SPECIAL PROVISIONS:

Should the customer's Maximum kWh Per Service Day exceed 105% of the average of the monthly kWh per service days calculated over the same 24-month period excluding months where a Customer's usage was estimated due to storms, the account will be transferred and billed under the GS-1 Rate Schedule.

RULES AND REGULATIONS:

Service under this Rate 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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

FLORIDA POWER & LIGHT COMPANY

~~Sixty-Second~~ Sixty-Third Revised Sheet No. 8.201
Cancels ~~Sixty-First~~ Sixty-Second Revised Sheet No. 8.201

RESIDENTIAL SERVICE

RATE SCHEDULE: RS-1

AVAILABLE:

In all areas served.

APPLICATION:

For service for all domestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately-metered non-commercial facilities of a residential Customer (i.e., garages, water pumps, etc.). Also for service to commonly-owned facilities of condominium, cooperative and homeowners' associations as set forth on Sheet No. 8.211, Rider CU.

SERVICE:

Single phase, 60 hertz at available standard distribution voltage. Three phase service may be furnished but only under special arrangements. All residential service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge:	$~~9.61~~10.52
Non-Fuel Charges:	
Base Energy Charge:	
First 1,000 kWh	~~7.164~~7.865¢ per kWh
All additional kWh	~~8.170~~8.865¢ per kWh

Additional Charges:
Residential Load Management Program (if applicable), See Sheet No. 8.217
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: $~~25.00~~30.00

TERM OF SERVICE:

Not less than one (1) billing period.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Second~~ Third Revised Sheet No. 8.202
Cancels ~~First~~Second Revised Sheet No. 8.202

RESIDENTIAL/COMMERCIAL FIXED RATE

RATE SCHEDULE: FLAT-1

AVAILABLE:

In all areas served.

APPLICATION:

Available ~~T~~to customers in good credit standing, who have valid billing information for service pursuant to either Rate Schedule RS-1 or Rate Schedule GS-1 at their current premise for the previous twelve-months, have a load profile that can be modeled with reasonable predictability, and are current on their electric service bill. ~~, period immediately preceding the offer,~~ This schedule is not available to customers ~~excluding~~ on a temporary service~~, are eligible to request the FLAT-1 rate.~~

SERVICE:

Single phase, 60 hertz at available standard distribution voltage. Three phase service may be furnished but only under special arrangements. All service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted hereunder. Customers with multiple meters on one account or who subscribe to ~~the Non-Standard Meter Rider~~ other optional rates and riders, or who are net metering customers are not eligible. Customers may not participate in both Fixed Rate and Budget Billing.

BILL FORMULA:

Annual Bill = Estimated Annual Base Charge + {[Estimated Annual kWh X (Estimated Energy cents/kWh + Estimated Billing Adjustments cents/kWh] X (1 + Risk Adder)}

Each Customer's annual bill is specific, or unique, to that customer.

Monthly Bill = Annual Bill / 12

The Company periodically reviews the routes by which customers' meters are read to ensure they are in line with traffic patterns and efficiency goals. If a customer's neighborhood is reviewed, the date on which the customer's meter is read may change. Should this happen, the customer may see an adjustment in the Fixed Rate amount for the next billing period. This adjustment only reflects a change in the number of days in this billing period and the customer will continue to receive the customer's regular Fixed Rate amount after this adjusted billing.

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges that would be applicable for service taken under Rate Schedule RS-1 or Rate Schedule GS-1.

DEFINITIONS:

Estimated Annual Base Charge – The estimated monthly base charge for Rate Schedule RS-1 or Rate Schedule GS-1, as applicable, multiplied by 12.

Estimated Annual kWh – Customer's expected annual energy consumption is calculated based on the customer's historical metered usage adjusted for normal weather and consumption changes in customer behavior.

Estimated Energy cents/kWh – The estimated base rate energy charges for Rate Schedule RS-1 or Rate Schedule GS-1, as applicable.

Estimated Billing Adjustments cents/kWh – Estimated Billing Adjustment Clause and Storm charges for Rate Schedule RS-1 or Rate Schedule GS-1, as applicable.

(Continued on Sheet No. 8.202.1)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~October 1, 2023~~

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.202.1
Cancels Original Sheet No. 8.202.1

(Continued from Sheet No.8.202)

DEFINITIONS (Continued):

Risk Adder – The adder is used to compensate the Company for the risk associated with weather-related consumption as well as the risk associated with the non-weather impacts. This adder will not exceed 5%.

Normal Weather – Based on seasonal heating degree-days and cooling degree-days.

Applicable Removal Charges - Any difference between actual usage billed on Rate Schedule RS-1 or Rate Schedule GS-1, as applicable, and the amount collected under Fixed Rate

TERM OF CONTRACT:

Service under this schedule shall be for a period of not less than one year.

All eligible Fixed Rate offers will be updated with their previous year consumption, and contracts will automatically renew for the following year, unless the customer notifies the company otherwise.

A customer who withdraws from the program prior to the end of the 12-month contract period, Applicable Removal Charges will apply.

If a participating customer moves from their current residence before the 12 month Service Agreement period expires, Applicable Removal Charges will apply.

If a customer becomes delinquent in a Fixed Rate payment, the Company will follow standard procedures for Standard Residential Tariff customers. If the customer is disconnected for nonpayment, the customer will be removed from the Fixed Rate program and Applicable Removal Charges will apply.

The Company reserves the right to terminate the customer's Fixed Rate program Service Agreement if the customer's ~~total~~ monthly Actual Energy kWh Usage exceeds their ~~Total~~ Estimated monthly Fixed Rate kWh Usage by at least 30% for at least three consecutive months. If the customer is removed from the Fixed Rate program due to excessive usage, Applicable Removal Charges will apply. The Company will notify the customer in advance if they are at risk of being removed from the program due to excessive usage.

Once a customer's participation in the Fixed Rate program has been terminated, Customer will not be eligible for a new Fixed Rate offer for twelve (12) months following the date of termination.

The Company shall have the discretion to waive any of the foregoing charges that would otherwise apply as a consequence of significant damage to a Fixed Rate customer's premise caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

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 scheduleshall apply.

FLORIDA POWER & LIGHT COMPANY

~~Seventeenth~~ Eighteenth Revised Sheet No. 8.203
Cancels ~~Sixteenth~~Seventeenth Revised Sheet No. 8.203

RESIDENTIAL TIME OF USE RIDER– RTR-1
(OPTIONAL)

RATE SCHEDULE~~RIDER~~: RTR-1

AVAILABLE:

In all area s served.

APPLICATION:

For service for all domestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately- metered non-commercial facilities of a residential Customer (i.e., garages, water pumps, etc.). Also for service to commonly-owned facilities of condominium, cooperative and homeowners' associations as set forth on Sheet No. 8.211, Rider CU. ~~This is an optional rider available to residential customers served under the RS-1 Rate Schedule subject to availability of meters.~~ Customers taking service under RTR-1 are not eligible for service under Rate Schedule ROC.

SERVICE:

Single phase, 60 hertz at available standard distribution voltage. Three phase may be supplied but only under special arrangements. All residential service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted hereunder.

~~Initial service under this rate schedule shall begin on the first scheduled meter reading date following the installation of the time of use meter. The Customer's first bill will reflect the lesser of the charges under Rate Schedule RS-1 or RTR-1.~~

MONTHLY RATE:

All rates and charges under Rate Schedule RS-1 shall apply. In addition, the RTR-1 Base Energy and Fuel Charges and Credits Billing Adjustments applicable to on and off peak usage shall apply.

Base Charge:	$~~9.61~~10.52	
RTR Base Energy: Charges/Credits:	On-Peak Period	Off-Peak Period
Base Energy Charge	~~12.878~~14.410¢ per kWh	(~~5.631~~6.157)¢ per kWh

Additional Charges/Credits:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: $~~25.00~~30.00

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ~~EST~~ ET to 10 a .m. ~~EST~~ ET and 6 p.m. ~~EST~~ ET to 10 p.m. ~~EST~~ ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ~~EST~~ ET to 9 p.m. ~~EST~~ ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:
All other hours.

(Continued on Sheet No. 8.204)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~First~~ Second Revised Sheet No. 8.204
Cancels ~~Original~~First Revised Sheet No.8.204

(Continued from Sheet No. 8.203)

TERM OF SERVICE:

Not less than one year.

~~Initial service under this rate schedule shall be not less than one (1) billing period. Customer has the option to return to billing under Rate RS-1 upon request. However, a contract for not less than one year shall be required to renew RTR-1 billing if this option is exercised. Customer may fulfill this contract by paying to the Company the remaining differential in the Base Charge on Rate Schedules RS-1 and RTR-1 for the balance of the 12-month contract period. This payment may either be in a lump sum or spread over the remaining months in the contract period.~~

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: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~ VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 8.211
Cancels Second Revised Sheet No. 8.211

COMMON USE FACILITIES - RIDER CU

AVAILABILITY:

In all areas served.

APPLICATION:

To provide for the application of residential rates for energy used in the common elements of residential condominiums, residential cooperatives, as well as the common areas of residential homeowners' associations.

LIMITATION OF SERVICE:

The Customer must demonstrate to the Company compliance with the following criteria:

Condominium and Cooperatives:

100% of the energy is used exclusively for the co-owners' benefit.

None of the energy is used in any endeavor which sells or rents a commodity or provides a service for a fee.

Each point of service is separately metered and billed.

A responsible legal entity is established as the customer to whom the Company can render its bills, and receive payment for said service.

Homeowners' Associations:

100% of the energy is used exclusively for the member homeowners' benefit.

None of the energy is used in any endeavor which sells or rents a commodity or provides a service for a fee.

Each point of service is separately metered and billed.

A responsible legal entity is established as the customer to whom the Company can render its bills, and receive payment for said service.

Membership in the homeowners' association which controls and operates the common facilities is required as a condition of property ownership in the subdivision; and such requirement arises from restrictions of record which are set out or incorporated by reference on each member homeowner's deed.

Such restrictions require each member homeowner to pay his/her proportionate share of the costs of operating and maintaining the common facilities. This obligation to pay must be enforceable by placement of a lien on the member homeowner's property and by foreclosure for non-payment of such liens.

The homeowners associations are comprised of persons owning contiguous lots in a planned development, and the commonly owned facilities are located within the development.

RULES AND REGULATIONS:

Service under this rider 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 rider and said "General Rules and Regulations for Electric Service", the provision of this rider shall apply.

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

~~First~~ Second Revised Sheet No. 8.213
Cancels ~~Original~~First Revised Sheet No. 8.213

RESIDENTIAL ELECTRIC VEHICLE CHARGING SERVICES
~~RIDER PILOT~~ (OPTIONAL)
(CLOSED SCHEDULE)

RATE SCHEDULE: RS-1EV

AVAILABLE:

In all areas served. This optional ~~rider ("Rider")~~ rate is available on a voluntary basis to residential Customers who desire an in-home electric vehicle charging service ("Service") through the installation of Company owned, operated, and maintained electric vehicle charging equipment, including a Level 2 charger ("Equipment"). This ~~Rider~~ rate shall expire four years from the effective date of this program, unless extended by approval of the FPSC. Service under this ~~Rider~~ rate shall continue to be provided under the terms specified in the Optional Residential Electric Vehicle Charging Agreement (RS-1EV) ("Agreement") that is in effect at such time as the ~~Rider~~ rate expires. No new Agreements may be executed following the expiration of this ~~Rider~~rate.

APPLICATION:

Service is provided through the installation of Equipment by the Company at the Customer's premise in accordance with Scope of Services set forth in the Agreement. The Customer will have the option to select a Full Installation or Equipment Only Installation Service offering.

LIMITATION OF SERVICE:

Installation of Equipment shall be made only when, in the judgment of the Company, the location and the type of the Equipment are, and will continue to be, accessible and viable. Service shall be limited to Customers with no delinquent balances with the Company that own and reside in a single-family home or townhome with an attached garage that is a premise already being served at the RS-1 rate schedule. The Company will own, operate and maintain the Equipment for the term of the Agreement. The Company reserves the right to remotely control charging session schedules and/or curtail the energy delivered by the Equipment.

MONTHLY SERVICE PAYMENT:

The Company will design, procure, install, own, operate, and provide maintenance to the Equipment included in the Monthly Service Payment. The Monthly Service Payment under this rate ~~Rider~~ is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges. The Customer will have the option to select a Full Installation or Equipment Only Installation Service offering where the corresponding installation costs are included as part of the Monthly Program Charge. The total Monthly Service Payment is equal to the sum of the fixed Monthly Program Charge + Monthly Off-Peak Energy Charge as follows:

	~~Full Installation~~	~~Equipment Only Installation~~
~~Monthly Program Charge Monthly Off-Peak Energy Charge~~	~~$25.57~~ ~~$12.81~~	~~$18.41~~ ~~$12.81~~
~~Total Monthly Service Payment~~	~~$38.38~~	~~$31.22~~

Full Installation	2026	2027	2028	2029
Monthly Program Charge	$25.57	$25.57	$25.57	$25.57
Monthly Off-Peak Energy Charge	$19.81	$24.81	$29.81	$34.81
Total Monthly Service Payment	**$45.38**	**$50.38**	**$55.38**	**$60.38**
Equipment Only Installation				
Monthly Program Charge	$18.41	$18.41	$18.41	$18.41
Monthly Off-Peak Energy Charge	$19.81	$24.81	$29.81	$34.81
Total Monthly Service Payment	**$38.22**	**$43.22**	**$48.22**	**$53.22**

For energy used exclusively for electric vehicle charging, the following charges and rates shall apply:

EV Energy Charges/Credits:	On-Peak Period	Off-Peak Period
Energy Charge	~~23.71~~27.067¢ per	N/A

(Continue on Sheet No. 8.214)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy~~Executive Director, Rate Development & Strategy~~
Effective: ~~January 1, 2023~~

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.214
Cancels Original Sheet No. 8.214

(Continued from Sheet No. 8.213)

RATING PERIOD:

On-Peak:
November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ~~EST~~ ET to 10 a.m. ~~EST~~ ET and 6 p.m. ~~EST~~ ET to 10 p.m. ~~EST~~ ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ~~EST~~ ET to 9 p.m. ~~EST~~ ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:
All other hours.

METERING:

Sub-metering at the Level 2 charger shall be performed thereby allowing the Company to perform the electric vehicle charging and all other usage billing calculations in accordance with the applicable monthly rates.

TERM OF SERVICE:

The term of Service will be set forth in the Agreement. At the end of the term of Service, the ownership of the Equipment shall transfer to the Customer.

PROVISIONS FOR EARLY TERMINATION:

Customer has the right to terminate the Agreement for its convenience upon written notice to Company on at least thirty (30) days prior notice. Termination fees will be assessed in accordance with the Agreement.

RULES AND REGULATIONS:

Service under this schedule ~~Rider~~ 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 ~~Rider~~ and said "General Rules and Regulations for Electric Service" the provision of this schedule ~~Rider~~ shall apply.

RESIDENTIAL ELECTRIC VEHICLE CHARGING SERVICES

(OPTIONAL)

RATE SCHEDULE: RS-2EV

AVAILABLE:

In all areas served. This optional rate is available on a voluntary basis to residential Customers who desire an in-home electric vehicle charging service ("Service") through the installation of Company owned, operated, and maintained electric vehicle charging equipment, including a Level 2 charger ("Equipment"). Service under this rate shall continue to be provided under the terms specified in the Optional Residential Electric Vehicle Charging Agreement (RS-2EV) ("Agreement") that is in effect at such time as the rate expires.

APPLICATION:

Service is provided through the installation of Equipment by the Company at the Customer's premise in accordance with Scope of Services set forth in the Agreement. The Customer will have the option to select a Full Installation or Equipment Only Installation Service offering.

LIMITATION OF SERVICE:

Installation of Equipment shall be made only when, in the judgment of the Company, the location and the type of the Equipment are, and will continue to be, accessible and viable. Service shall be limited to Customers with no delinquent balances with the Company that own and reside in a single-family home or townhome with an attached garage that is a premise already being served at the RS-1 rate schedule. The Company will own, operate and maintain the Equipment for the term of the Agreement. The Company reserves the right to remotely control charging session schedules and/or curtail the energy delivered by the Equipment.

MONTHLY PROGRAM CHARGE:

The Company will design, procure, install, own, operate, and provide maintenance to the Equipment included in the Monthly Program Charge. The Customer will have the option to select a Full Installation or Equipment Only Installation service offering where the corresponding installation costs are included as part of the Monthly Program Charge.

	Full Installation	Equipment Only Installation
Monthly Program Charge	$36.00	$27.00

For energy used exclusively for electric vehicle charging, the following charges and rates shall apply:

	On-Peak Period	Off-Peak Period
Non-Fuel Energy Charge	22.583¢ per kWh	2.016¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

(Continue on Sheet No. 8.216)

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.216**

(Continued from Sheet No. 8.215)

RATING PERIOD:

On-Peak:
November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ET to 10 a.m. ET and 6 p.m. ET to 10 p.m. ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ET to 9 p.m. ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:
All other hours.

METERING:

Sub-metering at the Level 2 charger shall be performed thereby allowing the Company to perform the electric vehicle charging and all other usage billing calculations in accordance with the applicable monthly rates.

TERM OF SERVICE:

The term of Service will be set forth in the Agreement. At the end of the term of Service, the ownership of the Equipment shall transfer to the Customer.

PROVISIONS FOR EARLY TERMINATION:

Customer has the right to terminate the Agreement for its convenience upon written notice to Company on at least thirty (30) days prior notice. Termination fees will be assessed in accordance with the 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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 8.217
Cancels Second Revised Sheet No. 8.217

RESIDENTIAL LOAD MANAGEMENT PROGRAM
(RESIDENTIAL ON CALL® PROGRAM)

RATE SCHEDULE: ROC

AVAILABLE:

Available only within the geographic areas served by the Company's Load Management System.

APPLICATION:

To customers receiving service under Rate Schedule RS-1 or RS-1/2EV who elect to participate in this program and who utilize central electric air conditioning.

The following electric appliances are eligible: central air conditioners, central space heaters, conventional electric resistance water heaters (excludes tankless/instantaneous, solar, heat pump, and heat recovery unit water heaters), and swimming pool pumps. All new program participants as of October 31, 2020 must include central electric air conditioners. If the participant's system also has a central electric heater, this must also be included. Inclusion of water heaters and swimming pool pumps is optional. Prior program participants' appliance selections and eligibility requirements remain unchanged. Participants who exit the program and later rejoin will be subject to the participation requirements in effect at that time.

This Rate Schedule is not applicable for service to commonly-owned facilities of condominium, cooperative or homeowners' associations.

LIMITATION OF SERVICE:

The same as specified in Rate Schedule RS-1. Participant's premise must be occupied for at least 9 months of the year. The participant-selected electrical appliances shall be interrupted at the option of the Company by means of load management equipment installed at the participant's premise.

TERM OF SERVICE:

A participant may change: (i) their interruption option (from Cycle to Shed only); (ii) the selection of appliances; or (iii) discontinue service under this Rate Schedule by giving the Company seven (7) days advance notice. If the participant requests to have one or more appliances removed from participation in the program, such appliance(s) will be ineligible to re-participate again for one year (12 months) from the time participation ended.

MONTHLY BILL CREDIT:

Participants receiving service under this Rate Schedule will receive a Monthly Bill Credit as follows:

Appliance	Applicability	Monthly Bill Credit
Central Electric Air Conditioner	April – October	$6.00
Central Electric Space Heater	November – March	$2.75
Conventional Electric Water Heater	Year-Round	$1.50
Swimming Pool Pump	Year-Round	$1.50
Prior Participants Only (Cycling) - Central Electric Air Conditioner	April – October	$3.00
- Central Electric Heater	November – March	$2.00

The total Monthly Bill Credit shall not exceed 40 percent of the Rate Schedule RS-1 "Base Energy Charge" actually incurred for the month (if the Budget Billing Plan is selected, actual energy charges will be utilized in the calculations, not the levelized charges) and no credit will be applied to reduce the minimum bill specified on Rate Schedule RS-1.

(Continued on Sheet No. 8.218)

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: July 1, 2025

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 8.218
Cancels Third Revised Sheet No. 8.218

(Continued from Sheet No. 8.217)

INTERRUPTION SCHEDULE:

Appliance	Interruption Schedule
Central Electric Air Conditioner	Up to 180 minutes per day
Central Electric Space Heater	Up to 180 minutes per day
Convention Electric Water Heater	Up to 240 minutes per day
Swimming Pool Pump	Up to 240 minutes per day
Prior Participants Only (Cycling Only) - Central Electric Air Conditioner	15 minutes per 30-minute period / cumulative interruption up to 180 minutes per day. If unable to provide sufficient demand reduction to avert an emergency situation, may increase to 17.5 minutes per 30-minute period / cumulative interruption up to 210 minutes per day
- Central Electric Space Heater	15 minutes per 30-minute period / cumulative interruption up to 180 minutes per day

The limitations on interruptions shall not apply during emergencies on the Company's system or to interruptions that occur as a result of: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; or (e) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure . The Company at its discretion may also perform interruptions for readiness testing purposes.

SPECIAL PROVISIONS

1. The Company shall not install load management equipment if the installation cannot be economically justified for reasons such as: excessive installation costs, oversized/undersized heating or cooling equipment or abnormal utilization of equipment; (including vacation or other limited occupancy residences).

2. Billing under this Rate Schedule will commence upon the installation and completion of required inspections of the load management equipment.

3. If a customer has multiple units of the same appliance type then at least two must be connected with load management equipment to qualify for the Monthly Bill Credit attributable to that appliance type. In such circumstances, only a single Monthly Bill Credit for that appliance type will be applied perpremise.

4. Installation of the Company's load management equipment at the participant's premise is the sole responsibility of a licensed, independent contractor or Company representative. The participant agrees that the Company shall not be liable for any damages or injuries that may occur as a result of the interruption or restoration of electric service pursuant to the terms of this Rate Schedule.

5. If the Company determines that the participant no longer uses one or more of the appliances signed up for the program, or the equipment is disconnected or not communicating, then the Company shall discontinue the associated Monthly Bill Credits and has the right, at the Company's sole discretion, to remove the associated loadmanagement equipment.

6. The participant is required to give the Company and the licensed, independent contractor reasonable access for installing, maintaining, testing and removing the Company's load management equipment, and for verifying that the equipment effectively controls the participant's appliances as intended by this Rate Schedule. Failure to provide access will result in the removal of the affected appliances from the program or full participation termination until such access isgranted.

7. If the Company determines that the effect of equipment interruptions has been offset by the participant's use of supplementary or alternative electrical equipment, then service under this Rate Schedule may be discontinued and the participant billed for all prior Monthly Bill Credits received under this Rate Schedule from an established date upon which supplementary or alternative electrical equipment was used. If such a date cannot be established, then rebilling shall be for the Monthly Bill Credits received by the participant for the lesser of the number of months receiving service under this Rate Schedule or the previous twelve (12) months. The participant will be ineligible to participate in the program for twelve (12) months from the time their participation was terminated.

8. If the Company determines that its load management equipment at the participant's premise has been rendered ineffective by mechanical, electrical or other devices, disconnection or other intentional actions ("tampering") by the participant, then the Company may discontinue their participation in the program and bill for all expenses involved in removal of the load management equipment, plus applicable investigative charges. The Company may rebill all prior Monthly Bill Credits received by the participant from an established tampering date. If such a date cannot be established, then rebilling of the Monthly Bill Credits shall be for the lesser of the number of months receiving service under this Rate Schedule or the previous twelve (12) months. If the Company terminates the participant, then they will be ineligible to participate in the program for twelve (12) months from the time their participation was terminated.

9. Participants in the HVAC Services Rider are subject to the Central Air Conditioner and Central Electric Space Heater Monthly Bill Credits and Interruption Schedule.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: July 1, 2025

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.220**

HVAC SERVICES RIDER
(OPTIONAL)

RATE SCHEDULE: HVAC

AVAILABLE:

In all areas served.

This optional rider ("Rider") is available on a voluntary basis to Customers who desire (1) the installation of Company owned, operated, and maintained HVAC equipment ("Equipment") that meets current energy efficiency codes and standards at the time of installation and (2) the receipt of billing credits for interruptible service consistent with this Rider and the Company's Residential On Call tariff (Tariff Nos. 8.217-8.218). The Rider is available to individually metered customers in owner-occupied residences receiving electric service under a rate schedule, where the customer's account is current and not on an active installment payment plan. To participate in the program, the property owner, must sign the Optional HVAC Services Agreement. Unless otherwise noted, terms of the Company's Residential On Call Program that apply to the HVAC Services Rider apply to participants of this Rider.

APPLICATION:

Service is provided through the installation of Equipment by the Company at the Customer's premise, the purpose of which is to meet the Customer's requested scope of service. To meet the service need identified by the Customer, the Company will conduct an evaluation of Customer requirements and of potential solutions. The Company and the Customer may thereafter execute a Residential HVAC Services Agreement ("Agreement") using the form of agreement approved by the Commission, which must include a description of the Equipment to be installed, the service to be performed, and the monthly charge for the service. Upon receipt of the proposed Agreement from Company, the Customer shall have no more than seven (7) days to execute the Agreement. After seven (7) days, the proposed Agreement shall be considered expired, unless extended in writing by the Company.

LIMITATION OF SERVICE:

Installation of the Equipment shall be made only when, in the judgment of the Company, the location and the type of the Equipment are, and will continue to be economical, accessible, and viable. Service shall be limited to Customers with no delinquent balances with the Company. The Company will own, operate, and maintain the Equipment for the term of the Agreement subject to the terms of the Agreement.

Services shall be limited to provision through new Equipment. By participation in this Rider, Customer agrees to allow the Company to interrupt Equipment as outlined in the Interruption Schedule of the Residential On Call Program and receive a credit for such authorization as described in the Monthly Service Payment section below.

TERM OF SERVICE:

The term of service will be specific to each HVAC Services Agreement.

MONTHLY SERVICE PAYMENT:

The Company will design, procure, install, own, operate, and maintain all Equipment included in the determination of the Monthly Service Payment. The Monthly Service Payment under this Rider is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following formula:

Monthly Service Payment = Capital Cost + Expenses

(Continue on Sheet No. 8.221)

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.221**

(Continue from Sheet No. 8.220)

In the reasonable discretion of Company, Company may (i) apply the net present value of the monthly credits available under the Company's Residential On Call Program for the Equipment as (a) a credit against the initial monthly fees of this program, or (b) an up-front credit, or (ii) utilize the monthly HVAC Services Rider credit available under the Company's Residential On Call Program as an offset against the monthly fees of this program.

WHERE:

Capital Cost shall be levelized over the term of service based upon the estimated installed cost of Equipment times a carrying cost. The carrying cost is the cost of capital, reflecting current capital structure and most recent FPSC-approved return on common equity.

Replacement cost(s) from normal wear and tear incurred during the term of Service will also be included. Any equipment installed by the Company that is not necessary to support the Equipment shall not be included in the Monthly Service Payment.

The Monthly Service Payment(s) may be adjusted, by agreement of both the Customer and the Company, to reflect the Customer's request for modifications to the Service and Equipment specified in the HVAC Services Agreement. Modifications include, but are not limited to, Equipment modifications necessitated by changes in the character of service required by the Customer, requests by the Customer for supplemental Equipment or services, or changes or increases in the Customer's facilities which will materially affect the operation of the Company's Equipment.

PROVISIONS FOR EARLY TERMINATION:

Customer has the right to terminate the Agreement for its convenience upon written notice to the Company at least ninety (90) days prior notice. Termination fees will be assessed in accordance with the HVAC Services Agreement.

RULES AND REGULATIONS:

Service under this Rider 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 Rider and said, "General Rules and Regulations for Electric Service", the provision of this Rider shall apply.

Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: July 1, 2025

FLORIDA POWER & LIGHT COMPANY

~~Forty-Second~~ Forty-Third Revised Sheet No. 8.310
Cancels ~~Forty-First~~ Forty-Second Revised Sheet No. 8.310

GENERAL SERVICE LARGE DEMAND

RATE SCHEDULE: GSLD-1

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose to any Customer with a measured demand of at least 500 kW and less than 2,000 kW. Customers with demands of less than 500 kW may enter an agreement for service under this Rate Schedule based on a Demand Charge for a minimum of 500 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge:	~~$89.26~~98.69
Demand Charges:	
Base Demand Charge	~~$13.68~~15.12 per kW of Demand
Non-Fuel Energy Charges:	
Base Energy Charge	~~1.971~~2.179¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is ~~$6,929.26~~7,658.69.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER &LIGHT COMPANY

~~First~~ Second Revised Sheet No. 8.311
Cancels ~~Original~~ First Revised Sheet No. 8.311

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE RIDER TO GENERAL SERVICE LARGE DEMAND

(OPTIONAL ~~PILOT PROGRAM~~)

RATE SCHEDULE: GSLD-1EV

AVAILABLE:

In all areas served. ~~Service under this rider shall terminate five years from January 1, 2021, unless extended by order of the Florida Public Service Commission ("FPSC"), or terminated earlier by the Company upon notice to the FPSC.~~

APPLICATION:

For electric service required for the purpose of general service or industrial public electric vehicle charging with a measured demand of 500 kW and less than 2,000 kW. Eligible charging installations must be accessible to the public for commercial or general use.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises for electric vehicle charging will be furnished through a dedicated meter.

MONTHLY RATE:

All rates and charges under Rate Schedule GSLD-1 shall apply.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor. In no month, shall the billed demand be greater than the value in kW determined by dividing the kWh sales for the billing month by 75 hours per month.

TERM OF SERVICE:

Not less than one year.

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: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

~~Forty-Third~~Forty-Fourth Revised Sheet No. 8.320
Cancels ~~Forty-Second~~ Forty-Third Revised Sheet No. 8.320

GENERAL SERVICE LARGE DEMAND - TIME OF USE
(OPTIONAL)

RATE SCHEDULE: GSLDT-1

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose to any Customer with a measured demand of at least 500 kW and less than 2,000 kW. Customers with demands of less than 500 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 500 kW. This is an optional rate available to General Service Large Demand customers upon request subject to availability of meters.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge:	$~~89.26~~98.69	
Demand Charges:		
Base Demand Charge	$~~12.90~~14.26 per kW of Demand occurring during the On-Peak period.	
Maximum Demand Charge	$~~0.80~~0.88 per kW of Maximum Demand.	
Non-Fuel Energy Charges:	On-Peak Period	Off-Peak Period Base
Energy Charge	~~3.276~~3.771¢ per kWh	~~1.422~~1.572¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is $~~6,539.26~~7,228.69.

RATING PERIODS:

On-Peak:
November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ~~EST~~ ET to 10 a.m. ~~EST~~ ET and 6 p.m. ~~EST~~ ET to 10 p.m. ~~EST~~ ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ~~EST~~ ET to 9 p.m. ~~EST~~ ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:
All other hours.

(Continued on Sheet No. 8.321)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 8.321
Cancels Second Revised Sheet No. 8.321

(Continued from Sheet No. 8.320)

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

MAXIMUM DEMAND:

Maximum Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

~~Forty-Fifth~~ Forty-Sixth Revised Sheet No. 8.330
Cancels ~~Forty-Fourth~~ Forty-Fifth Revised Sheet No.8.330

CURTAILABLE SERVICE
(OPTIONAL)
(Closed Schedule)

RATE SCHEDULE: CS-1

AVAILABLE:

In all areas served.

APPLICATION:

For any general service or industrial Customer who qualifies for Rate Schedule GSLD-1 (500 kW - 1,999 kW), will curtail this Demand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was taking service pursuant to this schedule. Customers with demands of at least 200 kW but less than 500 kW may enter an agreement for service under this Rate Schedule based on a Demand Charge for a minimum of 500 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge: $~~119.02~~131.60

Demand Charges:
Base Demand Charge $~~13.68~~15.12 per kW of Demand

Non-Fuel Energy Charges:
Base Energy Charge ~~1.971~~2.179¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is $~~6,959.02~~7,691.60.

CURTAILMENT CREDITS:

A monthly credit of ($~~2.31~~2.55) per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current Curtailment Period than the Firm Demand, the Customer will be:

1. Rebilled at $~~2.31~~2.55/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
2. Billed a penalty charge of $4.92/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand fora Curtailment Period.

(Continued on Sheet No. 8.331)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Fifth~~Sixth Revised Sheet No. 8.331
Cancels ~~Fourth~~ Fifth Revised Sheet No. 8.331

(Continued from Sheet No. 8.330)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, except under the following conditions:

1. Force Majeure events, as defined in the Technical Terms and Abbreviations of the Company Tariff, ~~(see Definitions)~~ which can be demonstrated to the satisfaction of the Company, or

2. maintenance of generation equipment which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or

3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the Charges for Non-Compliance of Curtailment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt-hour basis) that FPL is purchasing during that period, less the applicable fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C. If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rate Schedule.

CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

DEFINITIONS:

~~Force Majeure~~
~~For the purposes of this schedule Force Majeure means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.~~

Non-Firm Demand
The current Demand less the amount of Firm Demand specified below.

Firm Demand
The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

CUSTOMER RESPONSIBILITY:

The Company will request the Customer to curtail their load for a one-hour period, once per year, for testing purposes on the first Wednesday in November or, if not possible, at a mutually agreeable time and date, if the Customer's load has not been successfully curtailed during a curtailment event in the previous twelve (12) months. Testing purposes include the Customer testing the curtailable portion of their load to ensure that it does not exceed their contracted firm demand level.

(Continued on Sheet No. 8.332)

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No.8.332
Cancels First Revised Sheet No. 8.332

(Continued from Sheet No. 8.331)

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if:

a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or

b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or

c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.333)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

~~Sixteenth~~ Seventeenth Revised Sheet No. 8.333
Cancels ~~Fifteenth~~ Sixteenth Revised Sheet No. 8.333

(Continued from Sheet No. 8.332)

PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtailable Rate Schedule, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Curtailment Periods which may occur before the replacement Customer(s) becameavailable.

Charges for Early Termination:

In the event that:

a) service is terminated by the Company for any reason(s) specified in this section, or

b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service,

i) at a different location in the Company's service area, or

ii) under a different name or different ownership, or

iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite three (3) years advance written notice, or

c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

then the Customer will be:

1. rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and

2. billed a penalty charge of $1.45 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

RULES AND REGULATIONS:

Service under this ~~Rate S~~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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shallapply.

FLORIDA POWER&LIGHT COMPANY

~~Forty-Fourth~~Forty-Fifth Revised Sheet No. 8.340
Cancels ~~Forty-Third~~ Forty-Fourth Revised Sheet No. 8.340

CURTAILABLE SERVICE - TIME OF USE
(OPTIONAL)
(Closed Schedule)

RATE SCHEDULE: CST-1

AVAILABLE:

In all areas served.

APPLICATION:

For any general service or industrial Customer who qualifies for Rate Schedule GSLD-1 (500 kW - 1,999 kW) will curtail this Demand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was taking service pursuant to this schedule. This is an optional Rate Schedule available to Curtailable General Service Customers upon request. Customers with demands of at least 200 kW but less than 500 kW may enter an agreement for service under this Rate Schedule based on a Demand Charge for a minimum of 500 kW.

SERVICE:

Single or three phase, 60 hertz and at any available distribution standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge: $~~119.02~~131.60

Demand Charges:
Base Demand Charge $~~12.90~~14.26 per kW of Demand occurring during the On-Peak Period.
Maximum Demand Charge $~~0.80~~0.88 per kW of Maximum Demand.

Non-Fuel Energy Charges:	On-Peak Period	Off-Peak Period
Base Energy Charge	~~3.276~~3.771¢ per kWh	~~1.422~~1.572¢per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is $~~6,569.02~~7,261.60.

RATING PERIODS:

On-Peak:
November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ~~EST~~ ET to 10 a.m. ~~EST~~ ET and 6 p.m. ~~EST~~ ET to 10 p.m. ~~EST~~ ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ~~EST~~ ET to 9 p.m. ~~EST~~ ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:
All other hours.

(Continued on Sheet No. 8.341)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Twenty-Third~~Twenty-Fourth Revised Sheet No. 8.341
Cancels ~~Twenty-Second~~ Twenty-Third Revised Sheet No. 8.341

(Continued from Sheet No. 8.340)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, except under the following conditions:

1. Force Majeure events, as defined in the Technical Terms and Abbreviations of the Company Tariff, ~~(see Definitions)~~ which can be demonstrated to the satisfaction of the Company, or

2. maintenance of generation equipment which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or

3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt-hour basis) that FPL is purchasing during that period, less the applicable fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C. If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rate Schedule.

CURTAILMENT CREDITS:

A monthly credit of ($~~2.31~~2.55) per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current curtailment period than the contracted maximum demand, then the Customer will be:

1. Rebilled at $~~2.31~~2.55/kW for the prior 36 months or the number of months since the prior curtailment period, whichever is less, and
2. Billed a penalty charge of $4.92/ kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.

CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

MAXIMUM DEMAND:

Maximum Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30- minute period of Customer's greatest use during the month as adjusted for power factor.

DEFINITIONS:

~~Force Majeure~~
~~For the purposes of this schedule Force Majeure means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.~~

Non-Firm Demand
The current Demand less the amount of Firm Demand specified below.

Firm Demand
The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

(Continued on Sheet No. 8.342)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No.8.342
Cancels Original Sheet No. 8.342

(Continued from Sheet No. 8.341)

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if:

a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or

b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or

c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.343)

FLORIDA POWER & LIGHT COMPANY

~~Fifteenth~~ Sixteenth Revised Sheet No. 8.343
Cancels ~~Fourteenth~~ Fifteenth Revised Sheet No. 8.343

(Continued from Sheet No. 8.342)

PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtailable Rate Schedule, then the Customer will be refunded all or pa rt of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Curtailment Periods which may occur before the replacement Customer(s) became available.

Charges for Early Termination:

In the event that:

a) service is terminated by the Company for any reason(s) specified in this section, or

b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service,

i) at a different location in the Company's service area, or

ii) under a different name or different ownership, or

iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite three (3) years advance written notice, or

c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice, then the Customer will be:

1. rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and

2. billed a penalty charge of $1.45 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

RULES AND REGULATIONS:

Service under this ~~Rate S~~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 ca se of conflict between any provision of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDAPOWER& LIGHT COMPANY

~~Thirty-Seventh~~ Thirty-Eighth Revised Sheet No. 8.412
Cancels ~~Thirty-Sixth~~ Thirty-Seventh Revised Sheet No. 8.412

GENERAL SERVICE LARGE DEMAND

RATE SCHEDULE: GSLD-2

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose to any Customer with a measured demand of 2,000 kW or more. Customers with demands of less than 2,000 kW may enter an agreement for service under this schedule based on a demand charge for a minimum of 2,000 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge: ~~$258.54~~286.07

Demand Charges:
Base Demand Charge ~~$13.76~~15.23 per kW of Demand

Non-Fuel Energy Charges:
Base Energy Charge ~~1.713~~1.895¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a demand of less than 2,000 kW who enter an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is $~~27,778.54~~30,746.07.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30- minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

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.

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE RIDER TO GENERAL SERVICE LARGE DEMAND (OPTIONAL)

RATE SCHEDULE: GSLD-2EV

AVAILABLE:

In all areas served. Will be available to new enrollment once billing system modifications are complete.

APPLICATION:

For electric service required for the purpose of general service or industrial public electric vehicle charging with a measured demand of 2,000 kW or more. Eligible charging installations must be accessible to the public for commercial or general use.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises for electric vehicle charging will be furnished through a dedicated meter.

MONTHLY RATE:

All rates and charges under Rate Schedule GSLD-2 shall apply.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor. In no month, shall the billed demand be greater than the value in kW determined by dividing the kWh sales for the billing month by 75 hours per month.

TERM OF SERVICE:

Not less than one year.

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.

FLORIDA POWER & LIGHT COMPANY

~~Forty-Third~~Forty-Fourth Revised Sheet No. 8.420
Cancels ~~Forty-Second~~ Forty-Third Revised Sheet No. 8.420

GENERAL SERVICE LARGE DEMAND - TIME OF USE
(OPTIONAL)

RATE SCHEDULE: GSLDT-2

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose to any Customer who has established a measured demand of 2,000 kW or more. Customers with demands of less than 2,000 kW may enter an agreement for service under this schedule based on a demand charge for a minimum of 2,000 kW.

SERVICE:

Three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge: ~~$258.54~~286.07

Demand Charges:
Base Demand Charge ~~$13.08~~14.47 per kW of Demand occurring during the On-Peak Period
Maximum Demand Charge ~~$0.69~~0.76 per kW of Maximum Demand

Non-Fuel Energy Charges:	On-Peak Period	Off-Peak Period
Base Energy Charge	~~2.738~~3.062¢ per kWh	~~1.343~~1.486¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a demand of less than 2,000 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is ~~$26,418.54~~29,226.07.

RATING PERIODS:

On-Peak:
November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ~~EST~~ ET to 10 a.m. ~~EST~~ ET and 6 p.m. ~~EST~~ ET to 10 p.m. ~~EST~~ ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ~~EST~~ ET to 9 p.m. ~~EST~~ ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:
All other hours.

(Continued on Sheet No. 8.421)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

Seventh Revised Sheet No. 8.421
Cancels Sixth Revised Sheet No. 8.421

(Continued from Sheet No. 8.420)

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

MAXIMUM DEMAND:

Maximum Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

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.

~~Twenty-Seventh~~Twenty-Eighth Revised Sheet No. 8.425
FLORIDA POWER & LIGHT COMPANY Cancels ~~Twenty-Sixth~~ Twenty-Seventh Revised Sheet No. 8.425

HIGH LOAD FACTOR – TIME OF USE
(OPTIONAL)

RATE SCHEDULE: HLFT

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose with a measured Demand of 25 kW or more. This is an optional rate schedule available to customers otherwise served under the GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, or GSLDT-2 Rate Schedules.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

	HLFT-1	HLFT-2	HLFT-3
Annual Maximum Demand	25-499 kW	500-1,999 kW	2,000 kW or greater
Base Charge:	$~~30.41~~33.71	$~~89.26~~98.69	$~~258.54~~286.07
Demand Charges:			
On-Peak Demand Charge	$~~13.50~~14.96	$~~14.40~~15.92	$~~13.99~~15.48
Maximum Demand Charge	$~~2.80~~3.10	$~~3.09~~3.42	$~~2.98~~3.30
Non-Fuel Energy Charges:			
On-Peak Period per kWh	~~2.193~~2.435¢	~~1.259~~1.382¢	~~1.087~~1.202¢
Off-Peak Period perkWh	~~1.375~~1.524¢	~~1.218~~1.347¢	~~1.085~~1.201¢

Additional Charges:

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum Charge: The Base Charge plus the currently effective Demand Charges.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ~~EST~~ ET to 10 a.m. ~~EST~~ ET and 6 p.m. ~~EST~~ ET to 10 p.m. ~~EST~~ ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ~~EST~~ ET to 9 p.m. ~~EST~~ ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.426)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.426
Cancels Original Sheet No. 8.426

(Continued from Sheet No. 8.425)

MAXIMUM DEMAND:

Maximum Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

ANNUAL MAXIMUM DEMAND:

Annual Maximum Demand is the highest monthly Maximum Demand recorded during the last 12 months.

ON-PEAK DEMAND:

On-Peak Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

TERM OF SERVICE:

One year from the most recent Maximum Demand that qualifies for service under this Rate Schedule.

RULES AND REGULATIONS:

Service under this Rate 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 provisions of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provisions of this Rate Schedule shall apply.

FLORIDA POWER & LIGHT COMPANY

~~Thirty-Ninth~~ Fortieth Revised Sheet No. 8.432
Cancels ~~Thirty-Eight~~ Thirty-Ninth Revised Sheet No. 8.432

CURTAILABLE SERVICE (OPTIONAL)
(Closed Schedule)

RATE SCHEDULE: CS-2

AVAILABLE:

In all areas served.

APPLICATION:

For any general service or industrial Customer who qualifies for Rate Schedule GSLD-2 (2,000 kW and above) will curtail this Demand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was taking service pursuant to this schedule. Customers with demands of less than 2,000 kW may enter an Agreement for service under this schedule based on a Demand Charge for a minimum of 2,000 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge:	$~~287.27~~317.86
Demand Charges:	
Base Demand Charge	$~~13.76~~15.23 per kW of Demand
Non-Fuel Energy Charges:	
Base Energy Charge	~~1.713~~1.895¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 2,000 kW who enter an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is $~~27,807.27~~30,777.86.

CURTAILMENT CREDITS:

A monthly credit of ($~~2.222~~2.46) per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current period than the Firm Demand, then the Customer will be:

1. Rebilled at $~~2.222~~2.46/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
2. Billed a penalty charge of $4.75/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the contracted Firm Demand for a Curtailment Period.

(Continued on Sheet No. 8.433)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Fourth~~ Fifth Revised Sheet No. 8.433
Cancels ~~Third~~ Fourth Revised Sheet No. 8.433

(Continued from Sheet No. 8.432)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, except under the following conditions:

1. Force Majeure events, as defined in the Technical Terms and Abbreviations of the Company Tariff, ~~(see Definitions)~~ which can be demonstrated to the satisfaction of the Company, or

2. maintenance of generation equipment which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or

3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt-hour basis) that FPL is purchasing during that period, less the applicable fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C. If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rate Schedule.

CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

DEFINITIONS:

~~Force Majeure~~
~~For the purposes of this schedule Force Majeure means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.~~

Non-Firm Demand
The current Demand less the amount of Firm Demand specified below.

Firm Demand
The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

(Continued on Sheet No. 8.434)

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No.8.434
Cancels Original Sheet No.8.434

(Continued from Sheet No. 8.433)

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if:

a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or

b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or

c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.435)

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: February 13, 2018

FLORIDA POWER & LIGHT COMPANY

~~Sixteenth~~Seventeenth Revised Sheet No. 8.435
Cancels ~~Fifteenth~~ Sixteenth Revised Sheet No. 8.435

(Continued from Sheet No.8.434)

PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtailable Rate Schedule, then the Customer will be refunded all or part of there billing and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Curtailment Periods which may occur before there placement Customer(s) became available.

Charges for Early Termination:

In the event that:

a) service is terminated by the Company for any reason(s) specified in this section, or

b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service,

   i) at a different location in the Company's service area, or

   ii) under a different name or different ownership, or

   iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite three (3) years advance written notice, or

c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

then the Customer will be:

1. rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and

2. billed a penalty charge of $1.40 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

RULES AND REGULATIONS:

Service under this ~~Rate S~~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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Forty-Fourth~~Forty-Fifth Revised Sheet No. 8.440
Cancels ~~Forty-Third~~ Forty-Fourth Revised Sheet No. 8.440

CURTAILABLE SERVICE - TIME OF USE
(OPTIONAL)
(Closed Schedule)

RATE SCHEDULE: CST-2

AVAILABLE:

In all areas served.

APPLICATION:

For any general service or industrial Customer who qualifies for Rate Schedule GSLDT-2 (2,000 kW and above) will curtailth is Demand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was taking service pursuant to this schedule. Customers with demands of less than 2,000 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 2,000 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge:	$~~287.27~~317.86	
Demand Charges:		
Base Demand Charge	$~~13.76~~15.23 per kW of Demand occurring during the On-Peak Period.	
Maximum Demand Charge	$~~0.69~~0.76 per kW of Maximum Demand.	
Non-Fuel Energy Charges:	On-Peak Period	Off-Peak Period Base
Energy Charge	~~2.738~~3.062¢ per kWh	~~1.343~~1.486¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 2,000 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Base Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is $~~27,807.27~~30,777.86.

RATING PERIODS:

On-Peak:
November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ~~EST~~ ET to 10 a.m. ~~EST~~ ET and 6 p.m. ~~EST~~ ET to 10 p.m. ~~EST~~ ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ~~EST~~ ET to 9 p.m. ~~EST~~ ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:
All other hours.

(Continued on Sheet No. 8.441)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Twenty-Sixth~~Twenty-Seventh Revised Sheet No. 8.441
Cancels ~~Twenty-Fifth~~ Twenty-Sixth Revised Sheet No. 8.441

(Continued from Sheet No. 8.440)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, except under the following conditions:

1. Force Majeure events, as defined in the Technical Terms and Abbreviations of the Company Tariff, ~~(see Definitions)~~ which can be demonstrated to the satisfaction of the Company, or
2. maintenance of generation equipment which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or
3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt-hour basis) that FPL is purchasing during that period, less the applicable fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C. If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rate Schedule.

CURTAILMENT CREDITS:

A monthly credit of ($~~2.22~~2.46) per kW is allowed based on the current Non-Firm demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter subject to the Term of Service and/or the Provisions for Early Terminations, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current curtailment period than the Firm Demand, then the Customer will be:

1. Rebilled at $~~2.22~~2.46/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
2. Billed a penalty charge of $4.75/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.

CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

MAXIMUM DEMAND:

Maximum Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

~~DEFINITIONS:~~

~~Force Majeure~~
~~For the purposes of this schedule Force Majeure means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.~~

(Continued on Sheet No. 8.442)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Second~~ Third Revised Sheet No. 8.442
Cancels ~~First~~Second Revised Sheet No. 8.442

(Continued from Sheet No. 8.441)

DEFINITIONS ~~(continued)~~:

Non-Firm Demand
The current Demand less the amount of Firm Demand specified below.

Firm Demand
The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice given at least three (3) years prior to termination. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated for any reason, the Customer will not be rebilled as specified in Charges for Early Termination if:

a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or

b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or

c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

Issued by: ~~S. E. Romig, Director, Rates and Tariffs~~Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~July 18, 2006~~

FLORIDA POWER & LIGHT COMPANY

~~Sixteenth~~Seventeenth Revised Sheet No. 8.443
Cancels ~~Fifteenth~~ Sixteenth Revised Sheet No. 8.443

(Continued from Sheet No. 8.442)

PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtailable Rate Schedule, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Curtailment Periods which may occur before the replacement Customer(s) became available.

Charges for Early Termination:

In the event that:

a) service is terminated by the Company for any reason(s) specified in this section, or

b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service,

i) at a different location in the Company's service area, or

ii) under a different name or different ownership, or

iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite three (3) years advance written notice, or

c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

then the Customer will be:

1. rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and

2. billed a penalty charge of $1.40 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

RULES AND REGULATIONS:

Service under this ~~Rate S~~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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Forty-Sixth~~Forty-Seventh Revised Sheet No. 8.542
Cancels ~~Forty-Fifth~~ Forty-Sixth Revised Sheet No. 8.542

~~CURTAILABLE SERVICE - TIME OF USE~~
~~(OPTIONAL)~~
~~(Closed Schedule)~~

~~RATE SCHEDULE: CST-3~~

~~AVAILABLE:~~

~~In all areas served.~~

~~APPLICATION:~~

~~For any general service or industrial Customer who qualifies for Rate Schedule GSLDT-3 will curtail this Demand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was taking service pursuant to this schedule.~~

~~SERVICE:~~

~~Three phase, 60 hertz at the available transmission voltage of 69 kV or higher. The Customer will provide and maintain all transformers and related facilities necessary for handling and utilizing the power and energy delivered hereunder. All service required by the Customer at each separate point of delivery served hereunder shall be furnished through one meter at, or compensated to, the available transmission voltage. Resale of service is not permitted hereunder.~~

~~MONTHLY RATE:~~

~~Base Charge: $2,360.64~~

~~Demand Charges:~~
~~Base Demand Charge $10.84 per kW of Demand occurring during the On-Peak Period.~~

~~Non-Fuel Energy Charges:~~	~~On-Peak Period~~	~~Off-Peak Period~~
~~Base Energy Charge~~	~~1.426¢ per kWh~~	~~1.188¢ per kWh~~

~~Additional Charges:~~
~~See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.~~

~~Minimum: The Base Charge plus the charge for the currently effective Base Demand.~~

~~RATING PERIODS:~~

~~On-Peak:~~
~~November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. EST to 10 a.m. EST and 6 p.m. EST to 10 p.m. EST excluding Thanksgiving Day, Christmas Day, and New Year's Day.~~

~~April 1 through October 31: Mondays through Fridays during the hours from 12 noon EST to 9 p.m. EST excluding Memorial Day, Independence Day, and Labor Day.~~

~~Off-Peak:~~
~~All other hours.~~

~~(Continued on Sheet No. 8.543)~~~~RESERVED FOR FUTURE USE~~

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Twenty-Eighth~~ Twenty-Ninth Revised Sheet No. 8.543
Cancels ~~Twenty-Seventh~~ Twenty-Eighth Revised Sheet No. 8.543

~~(Continued from Sheet No. 8.542)~~

~~PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:~~

~~When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, except under the following conditions:~~

~~1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or~~

~~2. maintenance of generation equipment which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or~~

~~3. an event affecting local, state or national security.~~

~~If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt hour basis) that FPL is purchasing during that period, less the applicable fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C. If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rate Schedule.~~

~~CURTAILMENT CREDITS:~~

~~A monthly credit of ($2.27) per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.~~

~~CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:~~

~~If the Customer records a higher Demand during the current Curtailment Period than the Firm Demand, then the Customer will be:~~

~~1. Rebilled at $2.27/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and~~
~~2. Billed a penalty charge of $4.82/kW for the current month.~~

~~The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.~~

~~CURTAILMENT PERIOD:~~

~~All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.~~

~~DEMAND:~~

~~The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.~~

~~(Continued on Sheet No. 8.544)~~

RESERVED FOR FUTURE USE

FLORIDA POWER & LIGHT COMPANY

~~Eleventh~~Twelfth Revised Sheet No. 8.544
Cancels ~~Tenth~~ Eleventh Revised Sheet No. 8.544

~~(Continued from Sheet No. 8.543)~~

~~DEFINITIONS:~~

~~Force Majeure~~

~~For the purposes of this schedule Force Majeure means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.~~

~~Non-Firm Demand~~

~~The current Demand less the amount of Firm Demand specified below.~~

~~Firm Demand~~

~~The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.~~

~~TERM OF SERVICE:~~

~~During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide, and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.~~

~~Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.~~

~~The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90 day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90 day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.~~

~~PROVISIONS FOR EARLY TERMINATION:~~

~~Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.~~

~~If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.~~

~~If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if:~~

~~a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or~~

~~b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or~~

~~c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.~~

~~(Continued on Sheet No. 8.544.1)~~ **RESERVED FOR FUTURE USE**

Issued by: Tiffany Cohen, ~~Director, Rates and Tariffs~~ VP Financial Planning and Rate Strategy
Effective: ~~February 13, 2018~~

FLORIDA POWER & LIGHT COMPANY

~~Fifteenth~~ Sixteenth Revised Sheet No. 8.544.1
Cancels ~~Fourteenth~~ Fifteenth Revised Sheet No. 8.544.1

~~(Continued from Sheet No. 8.544)~~

~~PROVISIONS FOR EARLY TERMINATION (continued):~~

~~In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtailable Rate Schedule, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Curtailment Periods which may occur before the replacement Customer(s) became available.~~

~~Charges for Early Termination:~~

~~In the event that:~~

~~a) service is terminated by the Company for any reason(s) specified in this section, or~~

~~b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service,~~

~~i) at a different location in the Company's service area, or~~

~~ii) under a different name or different ownership, or~~

~~iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite three (3) years advance written notice, or~~

~~c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,~~

~~then the Customer will be:~~

~~1. rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and~~

~~2. billed a penalty charge of $1.42 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.~~

~~RULES AND REGULATIONS:~~

~~Service under this Rate 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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.~~

RESERVED FOR FUTURE USE

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Thirty-Third~~ Thirty-Fourth Revised Sheet No. 8.545
Cancels ~~Thirty-Second~~ Thirty-Third Revised Sheet No. 8.545

CURTAILABLE SERVICE (OPTIONAL)

(Closed Schedule)

RATE SCHEDULE: CS-3

AVAILABLE:

In all areas served.

APPLICATION:

For any general service or industrial Customer who qualifies for Rate Schedule GSLD-3 will curtail this Demand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was taking service pursuant to this schedule.

SERVICE:

Three phase, 60 hertz at the available transmission voltage of 69 kV or higher. The Customer will provide and maintain all transformers and related facilities necessary for handling and utilizing the power and energy delivered hereunder. All service required by the Customer at each separate point of delivery served hereunder shall be furnished through one meter at, or compensated to, the available transmission voltage. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge: $2,360.64

Demand Charges:
Base Demand Charge $10.84 per kW of Demand

Non-Fuel Energy Charges:
Base Energy Charge 1.249¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum Charge: The Base Charge plus the charge for the currently effective Base Demand.

CURTAILMENT CREDITS:

A monthly credit of ($2.27) per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current Curtailment Period than the Firm Demand, then the Customer will be:

1. Rebilled at $2.27/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
2. Billed a penalty charge of $4.82/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.

(Continued on Sheet No. 8.546)

RESERVED FOR FUTURE USE

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Fourth~~Fifth Revised Sheet No. 8.546
Cancels ~~Third~~ Fourth Revised Sheet No. 8.546

~~(Continued from Sheet No. 8.545)~~

~~PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:~~

~~When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, except under the following conditions:~~

~~1. Force Majeure events(see Definitions) which can be demonstrated to the satisfaction of the Company;or~~

~~2. maintenance of generation equipment which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment or~~

~~3. an event affecting local, state or nationalsecurity.~~

~~If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt-hour basis)that FPL is purchasing during that period, less the applicable fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C. If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rate Schedule.~~

~~CURTAILMENT PERIOD:~~

~~All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.~~

~~DEMAND:~~

~~The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.~~

~~DEFINITIONS:~~

~~Force Majeure~~
~~For the purposes of this schedule Force Majeure means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.~~

~~Non-Firm Demand~~
~~The current Demand less the amount of Firm Demand specified below.~~

~~Firm Demand~~
~~The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.~~

~~(Continued on Sheet No. 8.547)~~ **RESERVED FOR FUTURE USE**

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~ VP Financial Planning and Rate Strategy Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

~~First~~Second Revised Sheet No. 8.547
Cancels ~~Original~~ First Revised Sheet No. 8.547

~~(Continued from Sheet No. 8.546)~~

~~TERM OF SERVICE:~~

~~During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.~~

~~Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.~~

~~The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.~~

~~PROVISIONS FOR EARLY TERMINATION:~~

~~Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.~~

~~If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.~~

~~If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if:~~

~~a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or~~

~~b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or~~

~~c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.~~

~~(Continued on Sheet No. 8.548)~~ **RESERVED FOR FUTURE USE**

Issued by: Tiffany Cohen, ~~Director, Rates and Tariffs~~ VP Financial Planning and Rate Strategy
Effective: ~~February 13, 2018~~

FLORIDA POWER & LIGHT COMPANY

~~Sixteenth~~Seventeenth Revised Sheet No. 8.548
Cancels ~~Fifteenth~~ Sixteenth Revised Sheet No. 8.548

~~(Continued from Sheet No. 8.547)~~

~~PROVISIONS FOR EARLY TERMINATION (continued):~~

~~In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtailment Program, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Curtailment Periods which may occur before the replacement Customer(s) became available.~~

~~Charges for Early Termination:~~

~~In the event that:~~

~~a) service is terminated by the Company for any reason(s) specified in this section, or~~

~~b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service,~~

~~i) at a different location in the Company's service area, or~~

~~ii) under a different name or different ownership, or~~

~~iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite three (3) years advance written notice, or~~

~~c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,~~

~~then the Customer will be:~~

~~1. rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and~~

~~2. billed a penalty charge of $1.42 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.~~

~~RULES AND REGULATIONS:~~

~~Service under this Rate 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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.~~

RESERVED FOR FUTURE USE

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Thirty-Ninth~~ Fortieth Revised Sheet No. 8.551
Cancels ~~Thirty-Eighth~~ Thirty-Ninth Revised Sheet No. 8.551

GENERAL SERVICE LARGE DEMAND

RATE SCHEDULE: GSLD-3

AVAILABLE:

In all areas served.

APPLICATION:

For service required for general service or industrial lighting, power and any other purpose to any Customer who has service supplied at a transmission voltage of 69 kV or higher.

SERVICE:

Three phase, 60 hertz at the available transmission voltage of 69 kV or higher. The Customer will provide and maintain all transformers and related facilities necessary for handling and utilizing the power and energy delivered hereunder. All service required by the Customer at each separate point of delivery served hereunder shall be furnished through one meter at, or compensated to, the available transmission voltage. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge:	$~~2,276.72~~2,523.29
Demand Charges:	
Base Demand Charge	$~~10.84~~12.01 per kW of Demand
Non-Fuel Energy Charges:	
Base Energy Charge	~~1.249~~1.384¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Forty-Fifth~~Forty-Sixth Revised Sheet No. 8.552
Cancels ~~Forty-Fourth~~ Forty-Fifth Revised Sheet No. 8.552

GENERAL SERVICE LARGE DEMAND - TIME OF USE
(OPTIONAL)

RATE SCHEDULE: GSLDT-3

AVAILABLE:

In all areas served.

APPLICATION:

For electric service required for general service or industrial lighting, power and any other purpose to any Customer who has service supplied at a transmission voltage of 69 kV or higher.

SERVICE:

Three phase, 60 hertz at the available transmission voltage of 69 kV or higher. The Customer will provide and maintain all transformers and related facilities necessary for handling and utilizing the power and energy delivered hereunder. All service required by the Customer at each separate point of delivery served hereunder shall be furnished through one meter at, or compensated to, the available transmission voltage. Resale of service is not permitted hereunder.

MONTHLY RATE:

Base Charge: $~~2,276.72~~2,523.29

Demand Charges:
Base Demand Charge $~~10.84~~12.01 per kW of Demand occurring during the On-Peak Period.

Non-Fuel Energy Charges:	On-Peak Period	Off-Peak Period
Base Energy Charge	~~1.426~~1.576¢ per kWh	~~1.188~~1.317¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand.

RATING PERIODS:

On-Peak:
November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ~~EST~~ ET to 10 a.m. ~~EST~~ ET and 6 p.m. ~~EST~~ ET to 10 p.m. ~~EST~~ ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ~~EST~~ ET to 9 p.m. ~~EST~~ ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:
All other hours.

(Continued on Sheet No. 8.553)

FLORIDA POWER & LIGHT COMPANY

Ninth Revised Sheet No. 8.553
Cancels Eighth Revised Sheet No. 8.553

(Continued from Sheet No. 8.552)

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

~~Fifty-Third~~Fifty-Fourth Revised Sheet No. 8.602
Cancels ~~Fifty-Second~~ Fifty-Third Revised Sheet No. 8.602

SPORTS FIELD SERVICE
(Closed Schedule)

RATE SCHEDULE: OS-2

AVAILABLE:

In all areas served.

APPLICATION:

This is a transitional rate available to municipal, county and school board accounts for the operation of a football, baseball or other playground, or civic or community auditorium, when all such service is taken at the available primary distribution voltage at a single point of delivery and measured through one meter, and who were active as of October 4, 1981. Customer may also elect to receive service from other appropriate rate schedules.

As non-LED fixture inventory becomes unavailable, customers may terminate service or accept replacements as LED under the LT-1 tariff. Customers that accept replacements, must enter into a new agreement.

LIMITATION OF SERVICE:

Offices, concessions, businesses or space occupied by tenants, other than areas directly related to the operations above specified, are excluded hereunder and shall be separately served by the Company at utilization voltage. Not applicable when Rider TR is used.

MONTHLY RATE:

Base Charge:	$~~156.45~~173.83
Non-Fuel Energy Charges:	
Base Energy Charge	~~9.844~~10.937¢per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum Charge:	$~~156.45~~173.83

TERM OF SERVICE:

Pending termination by Florida Public Service Commission Order.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

~~Thirty-Ninth~~ Fortieth Revised Sheet No. 8.610
Cancels ~~Thirty-Eighth~~ Thirty-Ninth Revised Sheet No. 8.610

FLORIDA POWER & LIGHT COMPANY

METROPOLITAN TRANSIT SERVICE

RATE SCHEDULE: MET

AVAILABLE:

For electric service to Metropolitan Miami-Dade County Electric Transit System (METRORAIL) at each point of delivery required for the operation of an electric transit system on continuous and contiguous rights-of-way.

APPLICATION:

Service to be supplied will be three phase, 60 hertz and at the standard primary distribution voltage of 13,200 volts. All service required by Customer at each separate point of delivery served hereunder shall be furnished through one meter reflecting delivery at primary voltage. Resale of service is not permitted hereunder. Rider TR or a voltage discount is not applicable.

MONTHLY RATE:

Base Charge:	$~~811.96~~899.25
Demand Charges:	
Base Demand Charge	$~~17.18~~19.03 per kW of Demand
Non-Fuel Energy Charges:	
Base Energy Charge	~~2.291~~2.537¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the charge for the currently effective Base Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

BILLING:

Each point of delivery shall be separately billed according to the monthly charges as stated herein. All billing units related to charges under this rate schedule shall be determined from metering data on a monthly basis and determined for each point of delivery on the same monthly billing cycle day.

TERMS OF SERVICE

Not less than one year.

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: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

Eighth Revised Sheet No. 8.650
Cancels Seventh Revised Sheet No. 8.650

COMMERCIAL/INDUSTRIAL LOAD CONTROL PROGRAM
(OPTIONAL)
(Closed Schedule)

RATE SCHEDULE: CILC-1

AVAILABLE:

In all areas served. Available to any commercial or industrial customer to which the load control provisions of this schedule can feasibly be applied, who, as of March 19, 1996, was either taking service pursuant to this schedule or had a fully executed copy of a Commercial/Industrial Load Control Agreement with the Company.

LIMITATION OF AVAILABILITY:

This Rate Schedule may be modified or withdrawn subject to determinations made under Commission Rules 25-17.0021(4), F.A.C., Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

APPLICATION:

For electric service provided to any commercial or industrial customer as a part of the Commercial/Industrial Load Control Program Agreement between the Customer and the Company, who agrees to allow the Company to control at least 200 kw of the Customer's load, or agrees to operate Backup Generation Equipment (see Definitions) and designate (if applicable) additional controllable demand to serve at least 200 kw of the Customer's own load during periods when the Company is controlling load. A Customer shall enter into a "Commercial/Industrial Load Control Program Agreement" with the Company for service under this schedule. To establish the initial qualification for service under this schedule, the Customer must have had an On-Peak Demand (as defined below) during the summer rating period (April through October) for at least three of the previous twelve (12) months of at least 200 kw greater than the Firm Demand or Controllable Demand (as applicable) level specified in Section 4 of the Commercial/Industrial Load Control Program Agreement. This controlled load shall not be served on a firm service basis until service has been terminated under this rate schedule.

SERVICE:

Three phase, 60 hertz at any available standard voltage.

A designated portion of the Customer's load served under this schedule is subject to control by the Company. Transformation Rider-TR, where applicable, shall only apply to the Customer's Maximum Demand for delivery voltage below 69 kv. Standby Service is not provided hereunder. Resale of service is not permitted hereunder.

(Continued on Sheet No. 8.651)

FLORIDA POWER & LIGHT COMPANY

~~Thirty-Eighth~~ Thirty-Ninth Revised Sheet No. 8.651
Cancels ~~Thirty-Seventh~~ Thirty-Eighth Revised Sheet No. 8.651

(Continued from Sheet No. 8.650)

MONTHLY RATE:

Delivery Voltage Level	Distribution below 69 kV		69 kV & above
Maximum Demand Level	CILC-1(G) 200-499 kW	CILC-1(D) 500 kW & above	CILC-1(T)
Base Charge:	$~~192.36~~212.65	$~~324.25~~357.97	$~~2,835.75~~3,130.38
Demand Charges:			
Base Demand Charges:			
per kW of Maximum Demand	$~~5.13~~5.67	$~~5.46~~6.04	None
per kW of Load Control On-Peak Demand	$~~3.37~~3.73	$~~3.90~~4.31	$~~4.09~~4.51
per kW of Firm On-Peak Demand	$~~12.82~~14.17	$~~14.12~~15.59	$~~14.90~~16.45
Non-Fuel Energy Charges:			
Base Energy Charges:			
On-Peak Period charge per kWh	~~1.909~~2.110¢	~~1.302~~1.437¢	~~1.190~~1.314¢
Off-Peak Period charge per kWh	~~1.909~~2.110¢	~~1.302~~1.437¢	~~1.190~~1.314¢

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the Base Demand Charges.

(Continued on Sheet No. 8.652)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Fifth~~ Sixth Revised Sheet No. 8.652
Cancels ~~Fourth~~Fifth Revised Sheet No. 8.652

(Continued from Sheet No. 8.651)

LOAD CONTROL:

Control Condition:

The Customer's controllable load served under this Rate Schedule is subject to control when such control alleviates any emergency conditions or capacity shortages, either power supply or transmission, or whenever system load, actual or projected, would otherwise require the peaking operation of the Company's generators. Peaking operation entails taking base loaded units, cycling units or combustion turbines above the continuous rated output, which may overstress the generators.

Frequency: The Control Conditions will typically result in less than fifteen (15) Load Control Periods per year and will not exceed twenty-five (25) Load Control Periods per year. Typically, the Company will not initiate a Load Control Period within six (6) hours of a previous Load Control Period.

Notice: The Company will provide one (1) hour's advance notice or more to a Customer prior to controlling the Customer's controllable load. Typically, the Company will provide advance notice of four (4) hours or more prior to a Load Control Period. Such notice will be by electronic, written or oral. The Company shall not be responsible for the Customer's failure to receive or act upon such notice.

Duration: The duration of a single Load Control Period will typically be four (4) hours and will not exceed six (6) hours.

In the event of an emergency, such as a Generating Capacity Emergency (see Definitions) or a major disturbance, greater frequency, less notice, or longer duration than listed above may occur. If such an emergency develops, the Customer will be given 15 minutes' notice. Less than 15 minutes' notice may only be given in the event that failure to do so would result in loss of power to firm service customers or the purchase of emergency power to serve firm service customers. The Customer agrees that the Company will not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur as a result of providing no notice or less than one (1) hour notice.

Customer Responsibility:

Upon the successful installation of the load control equipment and/or any necessary backup generation equipment, a test of this equipment will be conducted between the hours of 7 a.m. ~~EST~~ ET and 6 p.m. ~~EST~~ET, Monday through Friday, excluding holidays, as specified in the Commercial/Industrial Load Control Program Agreement.

The Customer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically control the Customer's load, as specified in the Commercial/Industrial Load Control Program Agreement.

The Company will control the controllable portion of the Customer's service for a one-hour period (during designated on-peak periods), once per year for Company testing purposes on the first Wednesday in November or, if not possible, at a mutually agreeable time and date, if the Customer's load has not been successfully controlled during a load control event in the previous twelve (12) months. Testing purposes include the testing of the load control equipment to ensure that the load is able to be controlled within the agreed specifications.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ~~EST~~ ET to 10 a.m. ~~EST~~ ET and 6 p.m. ~~EST~~ ET to 10 p.m. ~~EST~~ ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ~~EST~~ ET to 9 p.m. ~~EST~~ ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.653)

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

(Continued from Sheet No. 8.652)

LOAD CONTROL PERIOD:

All hours established by the Company during a monthly billing period in which:

1. the Customer's load is controlled (which includes the operation of the Customer's generation equipment), or
2. the Customer is billed pursuant to the Continuity of Service Provision.

DEMAND:

Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

ON-PEAK DEMAND:

On-Peak Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

MAXIMUM DEMAND:

Maximum Demand shall be the greater of the current month's demand whenever it occurs or the highest demand for the prior twenty-three (23) months. A Customer's Maximum Demand may be re-established to allow for the following adjustments:

1. Demand reduction resulting from the installation of FPL Demand Side Management Measures or FPL Research Project efficiency measures; or

2. Demand reductions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by FPL; or

3. Permanent changes to customer facilities that result in a permanent loss of electric load, including any fuel substitution resulting in permanently reduced electricity consumption, upon verification by FPL.

The re-established Maximum Demand shall be the higher of the actual demand registered in the next billing period following the Customer's written request or the prior Maximum Demand minus the calculated demand reduction. Requests to re-establish the Maximum Demand may be processed up to twice per calendar year when more than one efficiency measure is installed or where the same efficiency measure is installed in phases.

CALCULATION OF FIRM DEMAND AND LOAD CONTROL ON-PEAK DEMAND

There will be two methods of calculating the Customer's Firm On-Peak Demand and Load Control On-Peak Demand, depending on whether a "Firm Demand" or a "Controllable Demand" is designated in the Commercial/Industrial Load Control Program Agreement.

THIS SECTION IS APPLICABLE TO CUSTOMERS DESIGNATING A FIRM DEMAND LEVEL:

FIRM ON-PEAK DEMAND:

The Customer's monthly Firm On-Peak Demand shall be the lesser of the "Firm Demand" level specified in the Customer's Commercial/Industrial Load Control Program Agreement with the Company, or the Customer's highest on-peak demand during the month. The level of "Firm Demand" specified in the Customer's Commercial/Industrial Load Control Program Agreement shall not be exceeded during the periods when the Company is controlling the Customer's load.

(Continued on Sheet No. 8.654)

FLORIDA POWER & LIGHT COMPANY

~~Sixteenth~~Seventeenth Revised Sheet No. 8.654
Cancels ~~Fifteenth~~ Sixteenth Revised Sheet No. 8.654

(Continued from Sheet No. 8.653)

LOAD CONTROL ON-PEAK DEMAND:

Load Control On-Peak Demand shall be the Customer's highest demand for the designated on-peak periods during the month less the Customer's "Firm Demand".

PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS FOR CUSTOMERS DESIGNATING A FIRM DEMAND LEVEL:

Customers notified of a load control event should meet their Firm Demand during periods when the Company is controlling load. However, energy will be made available during control periods if the Customer's failure to meet its Firm Demand is a result of one of the following conditions:

1. Force Majeure events, as defined in the Technical Terms and Abbreviations of the Company Tariff, ~~(see Definitions)~~ which can be demonstrated to the satisfaction of the Company, or

2. maintenance of generation equipment necessary for the implementation of load control which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer (See Special Provisions), or

3. adding firm load that was not previously non-firm load to the Customer's facility, or

4. an event affecting local, state or national security, or

5. an event whose nature requires that space launch activities be placed in the critical mode (requiring a closed-loop configuration of FPL's transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or the USAF Range Safety Officer at Cape Canaveral Air Force Station.

The Customer's energy use (in excess of the "Firm Demand") for the conditions listed above will be billed pursuant to the Continuity of Service Provision. For periods during which power under the Continuity of Service Provision is no longer available, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cent per kilowatt-hour basis) that FPL is purchasing or selling during that period, less the applicable class fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, then the Company will terminate service under this rate schedule as described in TERM OF SERVICE.

If the Customer exceeds the "Firm Demand" during a period when the Company is controlling load for any reason other than those specified above, then the Customer will be:

1. billed the difference between the Firm On-Peak Demand Charge and the Load Control On-Peak Demand Charge for the excess kw for the prior sixty (60) months or the number of months the Customer has been billed under this rate schedule, whichever is less, and

2. billed a penalty charge of $1.37 per kw of excess kw for each month of rebilling.

Excess kw for rebilling and penalty charges is determined by taking the difference between the maximum demand during the Load Control Period and the Customer's "Firm Demand".

(Continued on Sheet No. 8.655)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Third~~Fourth Revised Sheet No. 8.655
Cancels ~~Second~~ Third Revised Sheet No. 8.655

(Continued from Sheet No. 8.654)

THIS SECTION IS APPLICABLE TO CUSTOMERS DESIGNATING A CONTROLLABLE DEMAND LEVEL:

FIRM ON-PEAK DEMAND:

The Customer's monthly Firm On-Peak Demand shall be the On-Peak Demand during the month less the "Controllable Demand" level specified in the Customer's Commercial/Industrial Load Control Program Agreement with the Company.

LOAD CONTROL ON-PEAK DEMAND:

Load Control On-Peak Demand shall be the "Controllable Demand" level specified in the Customer's Commercial/Industrial Load Control Program Agreement with the Company.

PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS FOR CUSTOMERS DESIGNATING A CONTROLLABLE DEMAND LEVEL:

Customers notified of a load control event should achieve the Controllable Demand Level during periods when the Company is controlling load, except under the following conditions:

1. Force Majeure events, as defined in the Technical Terms and Abbreviations of the Company Tariff, ~~(see Definitions)~~ which can be demonstrated to the satisfaction of the Company, or
2. maintenance of generation equipment necessary for the implementation of load control which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer (See Special Provisions), or
3. adding firm load that was not previously non-firm load to the Customer's facility, or
4. an event affecting local, state or national security, or
5. an event whose nature requires that space launch activities be placed in the critical mode (requiring a closed-loop configuration of FPL's transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or the USAF Range Safety Officer at Cape Canaveral Air Force Station.

The Customer's energy use (in excess of the "Firm Demand") for the conditions listed above will be billed pursuant to the Continuity of Service Provision. For periods during which power under the Continuity of Service Provision is no longer available, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cent per kilowatt hour basis) that FPL is purchasing or selling during that period, less the applicable class fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this rate schedule as described in TERM OF SERVICE.

If the Customer does not achieve the Controllable Demand level during a period when the Company is controlling load for any reason other than those specified above, then the Customer will be:

1. billed the difference between the Firm On-Peak Demand Charge and the Load Control On-Peak Demand Charge for the rebilling kw for the prior sixty (60) months or the number of months the Customer has been billed under this rate schedule, whichever is less, and

(Continued on Sheet No. 8.656)

Issued by: ~~S. E. Romig, Director, Rates and Tariffs~~ Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~March 7, 2003~~

FLORIDA POWER & LIGHT COMPANY

Ninth Revised Sheet No. 8.656
Cancels Eighth Revised Sheet No. 8.656

(Continued from Sheet No. 8.655)

2 billed a penalty charge of $1.37 per kw of excess kw for each month of rebilling.

The kw for rebilling and penalty charges is determined by taking the difference between the Controllable Demand and the maximum demand actually reduced during the Load Control Period. The Customer will not be rebilled or penalized twice for the same excess kw in the calculation described above.

As long as the Customer's load reduction from the operation of the control circuit results in a demand during the Load Control Period that is at or below the calculated Firm Demand for that billing period, the Customer will not be required to pay the penalty and rebilling charges.

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a five-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the program is desired.

Service under this Rate Schedule shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide five (5) years' written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Commercial/Industrial Load Control Program Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than five (5) years' written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously controlled Load Control On-Peak Demand and to take interruptible standby service from the Company, the Customer may terminate the Commercial/Industrial Load Control Program Agreement by giving at least thirty (30) days' advance written notice to the Company.

(Continued on Sheet No. 8.657)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: February 1, 2025

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 8.657
Cancels First Revised Sheet No. 8.657

(Continued from Sheet No. 8.656)

If service under this Rate Schedule is terminated for any reason, the Customer will not be rebilled as specified in Charges for Early Termination if:

a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's CILC program is in the best interests of the Customer, the Company and the Company's other customers, or

b. the Customer is required to transfer to another retail rate schedule as a result of Commission Rule 25-6.0438, F.A.C., or

c. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously controlled Load Control On-Peak Demand and to take interruptible standby service from the Company, or

d. any other Customer(s) with demand reduction equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand reduction commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) has (have) the equipment installed and is (are) available to perform load control, or

e. FPL determines that the Customer's MW reduction is no longer needed in accordance with the FPL Numeric Commercial/Industrial Conservation Goals.

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph d. above, but the replacement Customer(s) does(do) become available within twelve (12) months from the date of termination of service under this schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Numeric Commercial/Industrial Conservation Goals, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Load Control Periods which may occur before the replacement Customer(s) became available.

Charges for Early Termination:

In the event that:

a) service is terminated by the Company for any reason(s) specified in this section, or

b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service or a curtailable service rate schedule, or under this schedule with a shift from non-firm load to firm service,

   i) at a different location in the Company's service area, or

   ii) under a different name or different ownership, or

   iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite five (5) years' advance written notice, or

c) the Customer transfers the controllable portion of the Customer's load to "Firm Demand" or to a firm or a curtailable service rate schedule without providing at least five (5) years' advance written notice,

(Continued on Sheet No. 8.658)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: November 15, 2002

FLORIDA POWER & LIGHT COMPANY

~~Ninth~~ Tenth Revised Sheet No. 8.658
Cancels ~~Eighth~~ Ninth Revised Sheet No. 8.658

(Continued on Sheet No. 8.657)

then the Customer will be:

1. rebilled under the otherwise applicable firm or curtailable service rate schedule for the shorter of (a) the prior sixty (60) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and

2. billed a penalty charge of $1.37 per kw times the number of months rebilled in No. 1 above times the highest Load Control On-Peak Demand occurring during the current month or the prior twenty-three (23) months.

SPECIAL PROVISIONS:

1. Control of the Customer's load shall be accomplished through the Company's load management systems by use of control circuits connected directly to the Customer's switching equipment or the Customer's load may be controlled by use of an energy management system where the firm demand or controllable demand level can be established or modified only by means of joint access by the Customer and the Company.

2. The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or removing Company-owned load control equipment.

3. It shall be the responsibility of the Customer to determine that all electrical equipment to be controlled is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.

4. The Company is not required to install load control equipment if the installation cannot be economically justified.

5. Billing under this schedule will commence after the installation, inspection and successful testing of the load control equipment.

6. Maintenance of generation equipment necessary for the implementation of load control will not be scheduled during periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service customers.

CONTINUITY OF SERVICE PROVISION:

In order to minimize the frequency and duration of interruptions or requests that the Customer operate its backup generation equipment, the Company will attempt to obtain reasonably available additional capacity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Customers during a capacity shortage; in other words, the Company is not obligated to account for, or otherwise reflect in its generation planning and construction, the possibility of providing capacity and/or energy under this Continuity of Service Provision. The Company shall not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur in the event Company is unable to obtain reasonably available additional capacity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested. Any non-firm customers so electing to receive capacity and/or energy which enable(s) the Company to continue service to the Customer's non-firm loads during these period s will be subject to the additional charges set forth below.

(Continued on Sheet No. 8.659)

FLORIDA POWER & LIGHT COMPANY

~~Third~~ Fourth Revised Sheet No. 8.659
Cancels ~~Second~~ Third Revised Sheet No. 8.659

(Continued from Sheet No. 8.658)

In the event a Customer elects not to have its non-firm load interrupted pursuant to this Schedule, the Customer shall pay, in addition to the normal charges provided hereunder, a charge reflecting the additional costs incurred by the Company in continuing to provide service, less the applicable class fuel charge for the period during which the load would otherwise have been controlled (see Sheet No. 8.030). This incremental charge shall apply to the Customer for all consumption above the Customer's Firm Demand during the time in which the non-firm load would otherwise have been controlled. If, for any reason during such period, this capacity and/or energy is (are) no longer available or cannot be accommodated by the Company's system, the terms of this Continuity of Service Provision will cease to apply and interruptions will be required for the remainder of such period unless energy use is for one of the conditions outlined under "Provisions for Energy Use During Control Periods". The Company will not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur as a result of any such interruptions.

Any customer served under this rate schedule may elect to minimize the interruptions through the procedure described above. The initial election must be made in the Commercial/Industrial Load Control Program Agreement. Any adjustment or change to the election must be provided to the Company with at least 24 hours' written notice (not including holidays and weekends) and must be by mutual agreement, in writing, between the Customer and the Company. In such case, the written notice will replace any prior election with regard to this Continuity of Service Provision.

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(s) of this schedule and said, "General Rules and Regulations for Electric Service", the provision(s) of this schedule shall apply.

DEFINITIONS:

Generating Capacity Emergency:

A Generating Capacity Emergency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including purchased power, to supply its firm load obligations.

~~Force Majeure:~~

~~Force Majeure for the purposes of this schedule means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.~~

Backup Generation Equipment:

Backup generation equipment shall be Customer-provided generation equipment and switch gear. This generation equipment will be utilized for emergency purposes, including periods when the Company is controlling load.

Issued by: ~~S. E. Romig, Director, Rates and Tariffs~~ Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~November 15, 2002~~

FLORIDA POWER & LIGHT COMPANY

~~Twenty-Sixth~~ Twenty-Seventh Revised Sheet No. 8.680
Cancels ~~Twenty-Fifth~~ Twenty-Sixth Revised Sheet No. 8.680

COMMERCIAL/INDUSTRIAL DEMAND REDUCTION RIDER (CDR)
(OPTIONAL)

AVAILABLE:

In all areas served. Available to any commercial or industrial customer receiving service under Rate Schedules GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT through the execution of a Commercial/Industrial Demand Reduction Rider Agreement in which the load control provisions of this rider can feasibly be applied.

LIMITATION OF AVAILABILITY:

This Rider may be modified or withdrawn subject to determinations made under Commission Rules 25-17.0021(4), F.A.C., Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

APPLICATION:

For electric service provided to any commercial or industrial customer receiving service under Rate Schedule GSD-1, GSDT-1,GSLD-1,GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT who as a part of the Commercial/Industrial Demand Reduction Rider Agreement between the Customer and the Company, agrees to allow the Company to control at least 200 kW of the Customer's load, or agrees to operate Backup Generation Equipment (see Definitions) and designate (if applicable) additional controllable demand to serve at least 200 kW of the Customer's own load during periods when the Company is controlling load. A Customer shall enter into a Commercial/Industrial Reduction Demand Rider Agreement with the Company to be eligible for this Rider. To establish and maintain qualification for this Rider, the Customer must have had a Utility Controlled Demand during the summer Controllable Rating Period (April 1 through October 31) for at least three out of seven months of at least 200 kW greater than the Firm Demand level specified in Section 4 of the Commercial/Industrial Demand Reduction Rider Agreement. The Utility Controlled Demand shall not be served on a firm service basis until service has been terminated under this Rider.

LIMITATION OF SERVICE:

Customers participating in the General Service Load Management Program (FPL "Business On Call" Program) or Economic Development programs are not eligible for this Rider.

MONTHLY RATE:

All rates and charges under Rate Schedules GSD-1, GSDT-1,GSLD-1,GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3,HLFT shall apply. In addition, the applicable Monthly Administrative Adder and Utility Controlled Demand Credit shall apply.

MONTHLY ADMINISTRATIVE ADDER:

Rate Schedule	Adder
GSD-1	$~~152.10~~168.59
GSDT-1, HLFT (25-499 kW)	$~~152.10~~168.59
GSLD-1, GSLDT-1, HLFT (500-1,999 kW)	$~~208.29~~230.31
GSLD-2, GSLDT-2, HLFT (2,000 kW or greater)	$~~86.18~~95.36
GSLD-3, GSLDT-3	$~~262.29~~290.70

UTILITY CONTROLLED DEMAND CREDIT:

A monthly credit of ($~~8.76~~9.75) per kW is allowed based on the Customer's Utility Controlled Demand.

UTILITY CONTROLLED DEMAND:

The Utility Controlled Demand for a month in which there are no load control events during the Controllable Rating Period shall be the sum of the Customer's kWh usage during the hours of the applicable Controllable Rating Period, divided by the total number of hours in the applicable Controllable Rating Period, less the Customer's Firm Demand.

In the event of Load Control occurring during the Controllable Rating Period, the Utility Controlled Demand shall be the sum of the Customer's kWh usage during the hours of the applicable Controllable Rating Period less the sum of the Customer's kWh usage during the Load Control Period, divided by the number of non-load control hours occurring during the applicable Controllable Rating Period, less the Customer's Firm Demand.

(Continued on Sheet No. 8.681)

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Effective: ~~February 1, 2025~~

~~Third~~ Fourth Revised Sheet No. 8.681
FLORIDA POWER & LIGHT COMPANY
Cancels ~~Second~~Third Revised Sheet No. 8.681

(Continued from Sheet No. 8.680)

CONTROLLABLE RATING PERIODS:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ~~EST~~ ET to 9 a.m. ~~EST~~ ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 3 p.m. ~~EST~~ ET to 6 p.m. ~~EST~~ ET excluding Memorial Day, Independence Day, and Labor Day.

FIRM DEMAND:

The Customer's monthly Firm Demand shall be the lesser of the "Firm Demand" level specified in the Commercial/Industrial Demand Reduction Rider Agreement with the Company, or the Customer's maximum demand during the applicable Controllable Rating Period. The level of "Firm Demand" specified in the Commercial/Industrial Demand Reduction Rider Agreement shall not be exceeded during the periods when the Company is controlling the Customer's load.

LOADCONTROL:

Control Condition:

The Customer's controllable load served under this Rider is subject to control when such control alleviates any emergency conditions or capacity shortages, either power supply or transmission, or whenever system load, actual or projected, would otherwise require the peaking operation of the Company's generators. Peaking operation entails taking base loaded units, cycling units or combustion turbines above the continuous rated output, which may overstress the generators.

Frequency: The Control Conditions will typically result in less than fifteen (15) Load Control Periods per year and will not exceed twenty-five (25) Load Control Periods per year. Typically, the Company will not initiate a Load Control Period within six (6) hours of a previous Load Control Period.

Notice: The Company will provide one (1) hour's advance notice or more to a Customer prior to controlling the Customer's controllable load. Typically, the Company will provide advance notice of four (4) hours or more prior to a Load Control Period. Such notice will be by electronic, written or oral. The Company shall not be responsible for the Customer's failure to receive or act upon such notice.

Duration: The duration of a single Load Control Period will typically be three (3) hours and will not exceed six (6) hours.

In the event of an emergency, such as a Generating Capacity Emergency (see Definitions) or a major disturbance, greater frequency, less notice, or longer duration than listed above may occur. If such an emergency develops, the Customer will be given 15 minutes' notice. Less than 15 minutes' notice may only be given in the event that failure to do so would result in loss of power to firm service customers or the purchase of emergency power to serve firm service customers. The Customer agrees that the Company will not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur as a result of providing no notice or less than one (1) hour notice.

Customer Responsibility:

Upon the successful installation of the load control equipment, a test of this equipment will be conducted as specified in the Commercial/ Industrial Demand Reduction Demand Rider Agreement. Testing will be conducted at a mutually agreeable time and date. This time and date shall typically be within the Controllable Rating Period unless otherwise agreed by the Company.

The Customer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically control the Customer's load, as specified in the Commercial/Industrial Demand Reduction Rider Agreement.

The Company will control the controllable portion of the Customer's service for a one-hour period (typically within the Controllable Rating Periods) once per year for Company testing purposes on the first Wednesday in November or, if not possible, at a mutually agreeable time and date, if the Customer's load has not been successfully controlled during a load control event in the previous twelve (12) months. Testing purposes include the testing of the load control equipment to ensure that the load is able to be controlled within the agreed specifications.

LOAD CONTROL PERIOD:

All hours established by the Company during a monthly billing period in which:

1. the Customer's load is controlled, or
2. the Customer is billed pursuant to the Continuity of Service Provision.

(Continued on Sheet No. 8.682)

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

~~Eighteenth~~ Nineteenth Revised Sheet No. 8.682
Cancels ~~Seventeenth~~ Eighteenth Revised Sheet No. 8.682

(Continued from Sheet No. 8.681)

PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS:

Customers notified of a load control event should not exceed their Firm Demand during periods when the Company is controlling load. However, electricity will be made available during control periods if the Customer's failure to meet its Firm Demand is a result of one of the following conditions:

1. Force Majeure events, as defined in the Technical Terms and Abbreviations of the Company Tariff, ~~(see Definitions)~~ which can be demonstrated to the satisfaction of the Company, or
2. maintenance of generation equipment necessary for the implementation of load control which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer (See Special Provisions), or
3. adding firm load that was not previously non-firm load to the Customer's facility, or
4. an event affecting local, state or national security, or
5. an event whose nature requires that space launch activities be placed in the critical mode (requiring a closed-loop configuration of FPL's transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or the USAF Range Safety Officer at Cape Canaveral Air Force Station.

The Customer's energy use (in excess of the Firm Demand) for the conditions listed above will be billed pursuant to the Continuity of Service Provision. For periods during which power under the Continuity of Service Provision is no longer available, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cent per kilowatt-hour basis) that FPL is purchasing or selling during that period, less the applicable class fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this rider as described in TERM OFSERVICE.

If the Customer exceeds the Firm Demand during a period when the Company is controlling load for any reason other than those specified above, then the Customer will be:

1. billed a ~~$8.769~~.75 charge per ~~Kw~~ kW of excess ~~Kw~~ kW for the prior sixty (60) months or the number of months the Customer has been billed under this rider, whichever is less, and
2. billed a penalty charge of $1.30 per ~~Kw~~ kW of excess ~~Kw~~ kW for each month of rebilling.

Excess ~~Kw~~ kW for rebilling and penalty charges is determined by taking the difference between the Customer's kWh usage during the load control period divided by the number of hours in the load control period and the Customer's "Firm Demand". The Customer will not be rebilled or penalized twice for the same excess ~~Kw~~ kW in the calculation described above.

(Continued on Sheet No. 8.683)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.683
Cancels Original Sheet No. 8.683

(Continued from Sheet No. 8.682)

TERM OF SERVICE:

During the first year of service under this Rider, the Customer will determine whether or not this Rider is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rider for the life of the generating unit which has been avoided by the Rider. There is, however, a five-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rider should there be circumstances under which the termination of the Customer's participation or the Company's offering of this Rider is desired.

Service under this Rider shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination.

The Company may terminate service under this Rider at any time for the Customer's failure to comply with the terms and conditions of this Rider or the Commercial Industrial Demand Reduction Rider Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rider at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly credits under this Rider and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Termination of this Rider, with less than five (5) years' written notice, for which the Customer would qualify, may be permitted if it can be shown that such termination is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously Utility Controlled Demand and to take interruptible standby service from the Company, the Customer may terminate the Commercial Industrial Demand Reduction Agreement by giving at least thirty (30) days' advance written notice to the Company.

If service under this Rider is terminated for any reason, the Customer will not be rebilled as specified in Charges for Early Termination if:

a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Commercial/Industrial Demand Reduction Rider is in the best interests of the Customer, the Company and the Company's other customers, or
b. the Customer is required to terminate this Rider as a result of Commission Rule 25-6.0438, F.A.C., or a Commission decision pursuant to this rule, or
c. the termination of service under this Rider is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously utility controlled load and to take interruptible standby service from the Company, or
d. any other Customer(s) with demand reduction equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this Rider and the MW demand reduction commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) has (have) the equipment installed and is (are) available to perform load control, or
e. FPL determines that the Customer's MW reduction is no longer needed in accordance with the FPL Numeric Commercial/Industrial Conservation Goals.

(Continued on Sheet No. 8.684)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: November 15, 2002

FLORIDA POWER & LIGHT COMPANY

~~Fourteenth~~Fifteenth Revised Sheet No. 8.684
Cancels ~~Thirteenth~~ Fourteenth Revised Sheet No. 8.684

(Continued from Sheet No. 8.683)

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph d. above, but the replacement Customer(s) does(do) become available within twelve (12) months from the date of termination of service under this Rider or FPL later determines that there is no need for the MW reduction in accordance with the FPL Numeric Commercial/Industrial Conservation Goals, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any load control periods which may occur before there placement Customer(s) became available.

Charges for Early Termination:

In the event that:

a) service is terminated by the Company for any reason(s) specified in this section, or

b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service or a curtailable service rate schedule, or under this rider with a shift from non-firm load to firm service,

   i) at a different location in the Company's service area, or

   ii) under a different name or different ownership, or

   iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite five (5) years' advance written notice, or

c) the Customer transfers the controllable portion of the Customer's load to "Firm Demand" or to a firm or a curtailable service rate schedule without providing at least five (5) years' advance written notice,

then the Customer will be:

1. rebilled $~~8.769~~.75 per ~~Kw~~ kW of Utility Controlled Demand for the shorter of (a) the most recent prior sixty (60) months during which the Customer was billed for service under this Rider, or (b) the number of months the Customer has been billed under this Rider, and

2. billed a penalty charge of $1.30 per ~~Kw~~kW of Utility Controlled Demand times the number of months rebilled in No. 1 above.

SPECIAL PROVISIONS:

1. Control of the Customer's load shall be accomplished through the Company's load management systems by use of control circuits connected directly to the Customer's switching equipment or the Customer's load may be controlled by use of an energy management system where the firm demand level can be established or modified only by means of joint access by the Customer and the Company.

2. The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or removing Company-owned load control equipment.

3. It shall be the responsibility of the Customer to determine that all electrical equipment to be controlled is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.

4. The Company is not required to install load control equipment if the installation cannot be economically justified.

5. Credits under this Rider will commence after the installation, inspection and successful testing of the load control equipment.

6. Maintenance of equipment (including generators) necessary for the implementation of load control will not be scheduled during periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service customers.

(Continued on Sheet No. 8.685)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~First~~Second Revised Sheet No. 8.685
Cancels ~~Original~~ First Revised Sheet No. 8.685

(Continued from Sheet No. 8.684)

CONTINUITY OF SERVICE PROVISION:

In order to minimize the frequency and duration of interruptions, the Company will attempt to obtain reasonably available additional capacity and/or energy during periods for which interruptions may be requested. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Customers during a capacity shortage; in other words, the Company is not obligated to account for, or otherwise reflect in its generation planning and construction, the possibility of providing capacity and/or energy under this Continuity of Service Provision. The Company shall not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur in the event Company is unable to obtain reasonably available additional capacity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested. Any non-firm customers so electing to receive capacity and/or energy which enable(s) the Company to continue service to the Customer's non-firm loads during these periods will be subject to the additional charges set forth below.

In the event a Customer elects not to have its non-firm load interrupted pursuant to this Rider, the Customer shall pay, in addition to the normal charges provided hereunder, a charge reflecting the additional costs incurred by the Company in continuing to provide service, less the applicable class fuel charge for the period during which the load would otherwise have been controlled (see Sheet No. 8.030). This incremental charge shall apply to the customer's non-firm load for all consumption above the Customer's Firm Demand during the time in which the non-firm load would otherwise have been controlled. If, for any reason during such period, this capacity and/or energy is (are) no longer available or cannot be accommodated by the Company's system, the terms of this Continuity of Service Provision will cease to apply and interruptions will be required for the remainder of such period unless energy use is for one of the conditions outlined under "Provisions for Energy Use During Control Periods". The Company will not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur as a result of any such interruptions.

Any customer served under this Rider may elect to minimize the interruptions through the procedure described above. The initial election must be made in the Commercial/Industrial Demand Reduction Agreement. Any adjustment or change to the election must be provided to the Company with at least 24 hours' written notice (not including holidays and weekends) and must be by mutual agreement, in writing, between the Customer and the Company. In such case, the written notice will replace any prior election with regard to this Continuity of Service Provision.

RULES AND REGULATIONS:

Service under this rider 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(s) of this rider and said "General Rules and Regulations for Electric Service", the provision(s) of this rider shall apply.

DEFINITIONS:

Generating Capacity Emergency:
A Generating Capacity Emergency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including purchased power, to supply its firm load obligations.

~~Force Majeure:~~
~~Force Majeure for the purposes of this rider means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.~~

Backup Generation Equipment:
Backup generation equipment shall be Customer-provided generation equipment and switch gear. This generation equipment will be utilized for emergency purposes, including periods when the Company is controlling load.

Issued by: ~~S. E. Romig, Director, Rates and Tariffs~~ Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~November 15, 2002~~

First Revised Sheet No. 8.686

FLORIDA POWER & LIGHT COMPANY

Cancels Original Sheet No. 8.686

~~CURTAILABLE LOAD LIMITED AVAILABILITY EXPERIMENTAL RIDER~~
~~(OPTIONAL RIDER (CL) / CLOSED SCHEDULE)~~

~~AVAILABLE:~~

~~Available to Customers that had executed a Curtailable Load Service Agreement with the company on or before December 31, 2021 and had committed to a minimum Non- Firm Demand of 4,000 kW. Service under this rate schedule is subject to installation of equipment necessary for implementation.~~

~~This Rider will be closed to further subscription.~~

~~LIMITATION OF AVAILABILITY:~~

~~This Rider may be modified or withdrawn subject to determinations made under Commission Rules 25-17.0021(4), F.A.C., Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.~~

~~APPLICATION:~~

~~This Rider is applicable to any Customer whose actual measured demand through one or more accounts is not less than 4,000 kW during the previous 12 months and who maintains an annual load factor of not less than sixty percent (60%). Multiple accounts may be combined to meet the demand and load factor requirements provided the demand response is coordinated from a single location and a single point of contact is provided to the Company for notification. Participating Customers are required to execute a Curtailable Load Service Agreement with the Company.~~

~~This Rider is also applicable only to premises at which an interruption of electric service will primarily affect only the Customer, its employees, agents, lessees, tenants or business guests, and will not significantly affect members of the general public, nor interfere with functions performed for the protection of public health or safety unless adequate on-site backup generation is available.~~

~~This Rider is offered in conjunction with the rates, terms, and conditions of the rate schedule under which the Customer takes service and affects the total bill only to the extent that the rates, terms, and conditions under this Rider differ from the rates, terms, and conditions of such rate schedule.~~

~~LIMITATION OF SERVICE:~~

~~Customers participating in the General Service Load Management Program (FPL "Business On Call" Program) are not eligible for this Rider.~~

~~MONTHLY RATE:~~

~~All rates and charges under Rate Schedules GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, HLFT shall apply.~~

~~UTILITY CONTROLLED DEMAND:~~

~~The Utility Controlled Demand for a month in which there are no load control events during the Controllable Rating Period shall be the sum of the Customer's kWh usage during the hours of the applicable Controllable Rating Period, divided by the total number of hours in the applicable Controllable Rating Period, less the Customer's Firm Demand.~~

~~In the event of Load Control occurring during the Controllable Rating Period, the Utility Controlled Demand shall be the sum of the Customer's kWh usage during the hours of the applicable Controllable Rating Period less the sum of the Customer's kWh usage during the Load Control Period, divided by the number of non-load control hours occurring during the applicable Controllable Rating Period, less the Customer's Firm Demand.~~

~~(Continued on Sheet No. 8.687)~~RESERVED FOR FUTURE USE

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

First Revised Sheet No. 8.687

FLORIDA POWER & LIGHT COMPANY

Cancels Original Tariff Sheet No. 8.687

~~(Continued from Sheet No.8.686)~~

~~CONTROLLABLE RATING PERIODS:~~

~~A curtailment period may be designated by the Company when Non-Firm Demand curtailment is necessary to alleviate any conditions that could lead to the interruption of power supply in the NEE Balancing Area, a local area or a region. Such conditions include, but are not limited to, those where curtailment is necessary to prevent capacity or energy emergencies and avert potential widespread power outages, facility overloads or voltage collapse. The curtailment period designation will follow Company-applicable NERC, regional, state, public service commission or local standards or guidelines. Typically, the Company will provide advance notice of 30 minutes or more prior to a curtailment period. If requested, the Company will respond to inquiries from the Customer regarding a curtailment period and provide requested information regarding the event to the extent such information is not confidential, proprietary, or non-public transmission information.~~

~~COMPLIANCE INCENTIVE:~~

~~The Company may terminate service under this Rider at any time for the Customer's failure to comply with the terms and conditions of this Rider or the Curtailable Load Service Agreement. In such event, the Company shall be entitled to immediately suspend future monthly credits under this Rider and bill the Customer for the total value of the credits received during the lesser of: (i) the prior 60 months; (ii) the number of months which have elapsed since the occurrence of the most recent curtailment period; or (iii) the number of months which have elapsed since the Customer began service under this Rider.~~
~~An incident of non-compliance will be considered to have occurred if the Customer's maximum integrated thirty (30) minute demand to the nearest kilowatt (kW) during a curtailment period or test period is greater than the Firm Demand.~~

~~DETERMINATION OF FIRM DEMAND AND NON-FIRM DEMAND:~~

~~Firm Demand is defined as the amount of demand that the Customer's measured demand cannot exceed during a curtailment period or test period.~~

~~Non-Firm Demand is defined as the amount of demand that the Customer agrees to reduce during a curtailment period or test period.~~

~~The Customer's Firm Demand and Non-Firm Demand shall be established in the Curtailable Load Service Agreement with the Company. The sum of a Customer's Firm Demand and Non-Firm Demand shall not exceed the Customer's maximum measured demand. If the sum of a Customer's Firm Demand and Non-Firm Demand exceeds the Customer's maximum measured demand during a year, the Non-Firm Demand for the following year will be reduced by the difference. The contracted Firm and Non-Firm Demand may be adjusted proactively by mutual agreement of the Customer and the Company.~~

~~CREDIT:~~

~~Monthly credits will be paid to the Customer based on the product of the Non-Firm Demand and Credit Value as specified in the Curtailable Load Service Agreement. Should the sum of a Customer's Firm Demand and Non-Firm Demand exceed the Customer's maximum measured demand during a year, the subsequent monthly credits for the following year will be reduced by the difference between the sum of the Customer's Non-Firm Demand and Firm Demand and the Customer's maximum measured demand for the prior year multiplied by the Credit Value~~

RESERVED FOR FUTURE USE

~~(Continued on Sheet No. 8.688)~~

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First Revised Sheet No. 8.688

FLORIDA POWER & LIGHT COMPANY

Cancels Original Tariff Sheet No. 8.688

~~(Continued from Sheet No.8.687)~~

~~DEMONSTRATION PERIOD:~~

~~Prior to the Customer taking service under this Rider, the Customer must demonstrate their ability to reduce their electrical demand to a level equal to, or below, their Firm Demand as specified in the Curtailable Load Service Agreement. The Customer will be notified 30 minutes prior to the required demonstration period. The demonstration period will occur within 30 days of the Company being notified by the Customer that it wishes to take service under this Rider. The demonstration will be for a period of no more than two consecutive hours.~~

~~SPECIAL PROVISIONS~~

~~1. Service under this Rider is not available to a Customer whose premises are designated by one or more governmental agencies for use as a public shelter during a natural disaster and/or a declared state of emergency.~~
~~2. Credits under this Rider shall commence after the successful demonstration of demand reduction by the Customer as determined by the Company.~~
~~3. The Company reserves the right to test the Customer's ability to comply with the provisions of this Rider for a one hour test period if there has not been a curtailable period or demonstration period for the Customer during the previous 12 months. These test periods will not be considered curtailable periods.~~
~~4. If the Customer terminates participation prior to the expiration of their full contract term, the Customer will not be allowed to participate in this program for two subsequent years.~~
~~5. Customers taking service under negotiated contracts may participate in Rider CL provided that such participation is explicitly permitted in the Customer's executed contract.~~

~~TERM OF SERVICE:~~

~~Service under this Rider requires a Curtailable Load Service Agreement having a term of 10 years beyond the anticipated in-service date of the Company's Avoided Unit or Resource. Customers may terminate their Curtailable Load Service Agreement without penalty or liability by providing the Company with at least five (5) years advanced written notice. In such event, the Curtailable Load Service Agreement will automatically terminate on the day following the fifth anniversary of the date of the Customer's termination notice.~~

~~If the Customer ceases taking service under the Rider prior to the expiration of the full contract term and without the required advanced written notification, the Company will bill the Customer for the total value of the credits received during a period equal to the lesser of: (i) the prior 60 months; (ii) the number of months which have elapsed since the occurrence of the most recent curtailment period; or (iii) the number of months which have elapsed since the Customer began service under this Rider.~~

~~Service under this Rider is subject to Rules and Regulations of the Company and the Florida Public Service Commission.~~

~~RULES AND REGULATIONS:~~

~~Service under this rider 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(s) of this rider and said "General Rules and Regulations for Electric Service", the provision(s) of this rider shall apply.~~

~~DEFINITIONS:~~

~~Generating Capacity Emergency:~~
~~A Generating Capacity Emergency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including purchased power, to supply its firm load obligations.~~

~~Force Majeure:~~
~~Force Majeure for the purposes of this rider means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.~~

~~Backup Generation Equipment:~~
~~Backup generation equipment shall be Customer-provided generation equipment and switch gear. This generation equipment will be utilized for emergency purposes, including periods when the Company is controlling load.~~ RESERVED FOR FUTURE USE

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

~~Fifteenth~~ Sixteenth Revised Sheet No. 8.715
Cancels ~~Fourteenth~~ Fifteenth Revised Sheet No. 8.715

STREET LIGHTING
(Closed Schedule)

RATE SCHEDULE: SL-1

AVAILABLE:

In all areas served.

APPLICATION:

For lighting streets and roadways, whether public or private, which are thoroughfares for normal flow of vehicular traffic. Lighting for other applications such as: municipally and privately-owned parking lots; parks and recreational areas; or any other area not expressly defined above, is not permitted under this schedule except for lighting in such an application that was already under this schedule prior to July 9, 1992. Lamp replacement and energy-only service is available to existing customer facilities taking service under this rate prior to January 1, 2017. All other services will be applicable to Customers who were active prior to January 1, 2022.

TYPE OF INSTALLATION:

FPL-owned fixtures normally will be mounted on poles of FPL's existing distribution system and served from overhead wires. On request of the Customer, FPL will provide special poles or underground wires at the charges specified below. Customer-owned systems will be of a standard type and design, permitting service and lamp replacement at no abnormal cost to FPL. All modifications on existing Customer-owned energy-only or re-lamp lights or new Customer-owned circuits to metered under SL-1M Street Lighting Metered Service tariff.

SERVICE:

Service includes lamp renewals, patrol, energy from dusk each day until dawn the following day and maintenance of FPL-owned Street Lighting Systems.

LIMITATION OF SERVICE:

For Mercury Vapor, Fluorescent and Incandescent luminaires, no additions or changes in specified lumen output on existing installations will be permitted under this schedule after October 4, 1981 except where such additional lights are required in order to match existing installations.

Existing Company owned non-LED fixtures such as high-pressure sodium vapor (HPSV), mercury vapor or metal halide luminaires permitted in closed tariffs prior to January 1, 2022 will be considered legacy fixtures. Service will remain as lamp renewals and fixture replacement until such time when the Company decides to no longer make available. As non-LED fixture inventory becomes unavailable, customers may terminate service or accept replacements as LED under the LT-1 tariff. Customers that accept replacements must enter into a new agreement. The Company will communicate a plan to replace non-LED fixtures with LED fixtures at current applicable rates. This schedule will be terminated on December 31, 2029.

Stand-by or resale service is not permitted hereunder.

CUSTOMER CONTRIBUTIONS:

A Contribution-in-Aid-of-Construction (CIAC) will be required for:

a) the differential cost between employing rapid construction techniques in trenching, backfilling and pole installation work where no obstructions exist, and the added cost to overcome obstructions such as sprinkler systems, paved surfaces (such as sidewalks, curbs, gutters, and roadways), landscaping, sodding and other obstructions encountered along the Street Light System installation route, including repair and replacement. If the Customer elects to perform work such as trenching and restoration, they will be reimbursed by FPL with a credit (not to exceed the total CIAC cost) for the value of this work as determined by FPL;

b) the installation cost of any new overhead distribution facilities and/or the cost of alterations to existing distribution facilities which are required in order to serve the Street Lighting System less four (4) times the additional annual non-fuel energy revenue generated by the installation or alteration of the Street Lighting System, plus where underground facilities are installed, the differential installation cost between underground and overhead distribution facilities.

(Continued on Sheet No. 8.716)

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Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

~~Forty-Fourth~~ Forty-Fifth Revised Sheet No. 8.716
Cancels ~~Forty-Third~~ Forty-Fourth Revised Sheet No. 8.716

(Continued from Sheet No. 8.715)

These costs shall be paid by the Customer prior to the initiation of any construction work by FPL. The Customer shall also pay any additional costs associated with design modification s requested after the original estimate has been made.

REMOVAL OF FACILITIES:

If Street Lighting facilities are removed by either Customer request or termination or breach of the agreement, the Customer shall pay FPL an amount equal to the original installed cost of the removed facilities less any salvage value and any depreciation (based on current depreciation rates as approved by the Florida Public Service Commission) plus removal cost.

MONTHLY RATE:

Luminaire Type	Lamp Size Initial Lumens / Watts		kWh/Mo. Estimate	Charge for FPL-Owned Unit ($) Fixtures	Maintenance	Energy Non-Fuel **	Total ***	Charge for Customer-Owned Unit ($) **** Relamping/ Energy	Energy Only
High Pressure Sodium Vapor	6,300	70	29	~~$5.38~~6.05	~~$2.19~~2.46	~~$1.00~~1.12	~~$8.57~~9.63	~~$3.20~~3.58	~~$1.00~~1.12
" "	9,500	100	41	~~$4.99~~5.61	~~$2.20~~2.48	~~$1.42~~1.58	~~$8.61~~9.67	~~$3.62~~4.06	~~$1.42~~1.58
" "	16,000	150	60	~~$5.14~~5.78	~~$2.23~~2.51	~~$2.08~~2.32	~~$9.45~~10.61	~~$4.32~~4.83	~~$2.08~~2.32
" "	22,000	200	88	~~$7.80~~8.78	~~$2.85~~3.21	~~$3.04~~3.40	~~$13.69~~15.39	~~$5.88~~6.61	~~$3.04~~3.40
" "	50,000	400	168	~~$7.88~~8.87	~~$2.84~~3.20	~~$5.81~~6.49	~~$16.53~~18.56	~~$8.66~~9.69	~~$5.81~~6.49
" "	27,500	250	116	~~$8.29~~9.33	~~$3.09~~3.48	~~$4.01~~4.48	~~$15.39~~17.29	~~$7.10~~7.96	~~$4.01~~4.48
" "	140,000	1,000	411	~~$12.47~~14.03	~~$5.56~~6.26	~~$14.22~~15.88	~~$32.25~~36.17	~~$19.78~~22.14	~~$14.22~~15.88
Mercury Vapor	6,000	140	62	~~$3.88~~4.37	~~$1.95~~2.19	~~$2.14~~2.40	~~$7.97~~8.96	~~$4.10~~4.59	~~$2.14~~2.40
" "	8,600	175	77	~~$3.95~~4.44	~~$1.95~~2.19	~~$2.66~~2.97	~~$8.56~~9.60	~~$4.61~~5.16	~~$2.66~~2.97
" "	11,500	250	104	~~$6.57~~7.39	~~$2.83~~3.18	~~$3.60~~4.02	~~$13.00~~14.59	~~$6.97~~7.20	~~$3.60~~4.02
" "	21,500	400	160	~~$6.54~~7.36	~~$2.79~~3.14	~~$5.53~~6.18	~~$14.86~~16.68	~~$8.95~~9.32	~~$5.53~~6.18

** The non-fuel energy charge is ~~3.459~~3.863¢ per kWh.
*** Bills rendered based on "Total" charge. Unbundling of charges is not permitted.
**** New customer-owned facilities are closed to this rate effective January 1, 2017.

Charges for other FPL-owned facilities:

Wood pole used only for the streetlighting system	~~$6.03~~6.67
Concrete pole used only for the street lighting system	~~$8.25~~9.13
Fiberglass pole used only for the streetlighting system	~~$9.74~~10.78
Steel pole used only for the street lighting system	~~$8.25~~9.13
Underground conductors not under paving	~~4.935~~5.462¢ per foot
Underground conductors under paving	~~12.054~~13.342¢ per foot

The Underground conductors under paving charge will not apply where a CIAC is paid pursuant to section "a)" under "Customer Contributions." The Underground conductors not under paving charge will apply in these situations.

SPECIAL PROVISION:

Where the Company provides facilities other than those listed above, the monthly charges, as applicable shall be computed as follows:

Facilities Charge: ~~1.28~~1.25% of the Company's average installed cost of the pole, light fixture, or both.

Maintenance Charge: FPL shall use the maintenance charges in this tariff for fixtures that fall under the special provision based on wattage. If a special provision fixture falls between two wattages, the maintenance charge will be averaged between two existing wattages.

Non-Fuel Energy Charge: ~~3.459~~3.863¢/kWh

(Continued on Sheet No. 8.717)

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Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Thirty-Third~~ Thirty-Fourth Revised Sheet No. 8.717
Cancels ~~Thirty-Second~~ Thirty-Third Revised Sheet No. 8.717

(Continued from Sheet No. 8.716)

On Customer-owned Street Lighting Systems, where Customer contracts to relamp at no cost to FPL, the Monthly Rate for non-fuel energy shall be ~~3.459~~3.863¢ per kWh of estimated usage of each unit plus adjustments. On Street Lighting Systems, where the Customer elects to install Customer-owned monitoring systems, the Monthly Rate for non-fuel energy shall be ~~3.459~~3.863¢ per kWh of estimated usage of each monitoring unit plus adjustments. The minimum monthly kWh per monitoring device will be 1 kilowatt-hour per month, and the maximum monthly kWh per monitoring device will be 5 kilowatt-hours per month.

During the initial installation period:
Facilities in service for 15 days or less will not be billed;
Facilities in service for 16 days or more will be billed for a full month.

WILLFUL DAMAGE:

Upon the **second** occurrence of willful damage to any FPL-owned facilities, the Customer will be responsible for the cost incurred for repair or replacement. If the lighting fixture is damaged, based on prior written instructions from the Customer, FPL will:

a) Replace the fixture with a shielded cutoff cobra head. The Customer shall pay $280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed after the first occurrence, the Customer shall only pay the $280.00 cost of the shield; or

b) Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the costs specified under "Removal of Facilities"; or

c) Terminate service to the fixture.

Option selection shall be made by the Customer in writing and apply to all fixtures which FPL has installed on the Customer's behalf. Selection changes may be made by the Customer at any time and will become effective ninety (90) days after written notice is received.

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the fuel charges associated with the fixtures that are turned off.

TERM OF SERVICE:

Initial term of ten (10) years with automatic, successive five (5) year extensions unless terminated in writing by either FPL or the Customer at least ninety (90) days prior to the current term's expiration.

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.

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Effective: ~~**February 1, 2025**~~

FLORIDA POWER & LIGHT COMPANY

~~Thirteenth~~ Fourteenth Revised Sheet No. 8.718
Cancels ~~Twelfth~~ Thirteenth Revised Sheet No. 8.718

STREET LIGHTING METERED SERVICE

RATE SCHEDULE: SL-1M

AVAILABLE:

In all areas served.

APPLICATION:

For customer-owned lighting of streets and roadways, whether public or private, which are thoroughfares for normal flow of vehicular traffic. Lighting for other applications such as: municipally and privately-owned parking lots; parks and recreational areas; or any other area not expressly defined above, is not permitted under this schedule.

SERVICE:

Single phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder. This service is specific for only customer owned roadway or area lighting. The Company will determine at its discretion a single point of service at the Company's supply lines for the customer owned circuits. The Customer will provide the necessary equipment, including the permitted meter can and disconnect panel, and all circuits servicing the customers lighting system up to the point of service. The distribution system shall serve no other electrical loads except the lighting equipment eligible for this rate.

MONTHLY RATE:

Base Charge:	$~~17.30~~19.17
Non-Fuel Energy Charges:	
Base Energy Charge	~~3.494~~3.871¢ per kWh

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges

Minimum:	$~~17.30~~19.17

TERM OF SERVICE:

Not less than one (1) year.

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.

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FLORIDA POWER & LIGHT COMPANY

~~Nineteenth~~ Twentieth Revised Sheet No. 8.720
Cancels ~~Eighteenth~~ Nineteenth Revised Sheet No. 8.720

PREMIUM LIGHTING
(Closed Schedule)

RATE SCHEDULE: PL-1

AVAILABLE:

In all areas served.

APPLICATION:

FPL-owned lighting facilities not available under rate schedule SL-1 and OL-1. To any Customer for the sole purpose of lighting streets, roadways and common areas, other than individual residential locations. This includes but is not limited to parking lots, homeowners association common areas, or parks. Applicable to Customers who were active prior to January 1, 2022.

SERVICE:

Service will be unmetered and will include lighting installation, lamp replacement and facilities maintenance for FPL-owned lighting systems. It will also include energy from dusk each day until dawn the following day.

~~The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and~~ The Company will use reasonable diligence to furnish a regular and uninterrupted service. Company shall not be liable to the Customer or any other person for complete or partial interruptions of service, fluctuations in voltage, or curtailment of service that may occur as a result of a variety of events and circumstances, including, without limitation: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; (e) events of an emergency or as necessary to maintain the safety and integrity of the Company's facilities; or (f) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure. In any such case, the Company will not be liable for damages, including, but not limited to, loss of revenues or production. The Company reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance. As non-LED fixture inventory becomes unavailable, customers may terminate service or accept replacements as LED under the LT-1 tariff. Customers that accept replacements must enter into a new agreement.

Stand-by, non-firm, or resale service is not permitted hereunder.

TERM OF SERVICE:

The term of service is (20) twenty years. At the end of the term of service, the Customer may elect to execute a new agreement under the lighting tariff LT-1 or pay the Company for the cost to the utility for removing the facilities. The Company will retain ownership of these facilities.

FACILITIES PAYMENT OPTION:

The Customer will pay for the facilities in a lump sum in advance of construction. The amount will be the Company's total work order cost for these facilities times the Present Value Revenue Requirement (PVRR) multiplier of ~~1.1268~~1.1398. Monthly Maintenance and Energy charges will apply for the term of service.

FACILITIES SELECTION:

Facilities selection shall be made by the Customer in writing by executing the Company's Premium Lighting Agreement.

(Continued on Sheet No. 8.721)

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Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

~~Thirty-Ninth~~ Fortieth Revised Sheet No. 8.721
Cancels ~~Thirty-Eighth~~ Thirty-Ninth Revised Sheet No. 8.721

(Continued from Sheet No. 8.720)

MONTHLY RATE:

Facilities:

Paid in full:	Monthly rate is zero, for Customer's who have executed a Premium Lighting Agreement before March 1, 2010:
10 years payment option:	~~1.265~~1.307% of total work order cost.
20 years payment option:	~~0.848~~0.891% of total work order cost.
Maintenance:	FPL's estimated costs of maintaining lighting facilities.
Billing:	FPL reserves the right to assess a charge for the recovery of any dedicated billing system developed solely for this rate.
Energy:	KWH Consumption for fixtures shall be estimated using the following formula: KWH=Unit Wattage (usage) x 353.3 hours per month / 1000
Non-Fuel Energy	~~3.459~~3.863¢/kWh

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

During the initial installation period:
Facilities in service for 15 days or less will not be billed;
Facilities in service for 16 days or more will be billed for a full month.

MINIMUM MONTHLY BILL:

The minimum monthly bill shall be the applicable Facilities Maintenance and Billing charges.

(Continued on Sheet No. 8.722)

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Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Tenth~~Eleventh Revised Sheet No. 8.722
Cancels ~~Ninth~~ Tenth Revised Sheet No. 8.722

(Continued from Sheet No. 8.721)

EARLY TERMINATION:

If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the following Termination Factors to the installed cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment.

FPL may also charge the Customer for the cost to the utility for removing the facilities.

Ten (10) Years Payment Option	Termination Factor	Twenty (20) Years Payment Option	Termination Factor
1	~~1.1268~~1.1398	1	~~1.1268~~1.1398
2	~~0.9749~~0.9830	2	~~1.0250~~1.0329
3	~~0.8947~~0.9040	3	~~0.9986~~1.0078
4	~~0.8086~~0.8188	4	~~0.9702~~0.9806
5	~~0.7161~~0.7268	5	~~0.9397~~0.9514
6	~~0.6169~~0.6275	6	~~0.9069~~0.9198
7	~~0.5104~~0.5203	7	~~0.8718~~0.8857
8	~~0.3960~~0.4047	8	~~0.8341~~0.8489
9	~~0.2732~~0.2799	9	~~0.7936~~0.8091
10	~~0.1415~~0.1453	10	~~0.7501~~0.7663
>10	0.0000	11	~~0.7035~~0.7200
		12	~~0.6534~~0.6701
		13	~~0.5996~~0.6163
		14	~~0.5416~~0.5582
		15	~~0.4799~~0.4954
		16	~~0.4134~~0.4277
		17	~~0.3420~~0.3547
		18	~~0.2654~~0.2759
		19	~~0.1831~~0.1908
		20	~~0.0948~~0.0991
		>20	0.0000

WILLFUL DAMAGE:

In the event of willful damage to these facilities, FPL will provide the initial repair of each installed item at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to these FPL-owned facilities, the Customer will be responsible for the cost for repair orreplacement.

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.

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Effective ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

~~Thirty-Ninth~~Fortieth Revised Sheet No. 8.725
Cancels ~~Thirty-Eighth~~ Thirty-Nineth Revised Sheet No. 8.725

OUTDOOR LIGHTING
(Closed Schedule)

RATE SCHEDULE OL-1

AVAILABLE:

In all areas served.

APPLICATION:

For year-round outdoor security lighting of yards, walkways and other areas. Lights to be served hereunder shall be at locations which are easily and economically accessible to Company vehicles and personnel for construction and maintenance.

It is intended that Company-owned security lights will be installed on existing Company-owned electric facilities, or short extension thereto, in areas where a street lighting system is not provided or is not sufficient to cover the security lighting needs of a particular individual or location. Where more extensive security lighting is required, such as for large parking lots or other commercial areas, the Customer will provide the fixtures, supports and connecting wiring; the Company will connect to the Customer's system and provide the services indicated below. All services will be applicable to Customers who were active prior to January 1, 2022. All new Outdoor Lighting will now be offered in the lighting tariff LT-1. As non-LED fixture inventory becomes unavailable, customers may terminate service or accept replacements as LED under the LT-1 tariff. Customers that accept replacements must enter into a new agreement. This schedule will be terminated on December 31, 2029.

SERVICE:

Service includes lamp renewals, energy from approximately dusk each day until approximately dawn the following day, and maintenance of Company-owned facilities. The Company will replace all burned-out lamps and will maintain its facilities during regular daytime working hours as soon as practicable following notification by the Customer that such work is necessary. The Company shall be permitted to enter the Customer's premises at all reasonable times for the purpose of inspecting, maintaining, installing and removing any or all of its equipment and facilities.

~~The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and~~ The Company will use reasonable diligence to furnish a regular and uninterrupted service. Company shall not be liable to the Customer or any other person for complete or partial interruptions of service, fluctuations in voltage, or curtailment of service that may occur as a result of a variety of events and circumstances, including, without limitation: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; (e) events of an emergency or as necessary to maintain the safety and integrity of the Company's facilities; or (f) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure. In any such case, the Company will not be liable for damages, including, but not limited to, loss of revenues or production. The Company reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

The Company has the right at any time to remove the light for non-payment and decline new request to customers with prior non-payment activity.

LIMITATION OF SERVICE:

This schedule is not available for service normally supplied on the Company's standard street lighting schedules. Company-owned facilities will be installed only on Company-owned poles. Customer-owned facilities will be installed only on Customer-owned poles. Overhead conductors will not be installed in any area designated as an underground distribution area, or any area, premises or location served from an underground source. Customer must have an active house or premise account associated with this service. Stand-by or resale service not permitted hereunder.

MONTHLY RATE:

Luminaire Type	Lamp Size Initial Lumens/Watts		KWH/Mo Estimate	Charge for Company-Owned Unit ($) Fixtures	Maintenance	Energy Non-Fuel **	Total	Charge for Customer-Owned Unit ($) Relamping/Energy	Energy Only
High Pressure Sodium Vapor	6,300	70	29	~~$5.98~~6.73	~~$2.22~~2.50	~~$1.05~~1.12	~~$9.25~~10.35	~~$3.14~~3.62	~~$1.05~~1.12
" "	9,500	100	41	~~$6.11~~6.87	~~$2.22~~2.50	~~$1.49~~1.58	~~$9.82~~10.95	~~$3.574~~.08	~~$1.49~~1.58
" "	16,000	150	60	~~$6.33~~7.12	~~$2.27~~2.55	~~$2.17~~2.32	~~$10.77~~11.99	~~$4.29~~4.87	~~$2.17~~2.32
" "	22,000	200	88	~~$9.20~~10.35	~~$2.91~~3.27	~~$3.19~~3.40	~~$15.30~~17.02	~~$5.87~~6.67	~~$3.19~~3.40
" "	50,000	400	168	~~$9.78~~11.00	~~$2.86~~3.22	~~$6.08~~6.49	~~$18.72~~20.71	~~$8.73~~9.71	~~$6.08~~6.49
" "	12,000	150	60	~~$6.90~~7.76	~~$2.52~~2.84	~~$2.17~~2.32	~~$11.59~~12.92	~~$5.16~~5.16	~~$2.17~~2.32
Mercury Vapor	6,000	140	62	~~$4.58~~5.15	~~$1.98~~2.23	~~$2.25~~2.40	~~$8.81~~9.78	~~$4.62~~4.63	~~$2.25~~2.40
" "	8,600	175	77	~~$4.62~~5.20	~~$1.98~~2.23	~~$2.79~~2.97	~~$9.39~~10.40	~~$4.69~~5.20	~~$2.79~~2.97
" "	21,500	400	160	~~$7.57~~8.52	~~$2.80~~3.15	~~$5.80~~6.18	~~$16.17~~17.85	~~$8.18~~9.33	~~$5.80~~6.18

** The non-fuel energy charge is ~~3.622~~3.863¢ per kWh.

(Continued on Sheet No. 8.726)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Fortieth~~ Forty-First Revised Sheet No. 8.726
Cancels ~~Thirty-Ninth~~ Fortieth Revised Sheet No. 8.726

(Continued from Sheet No. 8.725)

Charges for other Company-owned facilities:

Wood pole and span of conductors:	$~~13.11~~14.51
Concrete pole and span of conductors:	$~~17.71~~19.60
Fiberglass pole and span of conductors:	$~~20.81~~23.03
Steel pole used only for the street lighting system	$~~17.71~~19.60
Underground conductors (excluding trenching)	$~~0.1010~~.112 per foot
Down-guy, Anchor and Protector	$~~11.92~~13.19

For Customer-owned outdoor lights, where the Customer contracts to relamp at no cost to FPL, the monthly rate for non-fuel energy shall be ~~3.622~~3.863¢ per kWh of estimated usage of each unit plus adjustments.

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

SPECIAL PROVISION:

Where the Company provides facilities other than those listed above, the monthly charges, as applicable shall be computed as follows: Facilities Charge: ~~1.28~~1.25% of the Company's average installed cost of the pole, light fixture, or both.

Maintenance Charge: FPL shall use the maintenance charges in this tariff for fixtures that fall under the special provision based on wattage. If a special provision fixture falls between two wattages, the maintenance charge will be averaged between two existing wattages.

Non-Fuel Energy Charge: ~~3.622~~3.863¢ per kWh

TERM OF SERVICE:

Not less than one year. In the event the Company installs any facilities for which there is an added monthly charge, the Term of Service shall be for not less than three years.

If the Customer terminates service before the expiration of the initial term of the agreement, the Company may require reimbursement for the total expenditures made to provide such service, plus the cost of removal of the facilities installed less the salvage value thereof, and less credit for all monthly payments made for Company-owned facilities.

WILLFUL DAMAGE:

In the event of willful damage to these facilities, FPL will provide the initial repair of each installed item at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to these FPL-owned facilities, the Customer will be responsible for the cost for repair or replacement.

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.

COMPANY-OWNED FACILITIES:

Company-owned luminaires normally will be mounted on Company's existing distribution poles and served from existing overhead wires. The Company will provide one span of secondary conductor from existing secondary facilities to a Company-owned light at the Company's expense. When requested by the Customer, and at the option of the Company, additional spans of wire or additional poles or underground conductors may be installed by the Company upon agreement by the Customer to use the facilities for a minimum of three years and pay each month the charges specified under MONTHLY RATE.

(Continued on Sheet No. 8.727)

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FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 8.727
Cancels Fourth Revised Sheet No. 8.727

(Continued from Sheet No. 8.726)

MONTHLY RATE:

The Customer will make a lump sum payment for the cost of changes in the height of existing poles or the installation of additional poles in the Company's distribution lines or the cost of any other facilities required for the installation of lights to be served hereunder.

At the Customer request, the Company will upgrade to a higher level of illumination without a service charge when the changes are consistent with good engineering practices. The Customer will pay the Company the net costs incurred in making other lamp size changes. In all cases where luminaries are replaced, the Customer will sign a new service agreement. Billing on the rate for the new luminaire or lamp size will begin as of the next regular billing date. A luminaire may be relocated at the Customer's request upon payment by the Customer of the costs of removal and reinstallation.

The Company will not be required to install equipment at any location where the service may be objectionable to others. If it is found after installation that the light is objectionable, the Company may terminate the service.

When the Company relocates or removes its facilities to comply with governmental requirements, or for any other reason, either the Company or the Customer shall have the right, upon written notice, to discontinue service hereunder without obligation or liability.

SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the fuel charges associated with the fixtures that are turned off.

CUSTOMER-OWNED FACILITIES:

Customer-owned luminaires and other facilities will be of a type and design specified by the Company to permit servicing and lamp replacement at no abnormal cost. The Customer will provide all poles, fixtures, initial lamps and controls, and circuits up to the point of connection to the Company's supply lines, and an adequate support for the Company-owned service conductors.

The Company will provide an overhead service drop from its existing secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer.

DEFINITIONS:

A "Luminaire," as defined by the Illuminating Engineering Society, is a complete lighting unit consisting of a lamp (bulb), together with parts designed to distribute the light, to position and protect the lamp, and connect the lamp to the power supply.

A "Conventional" luminaire is supported by a bracket that is mounted on the side of an ordinary wood pole or an ornamental pole. This is the only type of luminaire offered where service is to be supplied from overhead conductors, although this luminaire may also be used when service is supplied from underground conductors.

A "Contemporary" luminaire is of modern design and is mounted on top of an ornamental pole. Underground conductors are required.

A "Traditional" luminaire resembles an Early American carriage lantern and is mounted on top of a pole. It requires an ornamental pole and underground conductors to a source of supply.

An "Ornamental" pole is one made of concrete or fiberglass.

FLORIDA POWER & LIGHT COMPANY

~~Fifty-Fifth~~ Fifty-Sixth Revised Sheet No. 8.730
Cancels ~~Fifty-Fourth~~ Fifty-Fifth Revised Sheet No. 8.730

TRAFFIC SIGNAL SERVICE
(Closed Schedule)

RATE SCHEDULE: SL-2

AVAILABLE:

In all areas served.

APPLICATION:

Service for traffic signal lighting where the signal system and the circuit to connect with Company's existing supply lines are installed, owned and maintained by Customer and were active prior to January 1, 2017.

All new or modifications on existing Customer-owned traffic signal lights are to be metered under SL-2M Traffic Signal Metered Service tariff.

SERVICE:

Single phase, 60 hertz and approximately 120/240 volts or higher, at Company's option.

MONTHLY RATE:

Non-Fuel Energy Charges:

Base Energy Charge ~~5.852~~6.485¢

per kWh Additional Charges:

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: $~~4.394~~.86 at each point of delivery.

Note: During the initial installation period of facilities:
Lights and facilities in service for 15 days or less will not be billed;
Lights and facilities in service for 16 days or more will be billed for a full month.

CALCULATED USAGE:

The Calculated Usage at each point of delivery shall be determined by operating tests or utilization of manufacturers' ratings and specifications. The monthly operation shall be based on a standard of 730 hours; however, that portion of the operation which is on a noncontinuous basis shall be adjusted to reflect such operation.

TERM OF SERVICE:

Not less than one (1) billing period.

NOTICE OF CHANGES:

The Customer shall notify the Company at least 30 days prior to any change in rating of the equipment served or the period of operation.

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 th is schedule shall apply.

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Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Thirteenth~~ Fourteenth Revised Sheet No. 8.731
Cancels ~~Twelfth~~ Thirteenth Revised Sheet No. 8.731

TRAFFIC SIGNAL METERED SERVICE

RATE SCHEDULE: SL-2M

AVAILABLE:

In all areas served.

APPLICATION:

Service for traffic signal lighting where the signal system and the circuit to connect with Company's existing supply lines are installed, owned and maintained by Customer.

Traffic signals active prior to January 1, 2017 may be operating under the closed SL-2 Traffic Signal Service tariff, however, any modifications on existing Customer-owned traffic signal lights under SL-2 will require the customer to convert to a metered service under this tariff.

SERVICE:

Single phase, 60 hertz and approximately 120/240 volts or higher, at Company's option.

MONTHLY RATE:

Base Charge:	~~$7.89~~8.73
Non-Fuel Energy Charges:	
Base Energy Charge	~~6.024~~6.665¢ per kWh
Additional Charges:	
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges	
Minimum:	~~$7.89~~8.73

TERM OF SERVICE:

Not less than one (1) year.

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.

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Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Second~~Third Revised Sheet No. 8.735
Cancels ~~First~~ Second Revised Sheet No. 8.735

LIGHTING

RATE SCHEDULE: LT-1

AVAILABLE:

In all areas served.

APPLICATION:

For the purpose of lighting streets and roadways, area lighting including parking lots and common areas, whether public or privately owned, and outdoor lighting.

TYPE OF INSTALLATION:

All new installations will be light emitting diodes (LED). Company-owned fixtures normally will be mounted on poles of the Company's existing distribution system and served from overhead wires. For roadway and area lighting, excluding outdoor lighting, the Company may provide special poles or underground wires at the charges specified below. In addition, the Company, at its discretion, may offer the Customer the option of Company-owned fixtures attached to poles owned by the Customer. For these installations, the customer owned poles require pre-approval by a Company representative.

Outdoor lights can only be mounted on accessible existing distribution poles facing the customer's property.

The location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance.

SERVICE:

Service includes energy from dusk each day until dawn the following day and maintenance of Company-owned lighting systems. Maintenance includes replacement or repair of any circuit component to assure the facilities are operational and safe. The Company will maintain its facilities during regular daytime working hours as soon as practicable following notification by the Customer that such work is necessary. The Company shall be permitted to enter the Customer's premises at all reasonable times for the purpose of inspecting, maintaining, installing and removing any or all of its equipment and facilities.

~~The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and~~ The Company will use reasonable diligence to furnish a regular and uninterrupted service. Company shall not be liable to the Customer or any other person for complete or partial interruptions of service, fluctuations in voltage, or curtailment of service that may occur as a result of a variety of events and circumstances, including, without limitation: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; (e) events of an emergency or as necessary to maintain the safety and integrity of the Company's facilities; or (f) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure. In any such case, the Company will not be liable for damages, including, but not limited to, loss of revenues or production. The Company reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance. Overhead conductors will not be installed in any area designated as an underground distribution area, or any area, premises or location served from an underground source.

For outdoor lights, customer must have an active house or premise account associated with this service.

Stand-by or resale service is not permitted hereunder.

(Continued on Sheet No. 8.736)

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 8.736
Cancels First Revised Sheet No. 8.736

(Continued from Sheet No. 8.735)

CUSTOMER CONTRIBUTIONS:

A Contribution-in-Aid-of-Construction (CIAC) will be required for:

a) the differential cost between employing rapid construction techniques in trenching, backfilling and pole installation work where no obstructions exist, and the added cost to overcome obstructions such as sprinkler systems, paved surfaces (such as sidewalks, curbs, gutters, and roadways), landscaping, sodding and other obstructions encountered along the Lighting System installation route, including repair and replacement. If the Customer elects to perform work such as trenching and restoration, they will be reimbursed by the Company with a credit (not to exceed the total CIAC cost) for the value of this work as determined by the Company.

b) the installation cost of any new overhead distribution facilities and/or the cost of alterations to existing distribution facilities which are required in order to serve the Lighting System less four (4) times the additional annual non-fuel energy revenue generated by the installation or alteration of the Lighting System, plus where underground facilities are installed, the differential installation cost between underground and overhead distribution facilities.

These costs shall be paid by the Customer prior to the initiation of any construction work by the Company. The Customer shall also pay any additional costs associated with design modifications requested after the original estimate has been made.

REMOVAL OR RELOCATION OF FACILITIES:

If Company owned lighting facilities are removed by Customer request, breach of the Agreement or non-payment, the Customer may be responsible to pay the net book value for the fixtures, poles, and additional lighting facility charges plus the cost to remove the facilities. These charges do not apply to conversions of Company owned non-LED to Company owned LED lights.

When the Company relocates or removes its facilities to comply with governmental requirements, either the Company or the Customer shall have the right, upon written notice, to discontinue service hereunder without obligation or liability.

Facility relocations are treated as removals of facilities from the old location and installation of the new facilities in the new location. Facilities will not be transferred and reused at a new location.

In all cases, should the Customer request termination of the Agreement, such termination will require written notice 90 days prior to the date of termination.

CONVERSION OF COMPANY OWNED NON-LED LIGHTS TO COMPANY OWNED LED LIGHTS:

For customers converting, Company owned non-LED to Company owned LED Lights, the LED Conversion Recovery Charge will apply and there will be no charge for the fixtures being removed. Any other charges for relocation or replacement of Company owned facilities would still apply.

CHANGE IN FIXTURE SIZE OR TYPE:

At the Customer's request, the Company will change to a lower or higher level of illumination when the changes are consistent with good engineering practices. A LED fixture will be the only modification from an LED or non-LED fixture request. The Customer will pay the net book value of the existing fixture, plus removal costs and will receive a credit for 4 years additional revenue generated by the larger fixtures, if applicable. If changes are required to the distribution system to support the larger lights, standard CIAC charges as described on sheet no. 8.736 will also apply. The Customer will pay the Company the net costs incurred in making other fixture changes.

(Continued on Sheet No. 8.736.1)

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FLORIDA POWER & LIGHT COMPANY

~~Fifth~~ Sixth Revised Sheet No. 8.736.1
Cancels ~~Fourth~~ Fifth Revised Sheet No. 8.736.1

(Continued from Sheet No. 8.736)

MONTHLY RATES FOR MAINTENANCE AND CONVERSION:

Maintenance per Fixture (FPL Owned Fixture and Pole)	~~$1.47~~1.65
Maintenance per Fixture for FPL fixtures on Customer Pole	~~$1.18~~1.33
LED Conversion Recovery	$2.11

MONTHLY RATES FOR POLES USED ONLY FOR LIGHTING SYSTEM:

Standard Wood pole	~~$6.03~~6.67
Standard Concrete pole	~~$8.25~~9.13
Standard Fiberglass pole	~~$9.74~~10.78
Decorative Concrete pole	~~$17.71~~19.60

MONTHLY RATES FOR LED FIXTURES*:

		Fixture Tier														
Energy Tier	Charge	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
A	$ -	1.50	4.50	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50	34.50	37.50	40.50	43.50
B	$ 0.20	1.70	4.70	7.70	10.70	13.70	16.70	19.70	22.70	25.70	28.70	31.70	34.70	37.70	40.70	43.70
C	$ 0.40	1.90	4.90	7.90	10.90	13.90	16.90	19.90	22.90	25.90	28.90	31.90	34.90	37.90	40.90	43.90
D	$ 0.60	2.10	5.10	8.10	11.10	14.10	17.10	20.10	23.10	26.10	29.10	32.10	35.10	38.10	41.10	44.10
E	$ 0.80	2.30	5.30	8.30	11.30	14.30	17.30	20.30	23.30	26.30	29.30	32.30	35.30	38.30	41.30	44.30
F	$ 1.00	2.50	5.50	8.50	11.50	14.50	17.50	20.50	23.50	26.50	29.50	32.50	35.50	38.50	41.50	44.50
G	$ 1.20	2.70	5.70	8.70	11.70	14.70	17.70	20.70	23.70	26.70	29.70	32.70	35.70	38.70	41.70	44.70
H	$ 1.40	2.90	5.90	8.90	11.90	14.90	17.90	20.90	23.90	26.90	29.90	32.90	35.90	38.90	41.90	44.90
I	$ 1.60	3.10	6.10	9.10	12.10	15.10	18.10	21.10	24.10	27.10	30.10	33.10	36.10	39.10	42.10	45.10
J	$ 1.80	3.30	6.30	9.30	12.30	15.30	18.30	21.30	24.30	27.30	30.30	33.30	36.30	39.30	42.30	45.30
K	$ 2.00	3.50	6.50	9.50	12.50	15.50	18.50	21.50	24.50	27.50	30.50	33.50	36.50	39.50	42.50	45.50
L	$ 2.20	3.70	6.70	9.70	12.70	15.70	18.70	21.70	24.70	27.70	30.70	33.70	36.70	39.70	42.70	45.70
M	$ 2.40	3.90	6.90	9.90	12.90	15.90	18.90	21.90	24.90	27.90	30.90	33.90	36.90	39.90	42.90	45.90
N	$ 2.60	4.10	7.10	10.10	13.10	16.10	19.10	22.10	25.10	28.10	31.10	34.10	37.10	40.10	43.10	46.10
O	$ 2.80	4.30	7.30	10.30	13.30	16.30	19.30	22.30	25.30	28.30	31.30	34.30	37.30	40.30	43.30	46.30
P	$ 3.00	4.50	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50	34.50	37.50	40.50	43.50	46.50
Q	$ 3.20	4.70	7.70	10.70	13.70	16.70	19.70	22.70	25.70	28.70	31.70	34.70	37.70	40.70	43.70	46.70
R	$ 3.40	4.90	7.90	10.90	13.90	16.90	19.90	22.90	25.90	28.90	31.90	34.90	37.90	40.90	43.90	46.90
S	$ 3.60	5.10	8.10	11.10	14.10	17.10	20.10	23.10	26.10	29.10	32.10	35.10	38.10	41.10	44.10	47.10
T	$ 3.80	5.30	8.30	11.30	14.30	17.30	20.30	23.30	26.30	29.30	32.30	35.30	38.30	41.30	44.30	47.30
U	$ 4.00	5.50	8.50	11.50	14.50	17.50	20.50	23.50	26.50	29.50	32.50	35.50	38.50	41.50	44.50	47.50
V	$ 4.20	5.70	8.70	11.70	14.70	17.70	20.70	23.70	26.70	29.70	32.70	35.70	38.70	41.70	44.70	47.70
W	$ 4.40	5.90	8.90	11.90	14.90	17.90	20.90	23.90	26.90	29.90	32.90	35.90	38.90	41.90	44.90	47.90
X	$ 4.60	6.10	9.10	12.10	15.10	18.10	21.10	24.10	27.10	30.10	33.10	36.10	39.10	42.10	45.10	48.10
Y	$ 4.80	6.30	9.30	12.30	15.30	18.30	21.30	24.30	27.30	30.30	33.30	36.30	39.30	42.30	45.30	48.30
Z	$ 5.00	6.50	9.50	12.50	15.50	18.50	21.50	24.50	27.50	30.50	33.50	36.50	39.50	42.50	45.50	48.50
AA	$ 5.20	6.70	9.70	12.70	15.70	18.70	21.70	24.70	27.70	30.70	33.70	36.70	39.70	42.70	45.70	48.70
BB	$ 5.40	6.90	9.90	12.90	15.90	18.90	21.90	24.90	27.90	30.90	33.90	36.90	39.90	42.90	45.90	48.90
CC	$ 5.60	7.10	10.10	13.10	16.10	19.10	22.10	25.10	28.10	31.10	34.10	37.10	40.10	43.10	46.10	49.10
DD	$ 5.80	7.30	10.30	13.30	16.30	19.30	22.30	25.30	28.30	31.30	34.30	37.30	40.30	43.30	46.30	49.30
EE	$ 6.00	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50	34.50	37.50	40.50	43.50	46.50	49.50

* Catalog of available fixtures and the assigned billing tier for each can be viewed at www.FPL.com/partner/builders/lighting.html

The non-fuel energy charge is ~~3.459~~3.863¢ per kWh; where the kWh is calculated as (wattage x 353.3 hours per month)/ 1000

(Continued on Sheet No. 8.736.2)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER& LIGHT COMPANY

~~Fifth~~ Sixth Revised Sheet No. 8.736.2
Cancels ~~Fourth~~Fifth Revised Sheet No. 8.736.2

(Continued from Sheet No. 8.736.1)

SPECIAL PROVISIONS:

Where the Company provides fixtures or poles other than those referenced and incorporated into the pricing table above, the monthly charges, as applicable shall be computed as follows:

Charge: ~~1.28~~1.25% of the Company's average installed cost of the pole, light fixture, or both. Standard maintenance fees to apply
Standard non-fuel ~~Energy~~ energy ~~Charge~~ charge to apply

Any other Lighting related offerings that are not incorporated into the pricing table above will take service under the Special Provision.

HOLIDAY LIGHTING:

This service is provided to governmental customers only, for purposes of providing service for customer-owned Holiday Lighting. All holiday lighting installations will require a Holiday Decorations Attachment Agreement. Holiday lighting installations may only be placed on poles approved by FPL for placement of such lighting and must be in accordance with FPL standards. For the avoidance of doubt, any such placement will be at the sole discretion of FPL. Service is applicable November 1 through January 31 each year. Receptacle installation or replacement charges must be paid in advance of service and are as follows:

Receptacle Installation or Replacement per unit charge: $492

kWh consumption for November 1 through January 31 will be estimated and billed over a 12-month average. The standard non-fuel energy and maintenance charges shall apply.

ADDITIONAL LIGHTING CHARGE:

Any special or additional lighting charges, which are required by the Company, will be billed in addition to the above rates.

Charge: ~~1.28~~1.25% of the Company's average installed cost of the additional lighting facilities.

As of January 1, 2022, the factor pertaining to Underground Conductor will be closed to new customers.
Underground Conductor ~~4.935~~5.462¢ per foot

BILLING

During the initial installation period:
Facilities in service for 15 days or less will not be billed;
Facilities in service for 16 days or more will be billed for a full month.

For outdoor lights only, the Company has the right at any time to remove the light for non-payment and decline new request to customers with prior non-payment activity.

WILLFUL DAMAGE:

Upon the second occurrence of willful damage to any Company-owned facilities, the Customer will be responsible for the cost incurred for repair or replacement. If the lighting fixture is damaged, based on prior written instructions from the Customer, the Company will:

a) If a commercially available and Company approved device exists, install a protective shield. The Customer shall pay $280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed before the second occurrence, the Customer shall only pay the cost of the shield; or
b) Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the estimated costs of the replacement fixture; or
c) Terminate service to the fixture. In this case, the lighting facilities will be removed from the field and from billing; the Customer will pay the lighting facilities charges for the remaining period of the currently active term of service plus the cost to remove the facilities.

Option selection shall be made by the Customer in writing and apply to all fixtures which the Company has installed on the Customer's behalf on the same account. Selection changes may be made by the Customer at any time and will become effective ninety (90) days after written notice is received.

(Continued on Sheet No. 8.738)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 8.738
Cancels Second Revised Sheet No. 8.738

(Continued from Sheet No. 8.737)

OTHER CHARGES:

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the non-fuel charges associated with the fixtures that are turned off.

TERM OF SERVICE:

Service for outdoor lighting will be established for a minimum of one (1) year unless terminated by either the Company or the Customer.

All other services, besides outdoor lighting mentioned above, will require a Lighting Agreement.

Lighting agreements will have an initial term of ten (10) years with automatic, successive five (5) year extensions unless renegotiated or terminated in writing by either the Company or the Customer at least ninety (90) days prior to the current term's expiration. In the event of the sale of the real estate property upon which the facilities are installed, upon the written consent of the Company, the contract may be assigned by the Customer to the Purchaser. No assignment shall not relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by the Company.

Term of service begins upon execution of the Lighting Agreement.

All governmental or commercial / industrial customer contracts to be executed by property owner or governing body.

All existing contract terms prior to January 1, 2022 will be honored.

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: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

~~Third~~ Fourth Revised Sheet No. 8.739
Cancels ~~Second~~Third Revised Sheet No. 8.739

OUTDOOR SERVICE
(Closed Schedule)

RATE SCHEDULE: OS I/II

AVAILABLE:

In all areas served. Available to any lighting customer, who, as of December 31, 2021, was taking service pursuant to this schedule or had a fully executed copy of a Lighting Agreement with the Company.

OS-I/II STREET, ROADWAY, AND GENERAL AREA LIGHTING:

APPLICATION:

Applicable for street, roadway, and general area lighting service under the provisions of the Company's standard contract for such service. Service hereunder includes power supply and may include lamp renewals and regular maintenance. All modifications to existing or new Customer-owned circuits to be metered under SL-1M Street Light Metered tariff.

LIMITATION OF SERVICE:

Company-owned fixtures will be mounted on Company-owned poles of the Company's distribution system. Customer-owned fixtures will be mounted on Customer-owned poles, of a standard type and design, permitting service and maintenance at no abnormal cost to the Company. Existing company owned LED and non-LED fixtures such as high-pressure sodium vapor (HPSV), mercury vapor or metal halide luminaires permitted in closed tariffs prior to January 1, 2022 will be considered legacy fixtures. All new lighting installations will be covered under the lighting tariff LT-1. Service will remain as lamp renewals and fixture replacement until such time when the Company decides to no longer make available. As non-LED fixture inventory becomes unavailable, customers may terminate service or accept replacements as LED under the LT-1 tariff. Customers that accept replacements must enter into a new agreement. The Company will communicate a plan to replace non-LED fixtures with LED fixtures at current applicable rates. This schedule will be terminated on December 31, 2029.

Stand-by or resale service is not permitted hereunder.

MONTHLY RATES:

High Pressure Sodium Vapor

Initial Lamp Rating (Lumen)	Description	Lamp Wattage	Line Wattage	Est. kWh	Fixture Charge	Maint. Charge	Energy Charge	Total Charge
				**			***	
5400	Open Bottom	70	84	29	~~$3.78~~4.25	~~$1.97~~2.22	~~$1.00~~1.12	~~$6.75~~7.59
8800	Open Bottom	100	120	41	~~$3.24~~3.65	~~$1.81~~2.04	~~$1.42~~1.58	~~$6.47~~7.27
8800	Open Bottom w/Shield	100	120	41	~~$4.43~~4.98	~~$2.10~~2.36	~~$1.42~~1.58	~~$7.95~~8.92
8800	Acorn	100	120	41	~~$16.15~~18.17	~~$5.32~~5.99	~~$1.42~~1.58	~~$22.89~~25.74
8800	Colonial	100	120	41	~~$4.36~~4.91	~~$2.08~~2.34	~~$1.42~~1.58	~~$7.86~~8.83
8800	English Coach	100	120	41	~~$17.62~~19.82	~~$5.70~~6.41	~~$1.42~~1.58	~~$24.74~~27.81
8800	Destin Single	100	120	41	~~$30.33~~34.12	~~$9.16~~10.31	~~$1.42~~1.58	~~$40.91~~46.01
17600	Destin Double	200	240	82	~~$60.44~~68.00	~~$17.65~~19.86	~~$2.84~~3.17	~~$80.93~~91.03
5400	Cobrahead	70	84	29	~~$5.32~~5.99	~~$2.40~~2.70	~~$1.00~~1.12	~~$8.72~~9.81
8800	Cobrahead	100	120	41	~~$4.43~~4.98	~~$2.10~~2.36	~~$1.42~~1.58	~~$7.95~~8.92
20000	Cobrahead	200	233	80	~~$6.12~~6.89	~~$2.60~~2.93	~~$2.77~~3.09	~~$11.49~~12.91
25000	Cobrahead	250	292	100	~~$5.95~~6.69	~~$2.56~~2.88	~~$3.46~~3.86	~~$11.97~~13.43
46000	Cobrahead	400	477	164	~~$6.26~~7.04	~~$2.64~~2.97	~~$5.67~~6.34	~~$14.57~~16.35
8800	Cutoff Cobrahead	100	120	41	~~$4.90~~5.51	~~$2.23~~2.51	~~$1.42~~1.58	~~$8.55~~9.60
25000	Cutoff Cobrahead	250	292	100	~~$6.02~~6.77	~~$2.58~~2.90	~~$3.46~~3.86	~~$12.06~~13.53
46000	Cutoff Cobrahead	400	477	164	~~$6.27~~7.05	~~$2.64~~2.97	~~$5.67~~6.34	~~$14.58~~16.36
25000	Bracket Mount CIS	250	292	100	~~$13.78~~15.50	~~$4.67~~5.25	~~$3.46~~3.86	~~$21.91~~24.61
25000	Tenon Top CIS	250	292	100	~~$13.79~~15.51	~~$4.67~~5.25	~~$3.46~~3.86	~~$21.92~~24.62

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FLORIDA POWER & LIGHT COMPANY

~~Third~~Fourth Revised Sheet No. 8.739.1
Cancels ~~Second~~ Third Revised Sheet No. 8.739.1

High Pressure Sodium Vapor (continued)

Initial Lamp Rating (Lumen)	Description	Lamp Wattage	Line Wattage	Est. kWh **	Fixture Charge	Maint. Charge ***	Energy Charge ***	Total Charge
46000	Bracket Mount CIS	400	468	161	~~$14.70~~16.54	~~$4.91~~5.52	~~$5.576~~.22	~~$25.18~~28.28
20000	Small ORL	200	233	80	~~$14.13~~15.90	~~$4.765~~.36	~~$2.773~~.09	~~$21.66~~24.35
25000	Small ORL	250	292	100	~~$13.61~~15.31	~~$4.625~~.20	~~$3.463~~.86	~~$21.69~~24.37
46000	Small ORL	400	477	164	~~$14.23~~16.01	~~$4.795~~.39	~~$5.676~~.34	~~$24.69~~27.74
20000	Large ORL	200	233	80	~~$23.01~~25.89	~~$7.178~~.07	~~$2.773~~.09	~~$32.95~~37.05
46000	Large ORL	400	477	164	~~$25.92~~29.16	~~$7.978~~.97	~~$5.676~~.34	~~$39.56~~44.47
46000	Shoebox	400	477	164	~~$11.88~~13.37	~~$4.164~~4.68	~~$5.676~~.34	~~$21.71~~24.39
16000	Directional	150	197	68	~~$6.68~~7.52	~~$2.703~~.04	~~$2.352~~.63	~~$11.73~~13.19
20000	Directional	200	233	80	~~$9.65~~10.86	~~$3.564~~.01	~~$2.773~~.09	~~$15.98~~17.96
46000	Directional	400	477	164	~~$7.16~~8.06	~~$2.893~~.25	~~$5.676~~.34	~~$15.72~~17.65
125000	Large Flood	1000	1105	379	~~$11.39~~12.81	~~$4.254~~.78	~~$13.11~~14.64	~~$28.75~~32.23

Metal Halide

Initial Lamp Rating (Lumen)	Description	Lamp Wattage	Line Wattage	Est. kWh	Fixture Charge	Maint. Charge	Energy Charge	Total Charge
12000	Acorn	175	210	72	~~$16.31~~18.35	~~$6.667~~.49	~~$2.492~~.78	~~$25.46~~28.62
12000	Colonial	175	210	72	~~$4.51~~5.07	~~$3.493~~.93	~~$2.492~~.78	~~$10.49~~11.78
12000	English Coach	175	210	72	~~$17.96~~20.21	~~$7.348~~.26	~~$2.492~~.78	~~$27.79~~31.25
12000	Destin Single	175	210	72	~~$30.80~~34.65	~~$10.92~~12.29	~~$2.492~~.78	~~$44.21~~49.72
24000	Destin Double	350	420	144	~~$61.43~~69.11	~~$20.45~~23.01	~~$4.985~~.56	~~$86.86~~97.68
32000	Small Flood	400	476	163	~~$7.32~~8.24	~~$3.073~~.45	~~$5.646~~.30	~~$16.03~~17.99
32000	Small Parking Lot	400	476	163	~~$13.54~~15.23	~~$4.775~~.37	~~$5.646~~.30	~~$23.95~~26.90
100000	Large Flood	1000	1100	378	~~$10.51~~11.82	~~$6.106~~.86	~~$13.08~~14.60	~~$29.69~~33.28
100000	Large Parking Lot	1000	1100	378	~~$23.35~~26.27	~~$8.469~~.52	~~$13.08~~14.60	~~$44.89~~50.39

Metal Halide Pulse Start

Initial Lamp Rating (Lumen)	Description	Lamp Wattage	Line Wattage	Est. kWh	Fixture Charge	Maint. Charge	Energy Charge	Total Charge
13000	Acorn	150	190	65	~~$18.50~~20.81	~~$6.497~~.30	~~$2.252~~.51	~~$27.24~~30.62
13000	Colonial	150	190	65	~~$5.756~~.47	~~$3.053~~.43	~~$2.252~~.51	~~$11.05~~12.41
13000	English Coach	150	190	65	~~$18.91~~21.27	~~$6.617~~.44	~~$2.252~~.51	~~$27.77~~31.22
13000	Destin Single	150	190	65	~~$40.11~~45.12	~~$12.35~~13.89	~~$2.252~~.51	~~$54.71~~61.52
26000	Destin Double	300	380	130	~~$80.92~~91.04	~~$24.70~~27.79	~~$4.505~~.02	~~$110.12~~123.85
33000	Small Flood	350	400	137	~~$8.209~~.23	~~$3.934~~.42	~~$4.745~~.29	~~$16.87~~18.94
33000	Shoebox	350	400	137	~~$9.82~~11.05	~~$4.384~~.93	~~$4.745~~.29	~~$18.94~~21.27
68000	Flood	750	840	288	~~$8.469~~.52	~~$6.607~~.43	~~$9.961~~1.13	~~$25.02~~28.08

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FLORIDA POWER& LIGHT COMPANY

~~Third~~ Fourth Revised Sheet No. 8.739.2
Cancels ~~Second~~ Third Revised Sheet No. 8.739.2

Mercury Vapor

Initial Lamp Rating (Lumen)	Description	Lamp Wattage	Line Wattage	Est. kWh **	Fixture Charge	Maint. Charge	Energy Charge ***	Total Charge
7000	Open Bottom	175	195	67	~~$2.63~~2.96	~~$1.58~~1.78	~~$2.32~~2.59	~~$6.53~~7.33
3200	Cobrahead	100	114	39	~~$4.86~~5.47	~~$2.21~~2.49	~~$1.35~~1.51	~~$8.42~~9.47
7000	Cobrahead	175	195	67	~~$4.41~~4.96	~~$2.06~~2.32	~~$2.32~~2.59	~~$8.79~~9.87
9400	Cobrahead	250	277	95	~~$5.81~~6.54	~~$2.53~~2.85	~~$3.29~~3.67	~~$11.63~~13.06
17000	Cobrahead	400	442	152	~~$6.34~~7.13	~~$2.63~~2.96	~~$5.26~~5.87	~~$14.23~~15.96
48000	Cobrahead	1000	1084	372	~~$12.71~~14.30	~~$4.54~~5.11	~~$12.87~~14.37	~~$30.12~~33.78
17000	Directional	400	474	163	~~$9.53~~10.72	~~$3.51~~3.95	~~$5.64~~6.30	~~$18.68~~20.97

LED

Nominal Delivered Lumen	Description	Lamp Wattage	Line Wattage	Est. kWh **	Fixture Charge	Maint. Charge	Energy Charge ***	Total Charge
3776	Acorn	75	75	26	~~$21.95~~24.69	~~$11.33~~12.75	~~$0.90~~1.00	~~$34.18~~38.44
4440	Streetlight	72	72	25	~~$17.03~~19.16	~~$5.83~~6.55	~~$0.86~~0.97	~~$23.71~~26.68
2820	Acorn A5	56	56	19	~~$29.22~~32.87	~~$9.04~~10.17	~~$0.66~~0.73	~~$38.93~~43.77
5100	Cobrahead S2	73	73	25	~~$6.93~~7.79	~~$4.51~~5.07	~~$0.86~~0.97	~~$12.29~~13.83
10200	Cobrahead S3	135	135	46	~~$8.51~~9.57	~~$5.20~~5.85	~~$1.59~~1.78	~~$15.30~~17.20
6320	ATB071 S2/S3	71	71	24	~~$8.62~~9.70	~~$5.87~~6.60	~~$0.83~~0.93	~~$15.32~~17.23
9200	ATB1 105 S3	105	105	36	~~$12.59~~14.16	~~$7.08~~7.97	~~$1.25~~1.39	~~$20.92~~23.52
23240	ATB2 280 S4	280	280	96	~~$14.25~~16.03	~~$8.21~~9.24	~~$3.32~~3.71	~~$25.78~~28.98
7200	E132 A3	132	132	45	~~$34.05~~38.31	~~$9.95~~11.19	~~$1.56~~1.74	~~$45.56~~51.24
9600	E157 SAW	157	157	54	~~$23.04~~25.92	~~$6.88~~7.74	~~$1.87~~2.09	~~$31.79~~35.75
7377	WP9 A2/S2	140	140	48	~~$51.79~~58.26	~~$17.16~~19.31	~~$1.66~~1.85	~~$70.61~~79.42
15228	Destin Double	210	210	72	~~$79.25~~89.16	~~$37.90~~42.64	~~$2.49~~2.78	~~$119.64~~134.58
9336	ATB0 108	108	108	37	~~$7.97~~8.97	~~$5.19~~5.84	~~$1.28~~1.43	~~$14.44~~16.24
3640	Colonial	45	45	15	~~$9.26~~10.42	~~$5.94~~6.68	~~$0.52~~0.58	~~$15.72~~17.68
5032	LG Colonial	72	72	25	~~$10.78~~12.13	~~$6.48~~7.29	~~$0.86~~0.97	~~$18.12~~20.39
4204	Security Lt	43	43	15	~~$5.22~~5.87	~~$3.13~~3.52	~~$0.52~~0.58	~~$8.87~~9.97
5510	Roadway 1	62	62	21	~~$6.39~~7.08	~~$4.00~~4.50	~~$0.73~~0.81	~~$11.02~~12.39
32327	Galleon 6sq	315	315	108	~~$24.47~~27.53	~~$12.96~~14.58	~~$3.74~~4.17	~~$41.17~~46.28
38230	Galleon 7sq	370	370	127	~~$27.14~~30.53	~~$14.44~~16.25	~~$4.39~~4.91	~~$45.97~~51.69
53499	Galleon 10sq	528	528	181	~~$37.53~~42.22	~~$19.31~~21.72	~~$6.26~~6.99	~~$63.10~~70.93
36000	Flood 421 W	421	421	145	~~$19.64~~22.10	~~$10.84~~12.20	~~$5.02~~5.60	~~$35.50~~39.90
5355	Wildlife Cert	106	106	36	~~$19.26~~21.67	~~$10. 23~~11.51	~~$1.25~~1.39	~~$30.74~~34.57
8300	Evolve Area	72	72	25	~~$15.61~~17.56	~~$8.40~~9.45	~~$0.86~~0.97	~~$24.87~~27.98
8022	ATB0 70	72	72	25	~~$8.45~~9.51	~~$5.08~~5.72	~~$0.86~~0.97	~~$14.39~~16.20
11619	ATB0 100	104	104	36	~~$9.07~~10.20	~~$5.36~~6.03	~~$1.25~~1.39	~~$15.68~~17.62
30979	ATB2 270	274	274	94	~~$16.37~~18.42	~~$8.90~~10.01	~~$3.25~~3.63	~~$28.52~~32.06
9514	Roadway 2	95	95	33	~~$6.87~~7.73	~~$4.25~~4.78	~~$1.14~~1.27	~~$12.26~~13.78
15311	Roadway 3	149	149	51	~~$9.47~~10.65	~~$5.45~~6.13	~~$1.76~~1.97	~~$16.68~~18.75
28557	Roadway 4	285	285	98	~~$12.94~~14.56	~~$7.20~~8.10	~~$3.29~~3.79	~~$23.53~~26.45
5963	Colonial Large	72	72	25	~~$10.08~~11.34	~~$5.69~~6.40	~~$0.86~~0.97	~~$16.63~~18.71
4339	Colonial Small	45	45	15	~~$9.63~~10.83	~~$5.48~~6.17	~~$0.52~~0.58	~~$15.63~~17.58
8704	Acorn A	81	81	28	~~$21.26~~23.92	~~$10.61~~11.94	~~$0.97~~1.08	~~$32.84~~36.94
7026	Destin I	99	99	34	~~$35.74~~40.21	~~$16.96~~19.08	~~$1.18~~1.31	~~$53.88~~60.60
37400	Flood Large	297	297	102	~~$18.85~~21.21	~~$9.39~~10.56	~~$3.53~~3.94	~~$31.77~~35.71
28700	Flood Medium	218	218	75	~~$16.10~~18.11	~~$8.17~~9.19	~~$2.59~~2.90	~~$26.86~~30.20
18600	Flood Small	150	150	52	~~$13.87~~15.60	~~$7.06~~7.94	~~$1.80~~2.01	~~$22.73~~25.55

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~~Third~~ Fourth Revised Sheet No. 8.739.3
Cancels ~~Second~~ Third Revised Sheet No. 8.739.3

FLORIDA POWER & LIGHT COMPANY

LED(Continued)

Nominal Delivered Lumen	Description	Lamp Wattage	Line Wattage	Est. kWh **	Fixture Charge	Maint. Charge	Energy Charge ***	Total Charge
23588	ATB2 210	208	208	71	~~$14.13~~15.90	~~$7.84~~8.82	~~$2.46~~2.74	~~$24.43~~27.46
8575	Destin	77	77	26	~~$27.29~~30.70	~~$13.31~~14.97	~~$0.93~~1.00	~~$41.53~~46.67
1958	Destin Wildlife	56	56	19	~~$32.76~~36.86	~~$15.72~~17.69	~~$0.66~~0.73	~~$49.14~~55.28
8212	AEL Roadway ATBS 3K	76	76	26	~~$4.67~~5.25	~~$3.704~~.16	~~$0.90~~1.00	~~$9.27~~10.41
8653	AEL Roadway ATBS 4K	76	76	26	~~$4.67~~5.25	~~$3.704~~.16	~~$0.90~~1.00	~~$9.27~~10.41
5300	Cree RSW Amber – XL	144	144	49	~~$13.21~~14.86	~~$7.54~~8.48	~~$1.69~~1.89	~~$22.44~~25.23
3715	Cree RSW Amber – Large	92	92	32	~~$9.62~~10.82	~~$5.96~~6.71	~~$1.11~~1.24	~~$16.69~~18.77
7300	EPTC	65	65	22	~~$15.38~~17.30	~~$7.97~~8.97	~~$0.76~~0.85	~~$24.11~~27.12
3358	Cont American Elect 3K	38	38	13	~~$6.45~~7.26	~~$4.18~~4.70	~~$0.45~~0.50	~~$11.08~~12.46
3615	Cont American Elect 4k	38	38	13	~~$6.45~~7.26	~~$4.18~~4.70	~~$0.45~~0.50	~~$11.08~~12.46
16593	AEL ATB2 Gray	133	133	46	~~$7.80~~8.78	~~$4.90~~5.51	~~$1.59~~1.78	~~$14.29~~16.07
6586	Holophane Granville 3K	51	51	18	~~$15.34~~17.26	~~$8.40~~9.45	~~$0.62~~0.70	~~$24.36~~27.41
12000	Cree XSPM	95	95	33	~~$6.87~~7.73	~~$4.55~~5.12	~~$1.14~~1.27	~~$12.56~~14.12

** Estimated Monthly kWh = (Line Wattage x Annual Operating Hours)/(1000 x 12)
*** Energy Charge = ~~3.459~~3.863¢/kWh x Estimated Monthly kWh Usage

ADDITIONAL FACILITIES CHARGES:

The above rates apply to lighting installations made on the Company's existing overhead distribution system. Any special or additional facilities, which may be installed at the Company's option, will be billed in addition to the above rates.

13 ft. decorative concrete pole used only for decorative lights (Colonial, Acorn, or English Coach) ~~$21.45~~23.74.
13 ft. decorative high gloss concrete pole used only for decorative lights (Colonial, Acorn, or English Coach) ~~$18.84~~20.85.
16 ft. decorative base aluminum pole with 6" Tenon used only for decorative lights (Destin Single or Double) ~~$14.94~~16.54.
17 ft. decorative base aluminum pole used only for decorative lights (Colonial, Acorn, or English Coach) ~~$21.82~~24.15.
18 ft. (14 ft. mounting height) aluminum decorative York pole ~~$19.84~~21.96.
20 ft. (16 ft. mounting height) aluminum decorative Grand pole ~~$16.22~~17.95.
20 ft. fiberglass pole used only for decorative lights (Colonial) ~~$7.73~~8.56.
20 ft. (16 ft. mounting height) aluminum, round, tapered pole (Spun Tenon) ~~$6.80~~7.53.
20 ft. (16 ft. mounting height) aluminum, round, tapered pole (Welded Tenon) ~~$23.13~~25.60.
25 ft. (20 ft. mounting height) aluminum, round, tapered pole ~~$24.18~~26.76.
30 ft. wood pole ~~$5.01~~5.55.
30 ft. concrete pole ~~$10.48~~9.13.
30 ft. fiberglass pole with concrete, anchor-based pedestal used primarily for the 100,000 Lumen Large Parking Lot fixture ~~$49.60~~54.90.
30 ft. (25 ft. mounting height) aluminum, round, tapered pole ~~$26.81~~29.68.
30 ft. aluminum pole used with concrete adjustable base ~~$24.50~~27.12.
35 ft. concrete pole ~~$15.26~~9.13.
35 ft. concrete pole (Tenon Top) ~~$21.08~~9.13.
Charge for 35 ft. wood pole ~~$7.27~~6.67.
35 ft. (30 ft. mounting height) aluminum, round, tapered pole ~~$30.06~~33.27.
40 ft. wood pole ~~$8.95~~6.67.
45 ft. concrete pole (Tenon Top) ~~$27.66~~9.13.
22 ft. aluminum pole ~~$17.28~~19.13.
25 ft. aluminum pole ~~$17.97~~19.89.
30 ft. aluminum pole with 8'arm ~~$44.97~~49.78.

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FLORIDA POWER & LIGHT COMPANY

~~Third~~Fourth Revised Sheet No. 8.739.4
Cancels ~~Second~~ Third Revised Sheet No. 8.739.4

ADDITIONAL FACILITIES CHARGES (Continued):

30 ft. aluminum pole with 10' arm $~~47.11~~52.14.
30 ft. aluminum pole with 12' arm $~~43.62~~48.28.
35 ft. aluminum pole with 8' arm $~~49.51~~54.80.
35 ft. aluminum pole with 10' arm $~~48.91~~54.14.
35 ft. aluminum pole with 12' arm $~~50.06~~55.41.
40 ft. aluminum pole with 8' arm $~~51.24~~56.72.
40 ft. aluminum pole with 10' arm $~~54.11~~59.89.
40 ft. aluminum pole with 12' arm $~~55.89~~61.86.
16 ft. aluminum decorative arlen pole $~~18.84~~20.85.
16 ft. aluminum decorative arlen pole with banner arms $~~23.26~~25.75.
40 ft. concrete pole $~~37.52~~9.13.
45 ft. wood pole $~~9.20~~6.67.
50 ft. wood pole $~~11.01~~6.67.
18 ft. aluminum, round tapered pole $~~8.89~~9.84.
14.5 ft. concrete, round tapered pole $~~20.88~~23.11.
Single arm for Shoebox/Small Parking Lot fixture $~~2.91~~3.22.
Double arm for Shoebox/Small Parking Lot fixture $~~3.22~~3.56.
Triple arm for Shoebox/Small Parking Lot fixture $~~4.50~~4.98.
Quadruple arm for Shoebox/Small Parking Lot fixture $~~5.69~~6.30.
Tenon Top adapter for 100,000 Lumen Large Parking Lot fixture $~~5.35~~5.92.
Charge for optional 100 amp relay $~~29.96~~33.16.
25 kVA transformer (non-coastal) for 46,000 Lumen Shoebox, 32,000 Lumen Small Parking Lot, or 100,000 Lumen Large Parking Lot fixture(s) $~~42.79~~47.36.
25 kVA transformer (coastal) for 46,000 Lumen Shoebox, 32,000 Lumen Small Parking Lot, or 100,000 Lumen Large Parking Lot fixture(s) $~~61.01~~67.53.

All other additional facilities shall be billed at ~~1.28~~1.25% per month of the Company's cost. Such facilities may include, but are not limited to, additional overhead or underground wiring and special poles approved by the Company.

VANDALISM (WILLFUL DAMAGE):

The Customer will have the following three options on the second occurrence of vandalism (willful damage) to a Company fixture:

1. Pay (a) the total repair costs of the fixture or the original total installed cost of the fixture less any depreciation and salvage value plus the removal cost if the fixture cannot be repaired and (b) the total installed cost of a luminaire protective shield. If the fixture is not compatible with the shield, then the fixture will be replaced with either a compatible 100 watt or 250 watt cobrahead fixture,

2. Request that the damaged fixture be replaced with the same type of unshielded fixture. For this and any subsequent occurrence, the Customer will pay either (a) the total repair costs of the fixture or (b) the original total installed cost of the fixtureless any depreciation and salvage value plus the removal cost if the fixture cannot be repaired, or

3. Discontinue the service to the fixture.

The Customer must notify the Company in writing of its selected option. The Customer may choose to pay the total installed cost of a luminaire protective shield after the first occurrence of vandalism (willful damage) to a Company fixture and save the costs incurred in 1(a)above.

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FLORIDA POWER & LIGHT COMPANY

~~Third~~Fourth Revised Sheet No. 8.739.5
Cancels ~~Second~~ Third Revised Sheet No. 8.739.5

MONTHLY RATES - CUSTOMER OWNED WITHOUT RELAMPING SERVICE AGREEMENT:

Customer-owned street, roadway, and general area lighting fixtures which conform to the specifications of Company-owned fixtures may receive energy at the appropriate charges for each size light above. Customer-owned street, roadway, and general area lighting systems which do not conform to specifications of the Company-owned fixtures shall be charged the monthly rate of ~~3.459~~3.863¢/kWh of the estimated kWh usage of each unit. Customer-owned equipment must be approved in advance as to accessibility to be eligible to receive service. The Customer will provide all pole(s), fixture(s), lamp(s), photoelectric control(s), and circuit(s) up to the point of connection to the Company's supply lines (point of service), and an adequate support for the Company-owned service conductors. The Company will provide an overhead service drop from its existing secondary conductors to the point of service designated by the Company for Customer- owned lights. Underground service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer. The distribution system shall serve no other electrical loads except the lighting equipment eligible for this rate.

MONTHLY RATES - CUSTOMER OWNED WITH RELAMPING SERVICE AGREEMENT:

The monthly rates set forth below cover both the electric service (if unmetered) and the replacement of lamps and photoelectric controls upon routine failure. Lamps or photoelectric controls damaged or destroyed due to vandalism or willful abuse are not covered by the agreement and will only be replaced at the Customer's expense. Customer-owned equipment must be approved in advance as to compatibility with Company-owned lamps and photoelectric controls and accessibility to be eligible to receive service. The Customer will provide all pole(s), fixture(s), initial lamp(s) and photoelectric control(s), and circuit(s) up to the point of connection to the Company's supply lines (point of service), and an adequate support for the Company-owned service conductors. The Company will provide an overhead service drop from its existing secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer. The distribution system shall serve no other electrical loads except the lighting equipment eligible for this rate. The Customer remains responsible for all maintenance other than the replacement of lamps and photo electric controls.

MONTHLY RATES - CUSTOMER OWNED WITH RELAMPING SERVICE AGREEMENT:

High Pressure Sodium Vapor

Initial Lamp Rating (Lumen)	Lamp Wattage	Line Wattage	Est. kWh **	Relamping Charge	Energy Charge ***	Total Charge
8800	100	120	41	$~~0.82~~0.92	$~~1.42~~1.58	$~~2.24~~2.50
16000	150	197	68	$~~0.84~~0.95	$~~2.35~~2.63	$~~3.19~~3.58
20000	200	233	80	$~~0.83~~0.93	$~~2.77~~3.09	$~~3.60~~4.02
25000	250	292	100	$~~0.84~~0.95	$~~3.46~~3.86	$~~4.30~~4.81
46000	400	477	164	$~~0.83~~0.93	$~~5.67~~6.34	$~~6.50~~7.27
125000	1000	1105	379	$~~1.10~~1.24	$~~13.11~~14.64	$~~14.21~~15.88

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~~Third~~ Fourth Revised Sheet No. 8.739.6
Cancels ~~Second~~ Third Revised Sheet No. 8.739.6

FLORIDA POWER & LIGHT COMPANY

Metal Halide

Initial Lamp Rating (Lumen)	Lamp Wattage	Line Wattage	Est. kWh **	Relamping Charge	Energy Charge ***	Total Charge
32000	400	476	163	$~~0.99~~1.11	$~~5.64~~6.30	$~~6.63~~7.41
100000	1000	1100	378	$~~3.76~~4.23	$~~13.08~~14.60	$~~16.84~~18.83

** Estimated Monthly kWh – (Line Wattage x Annual Operating Hours)/(1000 x 12)
*** Energy Charge = ~~3.459~~3.863¢/kWh x Estimated Monthly kWh Usage

The Total Charge shown above is for an unmetered fixture. If the service is metered, there will be no Energy Charge billed under this rate.

ADDITIONAL FACILITIES CHARGES FOR CUSTOMER OWNED:

Any special or additional facilities, which may be installed at the Company's option, will be billed in addition to the above Customer-owned rates.

Charge for 35 ft. wood pole $~~7.27~~6.67.

All other additional facilities shall be billed at ~~1.28~~1.25 percent per month of the Company's cost.

PROVISION FOR UP FRONT PAYMENT OF ADDITIONAL FACILITIES:

At the Customer's option, the cost of the additional facilities may be paid up front in lieu of a monthly charge. Should the Customer choose this method of payment, the amount will be the Company's total installed cost for these additional facilities for overhead or underground distribution electric service. The Company will retain ownership of th es e additional facilities.

The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

PROVISION FOR UP FRONT PAYMENT OF FIXTURES:

At the Customer's option, the cost of the fixture(s) may be paid up front in lieu of paying the monthly Total Charge of the fixture(s). Should the Customer choose this method of payment, the amount will be the Company's total installed cost for the fixture(s). The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges.

The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis the Maintenance and Energy Charges for the fixture(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

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PROVISION FOR CHANGING TO DIFFERENT FIXTURE BEFORE CONTRACT EXPIRES:

The Company will change out a fixture(s) currently being billed to a customer to a different type of fixture(s) at no cost after the expiration of the initial contract term. If a Customer requests that the change out be made prior to the end of the initial contract term, the Customer will be billed labor and overhead costs for the removal of the old fixture or parts necessary for the conversion (lamp, ballast, etc.) and the installation of the new fixture or parts necessary for the conversion (lamp, ballast, etc.). The Customer will then begin paying the price in the tariff applicable to the new fixture(s) that was installed.

TERM OF CONTRACT (OS-I/II):

Service under this ~~Rate S~~schedule shall be for an initial period of not less than three (3) years and shall remain until terminated by notice to either party by the other. When additional facilities are required, the Company may require a contract for a longer initial period.

DEPOSIT (OS-I/II):

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

ADDITIONAL CHARGES (OS-I/II):

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

FLORIDA POWER & LIGHT COMPANY

~~Seventh~~ Eighth Revised Sheet No. 8.743
Cancels ~~Sixth~~ Seventh Revised Sheet No. 8.743

RECREATIONAL LIGHTING

(Closed Schedule)

RATE SCHEDULE: RL-1

AVAILABLE:

In all areas served. Available to any customer, who, as of January 16, 2001, was either taking service pursuant to this schedule or had a fully executed Recreational Lighting Agreement with the Company.

APPLICATION:

For FPL-owned facilities for the purpose of lighting community recreational areas. This includes, but is not limited to, baseball, softball, football, soccer, tennis, and basketball.

SERVICE:

Service will be metered and will include lighting installation, lamp replacement and facilities maintenance for FPL-owned lighting systems.

~~The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and~~ The Company will use reasonable diligence to furnish a regular and uninterrupted service. Company shall not be liable to the Customer or any other person for complete or partial interruptions of service, fluctuations in voltage, or curtailment of service that may occur as a result of a variety of events and circumstances, including, without limitation: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; (e) events of an emergency or as necessary to maintain the safety and integrity of the Company's facilities; or (f) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure. In any such case, the Company will not be liable for damages, including, but not limited to, loss of revenues or production. The Company reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance.

Stand-by, non-firm, or resale service is not permitted hereunder.

TERM OF SERVICE:

The term of service is (20) twenty years. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement costs. The Company will retain ownership of these facilities.

FACILITIES PAYMENT OPTION:

The Customer will pay for the facilities in a lump sum in advance of construction. The amount will be the Company's total work order cost for these facilities times the Present Value Revenue Requirement (PVRR) multiplier of ~~1.1268~~1.1398. Monthly Maintenance and energy charges will apply for the term of service.

FACILITIES SELECTION:

Facilities selection shall be made by the Customer in writing by executing the Company's Recreational Lighting Agreement.

(Continued on Sheet No. 8.744)

FLORIDA POWER & LIGHT COMPANY

~~Eighth~~ Ninth Revised Sheet No. 8.744
Cancels ~~Seventh~~ Eighth Revised Sheet No. 8.744

(Continued from Sheet No. 8.743)

MONTHLY RATE:

Facilities:

Paid in full:	Monthly rate is zero.
10 years payment option:	~~1.265~~1.307% of total work order cost.*
20 years payment option:	~~0.848~~0.891% of total work order cost.*

* Both (10) ten and (20) twenty year payment options are closed to new service, and are only available for the duration of the term of service of those customers that have fully executed a Recreational Lighting Agreement with the Company before January 16, 2001.

Maintenance: FPL's estimated costs of maintaining lighting facilities.

Billing: FPL reserves the right to assess a charge for the recovery of any dedicated billing system developed solely for this rate.

Charge Per Month: Company's otherwise applicable general service rate schedule.

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

MINIMUM MONTHLY BILL:

As provided in the otherwise applicable rate schedule, plus the Facilities Maintenance and Billing charges.

(Continued on Sheet No. 8.745)

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FLORIDA POWER & LIGHT COMPANY

~~Sixth~~Seventh Revised Sheet No. 8.745
Cancels ~~Fifth~~ Sixth Revised Sheet No. 8.745

(Continued from Sheet No. 8.744)

EARLY TERMINATION:

If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Recreational Lighting Agreement by giving at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the following Termination Factors to the installed cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment.

FPL may also charge the Customer for the cost to the utility for removing the facilities.

Ten (10) Years Payment Option	Termination Factor	Twenty (20) Years Payment Option	Termination Factor
1	~~1.1268~~1.1398	1	~~1.1268~~1.1398
2	~~0.9749~~0.9830	2	~~1.0250~~1.0329
3	~~0.8947~~0.9040	3	~~0.9986~~1.0078
4	~~0.8086~~0.8188	4	~~0.9702~~0.9806
5	~~0.7161~~0.7268	5	~~0.9397~~0.9514
6	~~0.6169~~0.6275	6	~~0.9069~~0.9198
7	~~0.5104~~0.5203	7	~~0.8718~~0.8857
8	~~0.3960~~0.4047	8	~~0.8341~~0.8489
9	~~0.2732~~0.2799	9	~~0.7936~~0.8091
10	~~0.1415~~0.1453	10	~~0.7501~~0.7663
>10	0.0000	11	~~0.7035~~0.7200
		12	~~0.6534~~0.6701
		13	~~0.5996~~0.6163
		14	~~0.5419~~0.5582
		15	~~0.4799~~0.4954
		16	~~0.4134~~0.4277
		17	~~0.3420~~0.3547
		18	~~0.2654~~0.2759
		19	~~0.1831~~0.1908
		20	~~0.0948~~0.0991
		>20	0.0000

WILLFUL DAMAGE:

In the event of willful damage to these facilities, FPL will provide the initial repair of each installed item at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to these FPL-owned facilities, the Customer will be responsible for the cost for repair or replacement.

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.

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FLORIDA POWER & LIGHT COMPANY

~~Twenty-Eighth~~ Twenty-Ninth Revised Sheet No. 8.750
Cancels ~~Twenty-Seventh~~ Twenty-Eighth Revised Sheet No. 8.750

STANDBY AND SUPPLEMENTAL SERVICE

RATE SCHEDULE: SST-1

AVAILABLE:

In all areas served. Service under this rate schedule is on a customer by customer basis subject to the completion of arrangements necessary for implementation.

APPLICATION:

For electric service to any Customer, at a point of delivery, whose electric service requirements for the Customer's load are supplied or supplemented from the Customer's generation equipment at that point of service and require standby and/or supplemental service. For purposes of determining applicability of this rate schedule, the following definitions shall be used:

(1) "Standby Service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by the Customer's own generation equipment during periods of either scheduled (maintenance) or unscheduled (backup) outages of all or a portion of the Customer's generation.

(2) "Supplemental Service" means electric energy or capacity supplied by the Company in addition to that which is normally provided by the Customer's own generation equipment.

A Customer is required to take service under this rate schedule if the Customer's total generation capacity is more than 20% of the Customer's total electrical load and the Customer's generators are not for emergency purposes only.

Customers taking service under this rate schedule shall enter into a Standby and Supplemental Service Agreement ("Agreement"); however, failure to execute such an agreement will not pre-empt the application of this rate schedule for service.

SERVICE:

Three phase, 60 hertz, and at the available standard voltage. All service supplied by the Company shall be furnished through one metering point. Resale of service is not permitted hereunder.

Transformation Rider - TR, Sheet No. 8.820, does not apply to Standby Service.

MONTHLY RATE:

STANDBY SERVICE

Delivery Voltage:		Below 69 kV		69kV & Above
	SST-1(D1)	SST-1(D2)	SST-1(D3)	SST-1(T)
Contract Standby Demand:	Below 500 kW	500 to 1,999 kW	2,000 kW & Above	All Levels
Base Charge: Demand Charges:	~~$176.31~~195.26	~~$176.31~~195.26	~~$599.46~~663.90	~~$2,542.09~~2,2816.13
Base Demand Charges:				
Distribution Demand Charge per kW of Contract Standby Demand	~~$4.23~~4.68	~~$4.23~~4.68	~~$4.23~~4.68	N/A
Reservation Demand Charge per kW	~~$2.08~~2.30	~~$2.08~~2.30	~~$2.08~~2.30	~~$1.90~~2.10
Daily Demand Charge per kW for each daily maximum On-Peak Standby Demand	~~$1.01~~1.12	~~$1.01~~1.12	~~$1.01~~1.12	~~$0.59~~0.65

(Continued on Sheet No. 8.751)

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~~Thirty-Fourth~~Thirty-Fifth Revised Sheet No. 8.751
Cancels ~~Thirty-Third~~ Thirty-Fourth Revised Sheet No. 8.751

FLORIDA POWER & LIGHT COMPANY

(Continued from Sheet No. 8.750)

Delivery Voltage:		Below 69 kV		69 kV & Above
	SST-1(D1)	SST-1(D2)	SST-1(D3)	SST-1(T)
Contract Standby Demand:	Below 500 kW	500 to 1,999 kW	2,000 kW & Above	All Levels
Non-Fuel Energy Charges:				
Base Energy Charges:				
On-Peak Period charge per kWh	~~1.005~~1.113¢	~~1.005~~1.113¢	~~1.005~~1.113¢	~~1.000~~1.108¢
Off-Peak Period charge per kWh	~~1.005~~1.113¢	~~1.005~~1.113¢	~~1.005~~1.113¢	~~1.000~~1.108¢

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the Base Demand Charges.

DEMAND CALCULATION:

The Demand Charge for Standby Service shall be (1) the charge for Distribution Demand **plus** (2) the greater of the sum of the Daily Demand Charges **or** the Reservation Demand Charge times the maximum On-Peak Standby Demand actually registered during the month **plus** (3) the Reservation Demand Charge times the difference between the Contract Standby Demand and the maximum On-Peak Standby Demand actually registered during the month.

SUPPLEMENTAL SERVICE:

Supplemental Service shall be the total power supplied by the Company minus the Standby Service supplied by the Company during the same metering period. The charge for all Supplemental Service shall be calculated by applying the applicable retail rate schedule, excluding the Base charge.

RATING PERIODS:

On-Peak:
November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ~~EST~~ ET to 10 a.m. ~~EST~~ ET and 6 p.m. ~~EST~~ ET to 10 p.m. ~~EST~~ ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ~~EST~~ ET to 9 p.m. ~~EST~~ ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:
All other hours.

CONTRACT STANDBY DEMAND:

The level of Customer's generation requiring Standby Service as specified in the Agreement. This Contract Standby Demand will not be less than the maximum load actually served by the Customer's generation during the current month or prior 23-month period less the amount specified as the Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment. For a Customer receiving only Standby Service as identified under Special Provisions, the Contract Standby Demand shall be maximum load actually served by the Company during the current month or prior 23-month period.

A Customer's Contract Standby Demand may be re-established to allow for the following adjustments:

1. Demand reduction resulting from the installation of FPL Demand Side Management Measures or FPL Research Project efficiency measures; or

(Continued on Sheet No. 8.752)

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(Continued from Sheet No. 8.751)

2. Demand reductions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by FPL; or

3. Permanent changes to customer facilities that result in a permanent loss of electric load, including any fuel substitution resulting in permanently reduced electricity consumption, upon verification by FPL.

The re-established Contract Standby Demand shall be the higher of the actual Contract Standby Demand calculated in the next billing period following the Customer's written request or the prior Contract Standby Demand minus the calculated demand reduction. Requests to re-establish the Contract Standby Demand may be processed up to twice per calendar year when more than one efficiency measure is installed or where the same efficiency measure is installed in phases.

STANDBY DEMAND:

When the Customer's generation is less than the minimum normal operating level as specified in the Agreement, the Standby Demand is the lesser of (1) the Contract Standby Demand minus the Customer's load being served by the Customer's generation, but not less than zero, or (2) the level of Demand being supplied by the Company.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of the Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than five years. The Customer shall give the Company at least five years written notice before the Customer may transfer from service under this rate schedule to an applicable retail rate schedule. Transfers, with less than five years written notice, to an applicable retail rate schedule may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company, and the Company's other ratepayers.

SPECIAL PROVISIONS:

The Customer will allow the Company to make all necessary arrangements to meter (1) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment and, if the Customer is interconnected and operating electric generating equipment in parallel with the Company's system, (3) the capacity and energy supplied to the Company by the Customer's generation equipment. The Company shall provide and the Customer shall be required to pay the installation, operation and maintenance costs incurred by the Company for the metering equipment required in (2) and (3) described above. The Company shall retain ownership of all metering equipment.

Where the Customer and the Company agree that the Customer's service requirements are totally standby or totally supplemental, the Company shall bill the Customer accordingly and not require Company metering of the gross demand and energy output of the Customer's generation equipment provided that where only Standby Service is taken, (1) the Customer and the Company agree to the maximum amount of Standby Service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating equipment from its own metering as is necessary to permit analysis and reporting of the load and usage characteristics of Standby and Supplemental Service.

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.

FLORIDA POWER & LIGHT COMPANY

~~Thirty-Third~~ Thirty-Fourth Revised Sheet No. 8.760
Cancels ~~Thirty-Second~~ Thirty-Third Revised Sheet No. 8.760

INTERRUPTIBLE STANDBY AND SUPPLEMENTAL SERVICE
(OPTIONAL)

RATE SCHEDULE: ISST-1

AVAILABLE:

In all areas served. Service under this rate schedule is on a customer by customer basis subject to the completion of arrangements necessary for implementation.

LIMITATION OFAVAILABILITY:

This schedule may be modified or withdrawn subject to determinations made under Commission Rule 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

APPLICATION:

A Customer who is eligible to receive service under the Standby and Supplemental Service (SST-1) rate schedule may, as an option, take service under this rate schedule, unless the Customer has entered into a contract to sell firm capacity and/or energy to the Company, and the Customer cannot restart its generation equipment without power supplied by the Company, in which case the Customer may only receive Standby and Supplemental Service under the Company's SST-1 rate schedule.

Customers taking service under this rate schedule shall enter into an Interruptible Standby and Supplemental Service Agreement ("Agreement"). This interruptible load shall not be served on a firm service basis until service has been terminated under this rate schedule.

SERVICE:

Three phase, 60 hertz, and at the available standard voltage.

A designated portion of the Customer's load served under this schedule is subject to interruption by the Company. Transformation Rider-TR, where applicable, shall only apply to the Customer's Contract Standby Demand for delivery voltage below 69 kV. Resale of service is not permitted hereunder.

MONTHLY RATE:

STANDBY SERVICE Delivery Voltage:	Distribution Below 69 kV ISST-1(D)	Transmission 69 kV & Above ISST-1(T)
Base Charge:	$~~685.64~~759.35	$~~2,804.40~~3,106.71
Demand Charges:		
Base Demand Charges:		
Distribution Demand Charge per kW of Contract Standby Demand	$~~4.23~~4.68	N/A
Reservation Demand Charge per kW of Interruptible Standby Demand	$~~0.36~~0.40	$~~0.41~~0.45
Reservation Demand Charge per kW of Firm Standby Demand	$~~2.08~~2.30	$~~1.90~~2.10
Daily Demand Charge per kW for each daily maximum On-Peak Interruptible Standby Demand	$~~0.17~~0.19	$~~0.16~~0.18
Daily Demand Charge per kW for each daily maximum On-Peak Firm Standby Demand	$~~1.01~~1.12	$~~0.59~~0.65
Non-Fuel Energy Charges: Base Energy Charges:		
On-Peak Period charge per kWh	~~1.005~~1.113¢	~~1.000~~1.108¢
Off-Peak Period charge per kWh	~~1.005~~1.113¢	~~1.000~~1.108¢

(Continued on Sheet No. 8.761)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Eighth~~Ninth Revised Sheet No. 8.761
Cancels ~~Seventh~~ Eighth Revised Sheet No. 8.761

(Continued from Sheet No. 8.760)

Additional Charges:

See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum: The Base Charge plus the Base Demand Charges.

DEMAND CALCULATION:

The Demand Charge for Standby Service shall be:

Distribution - (1) the charge for Distribution Demand **PLUS**

Firm Service - (2) a) the greater of the sum of the Daily Firm Standby Demand Charges **OR** the Reservation Firm Standby Demand Charge times the maximum On-Peak Firm Standby Demand actually registered during the month **PLUS**

b) the Reservation Firm Standby Demand Charge times the difference between the Contract Firm Standby Demand and the maximum On-Peak Firm Standby Demand actually registered during the month **PLUS**

Interruptible Service - (3) a) the greater of the sum of the Daily Interruptible Standby Demand Charges **OR** the Reservation Interruptible Standby Demand Charge times the maximum On-Peak Interruptible Standby Demand actually registered during the month **PLUS**

b) the Reservation Interruptible Standby Demand Charge times the difference between the Contract Interruptible Standby Demand and the maximum On-Peak Interruptible Standby Demand actually registered during the month.

SUPPLEMENTAL SERVICE:

Supplemental Service shall be the total power supplied by the Company minus the Standby Service supplied by the Company during the same metering period. The charge for all Supplemental Service shall be calculated by applying the otherwise applicable rate schedule, excluding the Base charge.

If all or a portion of a Customer's Supplemental Service is Interruptible, then Supplemental Service will be provided pursuant to Rate Schedule CILC-1 or the General Service/Industrial Demand Reduction Rider.

INTERRUPTION:

Interruption Condition:

The Customer's interruptible load served under this rate schedule is subject to interruption when such interruption alleviates any emergency conditions or capacity shortages, either power supply or transmission, or whenever system load, actual or projected, would otherwise require the peaking operation of the Company's generators. Peaking operation entails taking base loaded units, cycling units or combustion turbines above the continuous rated output, which may overstress the generators. These conditions will typically result in less than fifteen (15) interruption periods per year, will typically allow advance notice of four (4) hours or more prior to an interruption period and will typically result in interruption periods of four (4) hours' duration. The Company will not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur as a result of (i) interruptions of more than fifteen (15) periods per year or (ii) providing less than four (4) hours notice. The operating limits under this tariff are described below.

Frequency: The frequency of interruption will not exceed twenty-five (25) interruption periods per year.

Notice: The Company will provide one (1) hour's advance notice or more to a Customer prior to interrupting the Customer's interruptible load.

Duration: The duration of a single period of interruption will not exceed six (6) hours.

(Continued on Sheet No. 8.762)

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

~~Fourth~~ Fifth Revised Sheet No. 8.762
Cancels ~~Third~~ Fourth Revised Sheet No. 8.762

(Continued from Sheet No. 8.761)

In the event of an emergency, such as a Generating Capacity Emergency (See Definitions) or a major disturbance, greater frequency, less notice, or longer duration than listed above may occur. If such an emergency develops, the Customer will be given 15 minutes' notice. Less than 15 minutes' notice may only be given in the event that failure to do so would result in loss of power to firm service customers or the purchase of emergency power to serve firm service customers. The Customer agrees that the Company will not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur as a result of providing no notice or less than one (1) hours' notice.

Customer Responsibility:

The Company will interrupt the interruptible portion of the Customer's service for a one-hour period, once per year at a mutually agreeable time and date for testing purposes. Testing purposes include the testing of the interruption equipment to ensure that the load is able to be interrupted within the agreed specifications. If the Customer's load has been successfully interrupted during the previous 12 months, this test obligation will have been met.

The Customer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically interrupt the Customer's load, as specified in the Agreement.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ~~EST~~ ET to 10 a.m. ~~EST~~ ET and 6 p.m. ~~EST~~ ET to 10 p.m. ~~EST~~ ET excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon ~~EST~~ ET to 9 p.m. ~~EST~~ ET excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

CONTRACT STANDBY DEMAND:

The level of Customer's load requiring Standby Service as specified in the Agreement. This Contract Standby Demand will not be less than the maximum load actually served by the Customer's generation during the current month or prior 23-month period less the amount specified as the Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generating equipment. For a Customer receiving only Standby Service as identified under Special Provisions, the Contract Standby Demand shall be the maximum load actually served by the Company during the current month or prior 23-month period.

A Customer's Contract Standby Demand may be re-established to allow for the following adjustments:

1. Demand reduction resulting from the installation of FPL Demand Side Management Measures or FPL Research Project efficiency measures; or
2. Demand reductions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by FPL; or
3. Permanent changes to customer facilities that result in a permanent loss of electric load, including any fuel substitution resulting in 8.80permanently reduced electricity consumption, upon verification by FPL.

The re-established Contract Standby Demand shall be the higher of the actual Contract Standby Demand calculated in the next billing period following the Customer's written request or the prior Contract Standby Demand minus the calculated demand reduction. Requests to re-establish the Contract Standby Demand may be processed up to twice per calendar year when more than one efficiency measure is installed or where the same efficiency measure is installed in phases.

STANDBY DEMAND:

When the Customer's generation is less than the minimum normal operating level as specified in the Agreement, the Standby Demand is the lesser of (1) the Contract Standby Demand minus the Customer's load being served by the Customer's generation, but not less than zero, or (2) the level of Demand being supplied by the Company.

FIRM STANDBY DEMAND:

The Customer's Firm Standby Demand shall be the lesser of the "Firm Standby Demand" level specified in the Customer's Agreement with the Company, or the highest Standby Demand. The level of "Firm Standby Demand" specified in the Agreement shall not be exceeded during the periods when the Company is interrupting the Customer's load.

(Continued on Sheet No. 8.763)

FLORIDA POWER & LIGHT COMPANY

~~Thirteenth~~Fourteenth Revised Sheet No. 8.763
Cancels ~~Twelfth~~ Thirteenth Revised Sheet No. 8.763

(Continued from Sheet No. 8.762)

INTERRUPTIBLE STANDBY DEMAND:

The Customer's Interruptible Standby Demand shall be the Customer's Standby Demand less the Customer's Firm Standby Demand.

INTERRUPTION PERIOD:

All hours established by the Company during a monthly billing period in which:

1. the Customer's load is interrupted, or
2. the Customer is billed pursuant to the Continuity of Service Provision.

EXCEPTIONS TO CHARGES FOR EXCEEDING FIRM DEMAND:

If the Customer exceeds the "Firm Standby Demand" during a period when the Company is interrupting load due to:

1. Force Majeure events, as defined in the Technical Terms and Abbreviations of the Company Tariff, ~~(see Definitions)~~ which are demonstrated to the satisfaction of the Company to have been beyond the Customer's control, or
2. maintenance of generation equipment necessary for interruption which is performed at a pre-arranged time and date mutually agreed to by the Company and the Customer(See Special Provisions), or
3. adding firm load that was not previously non-firm load to their facility, or
4. an event affecting local, state, or national security and space launch operations, within five (5) days prior to an impending launch,

then the Customer will not be required to pay the Charges for Exceeding Firm Demand during the period of such exceptions, but will be billed pursuant to the Continuity of Service Provision.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, then the Company will terminate service under this rate schedule as described in TERM OF SERVICE.

CHARGES FOR EXCEEDING FIRM STANDBY DEMAND:

If the Customer exceeds the "Firm Standby Demand" during a period when the Company is interrupting load for any reason other than those specified in Exceptions to Charges for Exceeding Firm Standby Demand, then the Customer will be:

1. billed the difference between the Reservation Demand Charge for Firm Standby Demand and the Reservation Demand Charge for Interruptible Standby Demand for the excess kw for the prior sixty (60) months or the number of months the Customer has been billed under the rate schedule, whichever is less, and
2. billed a penalty charge of $1.52 per kw of excess kw for each month of rebilling.

Excess kw for rebilling and penalty charges is determined by taking the difference between the maximum demand during the Interruption Period and the Customer's "Firm Standby Demand". The Customer will not be rebilled or penalized twice for the same excess kw in the calculation described above.

TERM OF SERVICE:

Service under this Rate Schedule shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination.

Transfers, with less than five (5) years' written notice, to any firm retail rate schedule for which the Customer would qualify may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, the Customer may terminate the Agreement by giving thirty (30) days' advance written notice to the Company.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate this service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

In the even that:

a) service is terminated by the Company for any reason(s) specified in this section, or

b) the Customer transfers the interruptible portion of the Customer's load to "Firm Standby Demand" or to a firm or a curtailable service rate schedule without providing at least five (5) years' advance written notice, or

(Continued on Sheet No. 8.764)

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Effective: ~~February 1, 2025~~

Thirteenth Revised Sheet No. 8.764

FLORIDA POWER & LIGHT COMPANY

Cancels Twelfth Revised Sheet No. 8.764

(Continued from Sheet No. 8.763)

c) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under firm service or curtailable service rate schedule, or under this Rate Schedule with a shift from non-firm load to firm service,

i) at a different location in the Company's service area, or

ii) under a different name or different ownership, or

iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite five (5) years' advance written notice,

then the Customer will be:

1. rebilled under Rate Schedule SST-1 for the shorter of (a) the most recent prior sixty (60) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and

2. billed a penalty charge of $1.52 per kW times the number of months rebilled in No. 1 above times the Contract Standby Demand.

Except as noted below:

If service under this schedule is terminated by the Customer for any reason, the Customer will not be rebilled as specified in paragraphs 1. and 2. above if:

a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's ISST-1 Schedule or is in the best interests of the Customer, the Company, and the Company's other customers, or

b. the Customer is required to transfer to another retail rate schedule as a result of Commission Rule 25-6.0438, F.A.C., or

c. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility without continuing or establishing similar operations elsewhere in the Company's service area, or,

d. any other Customer(s) with demand reduction equivalent to, or greater than, that of the existing Customer(s) agrees to take service under this Rate Schedule and the MW demand reduction commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) has(have) the equipment installed and is (are) available for interruption.

In the event the Customer pays the penalty charges because no replacement Customer(s) is(are) available as specified in paragraph d . above, but the replacement Customer(s) does(do) become available within 12 months from the date of termination of service under this Rate Schedule, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any load control periods which occur before the replacement Customer(s) became available.

SPECIAL PROVISIONS:

1. Interruption of the Customer's load shall be accomplished through the Company's load management systems by use of control circuits connected directly to the Customer's switching equipment.

2. The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or removing Company-owned interruption equipment.

3. It shall be the responsibility of the Customer to determine that all electrical equipment to be interrupted is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.

4. The Company is not required to install interruption equipment if the installation cannot be economically justified.

5. Billing under this Rate Schedule will commence after the installation, inspection and successful testing of the interruption equipment.

6. Maintenance of the Customer's generation equipment necessary for the implementation of load control will not be scheduled during periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service customers.

(Continued on Sheet No. 8.765)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: February 1, 2025

FLORIDA POWER & LIGHT COMPANY

~~First~~Second Revised Sheet No. 8.765
Cancels ~~Original~~ First Revised Sheet No. 8.765

(Continued from Sheet No. 8.764)

The Customer will allow the Company to make all necessary arrangements to meter (1) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment to the interruptible load served by the Customer and, if the Customer is interconnected and operating electric generating equipment in parallel with the Company's system, (3) the capacity and energy supplied to the Company by the Customer's generating equipment. The Company shall provide and the Customer shall be required to pay the installation, operation and maintenance costs incurred by the Company for the metering equipment required in (2) and (3) described above. The Company shall retain ownership of all metering equipment.

Where the Customer and the Company agree that the Customer's interruptible service requirements are totally standby or totally supplemental, the Company shall bill the Customer accordingly and not require Company metering of the gross demand and energy output of the Customer's generating equipment provided that where only Standby Service is taken, (1) the Customer and the Company agree to the maximum amount of interruptible standby service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating equipment from its own metering as is necessary to permit analysis and reporting of the load and usage characteristics of Interruptible Standby and Supplemental Service.

CONTINUITY OF SERVICE PROVISION

In order to minimize the frequency and duration of interruptions requested under this rate schedule, the Company will attempt to obtain reasonably available additional capacity and/or energy during periods for which interruptions may be requested. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Customers during a capacity shortage; in other words, the Company is not obligated to account for, or otherwise reflect in its generation planning and construction, the possibility of providing capacity and/or energy under this Continuity of Service Provision. . The Company shall not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur in the event Company is unable to obtain reasonably available additional capacity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested. Any non- firm customers so electing to receive capacity and/or energy which enable(s) the Company to continue service to the Customer's non-firm loads during these periods will be subject to the additional charges set forth below.

In the event a Customer elects not to have its non-firm load interrupted pursuant to this schedule, the Customer shall pay, in addition to the normal charges provided hereunder, a charge reflecting the additional costs incurred by the Company in continuing to provide service, less the applicable class fuel charge for the period during which the load would otherwise have been interrupted (see Sheet No. 8.830). This incremental charge shall apply to the Non-Firm Customer for all consumption above the Customer's Firm Standby Demand during the time in which the non-firm load would otherwise have been interrupted. If, for any reason during such period, this capacity and/or energy is (are) no longer available or cannot be accommodated by the Company's system, the terms of this Continuity of Service Provision will cease to apply and interruptions will be required for the remainder of such period. The Company will not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur as a result of any such interruptions.

Any Customer served under this Rate Schedule may elect to minimize the interruptions through the procedure described above. The initial election must be made in the Agreement. Any adjustment or change to the election must be provided to the Company with at least 24 hours' written notice (not including holidays and weekends) and must be by mutual agreement, in writing, between the Customer and the Company. In such case, the written notice will replace any prior election with regard to this Continuity of Service Provision.

RULES AND REGULATIONS:

Service under this Rate 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 Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

DEFINITIONS:

Generating Capacity Emergency:

A Generating Capacity Emergency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including purchased power, to supply its firm load obligations.

~~Force Majeure:~~

~~Force Majeure for the purposes of this Rate Schedule means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.~~

FLORIDA POWER & LIGHT COMPANY

~~Fifth~~ Sixth Revised Sheet No. 8.800
Cancels ~~Fourth~~Fifth Revised Sheet No. 8.800

ECONOMIC DEVELOPMENT RIDER – EDR

AVAILABLE:

In all areas served.

This Rider is available for load associated with initial permanent service to new establishments or the expansion of existing establishments. The New Load applicable under this Rider must be a minimum of 350 kW at a single ~~delivery point~~location, and such New Load cannot exceed 25 megawatts at the location. To qualify for service under this Rider, the Customer must employ an additional work force of at least 25 full-time employees ~~per 350 kW of New Load~~. The Customer must meet its New Load commitment on an annual basis during the term of the Rider.

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~~location on the Florida Power and Light system to another on the Florida Power and Light system.

The load and employment requirements under the Rider must be achieved at the same ~~delivery point~~location. Additional metering equipment may be required to qualify for this Rider. The Customer's Service Agreement under this Rider must include a description of the amount and nature of the load being provided, the number of full-time jobs resulting, and documentation verifying that the availability of the Economic Development Rider is a significant factor in the Customer's location/expansion decision.

LIMITATION OF SERVICE:

The Company reserves the right to limit applications for this Rider when the Company's Economic Development expenses from this Rider, the ~~Existing Facility Economic Development Rider (EFEDR)~~ Large Economic Development Rider, and other sources exceed the maximum amount allowed by FPSC rule 25-6.0426 F.A.C. Service under this rider may not be combined with non-firm rate schedules, or other business incentive riders ~~or combined with service under the EFEDR after January 1, 2022~~.

DEFINITION:

New Load: New Load is that which is added to the Company's system by a new establishment after January 1, ~~2022~~2026. For existing establishments, New Load is the net incremental load above that which existed prior to approval for service under this Rider.

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% "~~
~~Year 5 0% "~~

	EDR customers prior to 2026	EDR Customers after 2026	
Year 1	20%	20%	reduction in base demand and energy charges*
Year 2	15%	15%	
Year 3	10%	10%	
Year 4	5%	5%	
Year 5	0%	5%	

* All other charges will be based on the Customer's otherwise applicable rate. The otherwise applicable rates may be any of the following: GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT.

(Continued on Sheet No. 8.801)

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

~~Third~~ Fourth Revised Sheet No. 8.801
Cancels ~~Second~~ Third Revised Sheet No. 8.801

(Continued from Sheet No. 8.800)

TERM OF SERVICE:

The Customer agrees to a five-year contract term. Service under this Rider will commence when the Customer has met its New Load commitment as indicated in the Customer's Service Agreement, but in no event later than two years from the Customer's service delivery date. Beginning with the date of commencement of service under this Rider, a reduction in the monthly bill will be applied to the total bill for the qualifying New Load under this Rider. 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~~ achieve 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 for the preceding 12 months, 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 for the preceding 12 months plus interest.

RULES AND REGULATIONS:

Service under this rider ~~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: ~~S. E. Romig, Director, Rates and Tariffs~~Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~March 7, 2003~~

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.802
Cancels Original Sheet No. 8.802

ECONOMIC DEVELOPMENT RIDER – LARGE EDR

AVAILABLE:

In all areas served.

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 in a targeted industry, as defined by the state of Florida's most current economic development policy, who make application to the Company for service under this Rider, and for whom the Company approves such application ~~after January 1, 2022~~. The New Load applicable under this Rider must be a minimum of 1 MW at a single ~~delivery point~~ location, and such New Load cannot exceed 25 megawatts at the location. To qualify for service under this Rider, the Customer must employ an additional work force of at least 40 full-time employees ~~per 1 MW of New Load~~. The Customer must meet its New Load commitment on an annual basis during the term of the Rider.

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~~location on the Florida Power and Light system to another on the Florida Power and Light system.

The load and employment requirements under the Rider must be achieved at the same ~~delivery point~~location. Additional metering equipment may be required to qualify for this Rider. The Customer's Service Agreement under this Rider must include a description of the amount and nature of the load being provided, the number of full-time jobs resulting, and documentation verifying that the availability of the Economic Development Rider is a significant factor in the Customer's location/expansion decision.

LIMITATION OF SERVICE:

The Company reserves the right to limit applications for this Rider when the Company's Economic Development expenses from this Rider, the ~~Existing Facility Economic Development Rider (EFEDR)~~ Economic Development Rider, and other sources exceed the maximum amount allowed by FPSC rule 25-6.0426 F.A.C. Service under this rider may not be combined with non-firm rate schedules, or other business incentive riders ~~or combined with service under the EFEDR~~.

DEFINITION:

New Load: New Load is that which is added to the Company's system by a new establishment after January 1, ~~2022~~2026. For existing establishments, New Load is the net incremental load above that which existed prior to approval for service under this Rider.

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 – 40% reduction in base demand and energy charges*~~
~~Year 2 – 30% "~~
~~Year 3 – 20% "~~
~~Year 4 – 10% "~~
~~Year 5 – 0% "~~

	EDR customers prior to 2026	EDR Customers after 2026	
Year 1	40%	40%	reduction in base demand and energy charges*
Year 2	30%	30%	
Year 3	20%	20%	
Year 4	10%	10%	
Year 5	0%	10%	

* All other charges will be based on the Customer's otherwise applicable rate. The otherwise applicable rates may be any of the following: GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT.

TERM OF SERVICE:

The Customer agrees to a five-year contract term. Service under this Rider will commence when the Customer has met its New Load commitment as indicated in the Customer's Service Agreement, but in no event later than two years from the Customer's service delivery date. Beginning with the date of commencement of service under this Rider, a reduction in the monthly bill will be applied to the total bill for the qualifying New Load under this Rider. 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~~ achieve 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.

(Continue on Sheet No. 8.802.1)

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~ VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

~~First~~ Second Revised Sheet No. 8.802.1
Cancels ~~Original~~First Revised Sheet No. 8.802.1

(Continued from Sheet No. 8.802)

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 for the preceding 12 months, plus interest.

RULES AND REGULATIONS:

Service under this ~~schedule~~ rider 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: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~ VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

~~Eighteenth~~ Nineteenth Revised Sheet No. 8.820
Cancels ~~Seventeenth~~ Eighteenth Revised Sheet No. 8.820

TRANSFORMATION- RIDER-TR

AVAILABLE:

In all areas served.

APPLICATION:

In conjunction with any general service rate schedule with demand over 24 kW ~~or industrial~~ rate schedule specifying delivery of service at any available standard voltage when Customer takes service from available primary lines of 2400 volts or higher at a single point of delivery.

MONTHLY CREDIT:

The Company, at its option, will either provide and maintain transformation facilities equivalent to the capacity that would be provided if the load were served at a secondary voltage from transformers at one location or, when Customer furnishes transformers, the Company will allow a monthly credit of $~~0.360~~0.29 per kW of Billing Demand. Any transformer capacity required by the Customer in excess of that provided by the Company hereunder may be rented by the Customer at the Company's standard rental charge.

The credit will be deducted from the monthly bill as computed in accordance with the provisions of the Monthly Rate section of the applicable Rate Schedule before application of any discounts or adjustments. No monthly bill will be rendered for an amount less than the minimum monthly bill called for by the Agreement for Service.

SPECIAL CONDITIONS:

The Company may change its primary voltage at any time after reasonable advance notice to any Customer receiving credit hereunder and affected by such change, and the Customer then has the option of changing its system so as to receive service at the new line voltage or of accepting service (without the benefit of this rider) through transformers supplied by the Company.

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.

FLORIDA POWER & LIGHT COMPANY

~~Seventy-Sixth~~ Seventy-Seventh Revised Sheet No. 8.830
Cancels ~~Seventy-Fifth~~ Seventy-Sixth Revised Sheet No. 8.830

SEASONAL DEMAND – TIME OF USE RIDER – SDTR
(OPTIONAL)

~~RIDER~~RATE SCHEDULE: SDTR

AVAILABLE:
In all areas served.

APPLICATION:
For electric service required for general service- or industrial lighting, power and any other purpose with a measured Demand in excess of 25 kW. This is an optional rate available to customers otherwise served under the GSD-1 GSDT-1, GSLD-1, GSLDT-1, GSLD-2 or GSLDT-2 Rate Schedules. GSD-1 customers taking service under the Seasonal Demand Time of Use will not be eligible to participate in the Budget Billing Plan program.

SERVICE:
Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:
OPTION A: Non-Seasonal Standard Rate

Annual Maximum Demand	SDTR-1 25-499 kW	SDTR-2 500-1,999 kW	SDTR-3 2,000 kW or greater
Base Charge:	~~$30.41~~33.71	~~$89.26~~98.69	~~$258.54~~286.07
Demand Charges:			
Seasonal On-peak Demand Charge Per kW of Seasonal On-peak Demand	~~$11.48~~13.56	~~$13.12~~15.58	~~$13.36~~15.10
Seasonal Maximum Demand Charge	~~$0.71~~0.79	~~$0.80~~0.88	~~$0.69~~0.76
Non-Seasonal Demand Charge Per kW of Non-Seasonal Maximum Demand	~~$11.17~~12.01	~~$13.60~~14.46	~~$13.66~~15.12
Energy Charges:			
Base Seasonal On-Peak Per kWh of Seasonal On-Peak Energy	~~10.554~~11.624¢	~~6.855~~7.211¢	~~5.555~~5.992¢
Base Seasonal Off-Peak Per kWh of Seasonal Off-Peak Energy	~~1.690~~1.862¢	~~1.422~~1.572¢	~~1.343~~1.486¢
Base Non-SeasonalEnergy Charge Per kWh of Non-Seasonal Energy	~~2.549~~2.825¢	~~1.971~~2.179¢	~~1.713~~1.895¢

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~Twenty-Eighth~~Twenty-Ninth Revised Sheet No. 8.831
Cancels ~~Twenty-Seventh~~ Twenty-Eighth Revised Sheet No. 8.831

(Continued from Sheet No. 8.830)

OPTION B: Non-Seasonal Time of Use

Annual Maximum Demand	SDTR-1 25-499 kW	SDTR-2 500-1,999kW	SDTR-3 2,000 kW or greater
Base Charge:	$~~30.41~~33.71	$~~89.26~~98.69	$~~258.54~~286.07
Demand Charges:			
Seasonal On-peak Demand Charge Per kW of Seasonal On-peak Demand	$~~11.48~~13.56	$~~13.12~~15.58	$~~13.36~~15.10
Non-Seasonal Demand Charge Per kW of Non-Seasonal Peak Demand	$~~10.47~~10.82	$~~12.80~~13.27	$~~12.98~~13.65
Maximum Demand	$~~0.71~~0.79	$~~0.80~~0.88	$~~0.69~~0.76
Energy Charges:			
Base Seasonal On-Peak Per kWh of Seasonal On-Peak Energy	~~10.554~~11.624¢	~~6.855~~7.211¢	~~5.555~~5.992¢
Base Seasonal Off-Peak Per kWh of Seasonal Off-Peak Energy	~~1.690~~1.862¢	~~1.422~~1.572¢	~~1.343~~1.486¢
Base Non-Seasonal On-Peak Per kWh of Non-Seasonal On-Peak Energy	~~5.592~~5.786¢	~~4.019~~3.946¢	~~3.334~~3.594¢
Base Non-Seasonal Off-Peak Per kWh of Non-Seasonal Off-Peak Energy	~~1.690~~1.862¢	~~1.422~~1.572¢	~~1.343~~1.486¢

Additional Charges:
See Billing Adjustments section, Sheet No. 8.030, for additional applicable charges.

Minimum Charge: The Base Charge plus the currently effective Demand Charges.

NON-SEASONAL RATING PERIODS (OPTION B only):

Non-Seasonal On-Peak Period:
November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. ~~EST~~ ET to 10 a.m. ~~EST~~ ET and 6 p.m. ~~EST~~ ET to 10 p.m. EST excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through May 31 and October 1 through October 31: Mondays through Fridays during the hours from 12 noon ~~EST~~ ET to 9 p.m. ~~EST~~ ET excluding Memorial Day.

Non-Seasonal Off-Peak Period:
All other hours.

(Continued on Sheet No. 8.832)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 1, 2025~~

FLORIDA POWER & LIGHT COMPANY

~~First~~ Second Revised Sheet No. 8.832
Cancels ~~Original~~ First Revised Sheet No. 8.832

(Continued from Sheet No. 8.831)

ANNUAL MAXIMUM DEMAND:
The Annual Maximum Demand is the highest monthly Maximum Demand kW recorded during the last 12 months to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during any month as adjusted for power factor.

SEASONAL ON-PEAK DEMAND:
The Seasonal On-Peak Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor between the hours of 3 p.m. ~~EST~~ ET and 6 p.m. ~~EST~~ ET on weekdays during the billing months of June through September, excluding Memorial Day, Independence Day and Labor Day.

SEASONAL ON-PEAK ENERGY:
The kWh consumed during the hours of 3 p.m. ~~EST~~ ET and 6 p.m. ~~EST~~ ET on weekdays during the billing months June through September, excluding Memorial Day, Independence Day and Labor Day.

SEASONAL OFF-PEAK ENERGY:
All other hours during the billing months of June, July, August and September.

NON-SEASONAL DEMAND:
The Non-Seasonal Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor during the billing months of January through May and October through December.

NON-SEASONAL ENERGY (OPTION A):
The kWh consumed during the billing months of January through May and October through December.

NON-SEASONAL ON-PEAK ENERGY (OPTION B):
The kWh consumed during Non-Seasonal On-Peak Period.

NON-SEASONAL OFF-PEAK ENERGY (OPTION B):
The kWh consumed during Non-Seasonal Off-Peak Period.

TERM OF SERVICE:
Initial term is one year with automatic, successive one year extensions unless terminated in writing by either the Company or the Customer at least ninety (90) days prior to the expiration of the current Term of Service.

TERMINATION PROVISIONS:
Customers terminating service before the end of their current Term of Service shall be rebilled under the otherwise applicable rate for the lesser of 1) total period of time in which service under the Seasonal Demand Time of Use Rider was taken or 2) the most recent twelve months. Customers terminating service under the Seasonal Demand Time of Use Rider shall not be eligible to receive service under the ~~Rider~~ schedule for a period of twelve months.

RULES AND REGULATIONS:
Service under this ~~Rider~~ 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 provisions of this ~~Rider~~ schedule and said "General Rules and Regulations for Electric Service" the provisions of this ~~Rider~~ schedule shall apply.

FLORIDA POWER & LIGHT COMPANY

~~First~~ Second Revised Sheet No. 8.845
Cancels ~~Original~~ First Revised Sheet No. 8.845

SUPPLEMENTAL POWER SERVICES RIDER ~~PILOT~~
(OPTIONAL)

RATE SCHEDULE: OSP-1

AVAILABLE:

In all areas served. This optional rider ("Rider") is available on a voluntary basis to Customers who desire an alternative source of power supply ~~and/or~~ power conditioning service, and /or electrical distribution equipment rated at 100 kW or greater ("Service") in the event Customers' normal electric supply is disrupted. ~~This Rider shall expire on December 31, 2025 unless extended by approval of the FPSC. No new Optional Supplemental Power Services Agreements may be executed following the expiration of this Rider.~~ Service under this Rider shall be provided under the terms specified in the Optional Supplemental Power Services Agreements, ~~that are outstanding at such time as the Rider expires.~~

APPLICATION:

Service is provided through the installation of equipment by the Company at the Customer's premise, the purpose of which is to meet the Customer's requested scope of Service. In order to meet the Service need identified by the Customer, the Company will conduct an evaluation of Customer requirements and of potential solutions, including the potential need of a detailed professional engineering design through a feasibility study. The Company and the Customer may thereafter execute a Residential or Non-Residential Optional Supplemental Power Services Agreement ("Agreement") which must include a description of the equipment to be installed, the Service to be performed, and the monthly charge for the Service. Upon receipt of the proposed Agreement from Company, the Customer shall have no more than ninety (90) days to execute the Agreement. After 90 days, the proposed Agreement shall be considered expired, unless extended in writing by the Company.

Service would be at the Customer's request and is not considered by the Company to be usual and customary for the type of installation to be served.

LIMITATION OF SERVICE:

Installation of Service equipment shall be made only when, in the judgment of the Company, the location and the type of the Service equipment are, and will continue to be economical, accessible and viable. The Company will own, operate and maintain the Service equipment for the term of the Agreement.

The Company may, at its option, provide and maintain equipment required by the Customer beyond the point of delivery for standard electric service. In the event that Company agrees to a Customer's request to connect generating equipment on the Company's side of the billing meter, energy provided by such equipment will be billed under the Customer's otherwise applicable general service rate schedule.

MONTHLY SERVICE PAYMENT:

The Company will design, procure, install, own, operate and provide maintenance to all equipment included in the determination of the Monthly Service Payment. The Monthly Service Payment under this Rider is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following formula:

Monthly Service Payment = Capital Cost + Expenses

Where:

Capital Cost shall be levelized over the term of Service based upon the estimated installed cost of equipment times a carrying cost. The carrying cost is the cost of capital, reflecting current capital structure and most recent FPSC-approved return on common equity.

Any replacement cost(s) expected to be incurred during the term of Service will also be included. Any equipment installed by the Company that is not necessary to support Service to the customer shall not be included in the Monthly Service Payment.

Except for fuel expenses (including any fuel treatment and / or additives), projected expenses will be recovered on a levelized basis over the term of Service and may include, but not be limited to: non-fuel operations and maintenance expenses associated with the installed equipment, administrative and general expenses, depreciation expense, income taxes, and property taxes that will be recorded as costs are incurred.

(Continue on Sheet No. 8.846)

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.846**

(Continued from Sheet No. 8.845)

Fuel expenses, if applicable, will be recalculated annually for the following 12-month period based on forecasted operating parameters and expected fuel costs, and will be in addition to the Monthly Service Payment. Fuel expense will be based upon an estimate of the cost of fuel consumed for back-up operation and testing and also includes, but is not limited to, delivery costs, inventory costs, administrative expenses and taxes applicable to Company's acquisition, storage and delivery of the fuel. Actual fuel expenditures will be reconciled to projected fuel revenues annually and any differential will be incorporated into the following twelve (12) month fuel charge component.

REVISIONS TO MONTHLY SERVICE PAYMENT:

In addition to annual revisions to fuel expense, when applicable, during the term of the Service, the Monthly Service Payment(s) may be adjusted, by agreement of both the Customer and the Company, to reflect the Customer's request for modifications to the Service and equipment specified in the Optional Supplemental Power Services Agreement. Modifications include, but are not limited to, equipment modifications necessitated by changes in the character of Service required by the Customer, requests by the Customer for supplemental equipment or services, or changes or increases in the Customer's facilities which will materially affect the operation of the Company's equipment.

TERM OFSERVICE:

The term of Service will be specific to each Optional Supplemental Power Services Agreement.

RULES AND REGULATIONS:

Service under this Rider 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 Rider and said "General Rules and Regulations for Electric Service" the provision of this Rider shall apply.

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: September 3, 2019

FLORIDA POWER & LIGHT COMPANY

~~Fifth~~Sixth Revised Sheet No. 8.900
Cancels ~~Fourth~~ Fifth Revised Sheet No. 8.900

~~Existing Facility Economic Development Rider – EFEDR~~

~~AVAILABLE:~~

~~In all areas served.~~

~~This Rider is available for the establishment of New Load in Commercial or Industrial space that has been vacant for more than six months. Service under the Rider is limited to Customers with a measured demand of at least 350 kW and who create at least 25 new full-time jobs per 350 kW.~~

~~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 EFEDR and continue the schedule of credits outlined below. This Rider is not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, or strike. This Rider is also not available for load shifted from one establishment or delivery point on the Florida Power and Light system to another on the Florida Power and Light system.~~

~~The load and employment requirements under the Rider must be achieved at the same delivery point. The Customer's Service Agreement under this Rider must include a description of the amount and nature of the load being provided, documentation verifying that the availability of this rider is a significant factor in the Customer's location decision, and verification that the Customer has no affiliation with the previous occupant.~~

~~LIMITATION OF SERVICE:~~

~~The Company reserves the right to limit applications for this Rider when the Company's Economic Development expenses from this Rider, the Economic Development Rider (EDR), and other sources exceed the maximum amount allowed by FPSC rule 25-6.0426 F.A.C. Service under this rider may not be combined with non-firm rate schedules, other business incentive riders or combined with service under the EDR.~~

~~New service requiring installation of additional facilities may require monthly or annual guarantees, cash contributions in aid of construction, and/or advances for construction.~~

~~DEFINITION:~~

~~New Load: New Load is that which is established after January 1, 2022 in Commercial or Industrial space that has been vacant for more than six months prior to application for service under this Rider. Verification of vacancy will be established by evidence of no or minimal electric load during the time period in question.~~

~~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 – 25% reduction in base demand and energy charges*~~
~~Year 2 – 20% "~~
~~Year 3 – 15% "~~
~~Year 4 – 10% "~~
~~Year 5 – 5% "~~

~~* All other charges not described above shall be based on the Customer's otherwise applicable rate. The otherwise applicable rates may be any of the following: GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT~~

~~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.~~

~~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.~~

RESERVED FOR FUTURE USE

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.901
Cancels Original Sheet No. 8.901

SMALL BUSINESS INCENTIVE RIDER – RIDER SBIR
(Closed Schedule)

AVAILABILE:
This Rate Rider is available to those customers with an existing contract in place prior to January 1, 2022.

APPLICABILITY:

All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or net incremental load above that which existed prior to approval for service under this rider.

If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of

INCENTIVES:

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 – 20% reduction in base demand and base energy charges
- Year 2 – 15% reduction in base demand and base energy charges
- Year 3 – 10% reduction in base demand and base energy charges
- Year 4 – 5% reduction in base demand and base energy charges

Year 5 – 0% reduction in base demand and base energy charges

Qualifying Loads:

(1) Qualifying load must be at least 200 kW, as determined by the Company.
(2) The Customer must provide an affidavit verifying the hiring of 10 full-time employees.
(3) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service.

TERM OF SERVICE:

Service under this Rate Rider requires a service agreement for Electric Service that includes a minimum five-year term. Service under this Rider will terminate at the end of the service agreement term. During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider SBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original service agreement for Electric Service. 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 that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

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. **RESERVED FOR FUTURE USE**

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and SystemsVP Financial Planning and Rate Strategy
Effective: January 1, 2022

First Revised Sheet No. 8.902

FLORIDA POWER & LIGHT COMPANY

Cancels Original Sheet No. 8.902

~~MEDIUM BUSINESS INCENTIVE RIDER – RIDER MBIR~~
~~(Closed Schedule)~~

~~AVAILABILE:~~

~~This Rate Rider is available to those customers with an existing contract in place prior to January 1, 2022. The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.~~

~~APPLICABILITY:~~

~~All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or the net incremental load above that which existed prior to approval for service under this rider.~~

~~If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the service agreement under this Rider.~~

~~INCENTIVES:~~

~~Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:~~

- ~~Year 1 – 40% reduction in base demand and base energy charges~~
- ~~Year 2 – 30% reduction in base demand and base energy charges~~
- ~~Year 3 – 20% reduction in base demand and base energy charges~~
- ~~Year 4 – 10% reduction in base demand and base energy charges~~

~~Year 5 – 0% reduction in base demand and base energy charges.~~

~~Qualifying Loads:~~

~~(1) Qualifying load must be at least 350 kW, as determined by the Company.~~
~~(2) The Customer must provide an affidavit verifying the hiring of 25 full-time employees.~~
~~(3) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service.~~

~~TERM OF SERVICE:~~

~~Service under this Rate Rider requires a service agreement for Electric Service that includes a minimum five-year term. Service under this Rider will terminate at the end of the service agreement term. During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider MBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original service agreement for Electric Service. 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 that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.~~

~~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.~~ **RESERVED FOR FUTURE USE**

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Effective: ~~January 1, 2022~~

First Revised Sheet No. 8.903

FLORIDA POWER & LIGHT COMPANY

Cancels Original Sheet No. 8.903

~~LARGE BUSINESS INCENTIVE RIDER – RIDER LBIR~~
~~(Closed Schedule)~~

~~AVAILABILE:~~

~~This Rate Rider is available to those customers with an existing contract in place prior to January 1, 2022. The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.~~

~~APPLICABILITY:~~

~~All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or the net incremental load above that which existed prior to approval for service under this rider.~~

~~If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the service agreement under this Rider.~~

~~INCENTIVES:~~
~~Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:~~

~~Year 1 – 60% reduction in base demand and base energy charges~~
~~Year 2 – 45% reduction in base demand and base energy charges~~
~~Year 3 – 30% reduction in base demand and base energy charges~~
~~Year 4 – 15% reduction in base demand and base energy charges~~
~~Year 5 – 0% reduction in base demand and base energy charges~~

~~Qualifying Loads:~~

~~(1) Qualifying load must be at least 1,000 kW, as determined by the Company.~~
~~(2) The Customer must demonstrate new capital investment of at least $1,000,000.~~
~~(3) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service.~~

~~TERM OF SERVICE:~~

~~Service under this Rate Rider requires a service agreement for Electric Service that includes a minimum five-year term. Service under this Rider will terminate at the end of the service agreement term. During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider LBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original service agreement for Electric Service. 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 that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.~~

~~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.~~

RESERVED FOR FUTURE USE

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

First Revised Sheet No. 8.904

FLORIDA POWER & LIGHT COMPANY

Cancels Original Sheet No. 8.904

~~EXTRA-LARGE BUSINESS INCENTIVE RIDER—RIDER XLBIR~~

~~(Closed Schedule)~~

~~AVAILABILE:~~

~~This Rate Rider is available to those customers with an existing contract in place prior to January 1, 2022.~~

~~The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.~~

~~APPLICABILITY:~~

~~All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or net incremental load above that which existed prior to approval for service under this rider. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the Service agreement under this Rider.~~

~~INCENTIVES:~~

~~Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:~~

- ~~Year 1—60% reduction in base demand and base energy charges~~
- ~~Year 2—53% reduction in base demand and base energy charges~~
- ~~Year 3—47% reduction in base demand and base energy charges~~
- ~~Year 4—40% reduction in base demand and base energy charges~~
- ~~Year 5—33% reduction in base demand and base energy charges~~
- ~~Year 6—27% reduction in base demand and base energy charges~~
- ~~Year 7—20% reduction in base demand and base energy charges~~
- ~~Year 8—13% reduction in base demand and base energy charges~~
- ~~Year 9—7% reduction in base demand and base energy charges~~
- ~~Year 10—0% reduction in base demand and base energy charges~~

~~Qualifying Loads:~~

~~(1) Qualifying load must be at least 5 MW, as determined by the Company.~~
~~(2) The Customer must provide an affidavit verifying the hiring of 50 full-time employees.~~
~~(3) The Customer must demonstrate new capital investment of at least $1,000,000.~~
~~(4) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service.~~

~~**TERM OF SERVICE:**~~

~~Service under this Rate Rider requires a Contract for Electric Service that includes a minimum ten-year term. Service under this Rider will terminate at the end of the contract term. During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider XLBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original service agreement for Electric Service. 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 that level of employment specified sin this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.~~

~~**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.~~

RESERVED FOR FUTURE USE

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
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FLORIDA POWER & LIGHT COMPANY

~~First~~ Second Revised Sheet No. 8.910
Cancels ~~Original~~ First Revised Sheet No.8.910

Commercial/Industrial Service Rider

RATE SCHEDULE: CISR-1

AVAILABLE:

In all areas served.

This Rider is available, at the Company's option, to non-residential customers currently taking firm service, or qualified to take firm service, under the Company's Rate Schedules applicable to loads of 2 MW or greater. Customers desiring to take service under this rider must make a written request. Such request shall be subject to the Company's approval, with the Company under no obligation to grant service under this rider. Resale notpermitted.

This rider will be closed to further subscription by eligible customers when either of the following conditions has occurred: 1) The total capacity subject to executed Contract Service Agreements ("CSAs") reaches 1,000 MW of connected load, or (2) The Company has executed seventy-five (75) CSAs with eligible customers under this rider. These limitations on subscription can be removed or revised by the Florida Public Service Commission ("Commission") at any time upon good cause having been shown by the Company.

The Company is not authorized by the 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 Commission away from that utility to the company.

APPLICABLE:

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 exceed a minimum level of demand determined from the following provisions:

New and Retained Load: 2 MW of installed, connected demand.

Customers with multiple meters at a single location may take service under the rider, so long as the Customer meets all other qualifying criteria set forth in this rider. A CSA pertaining to Applicable Load may not be renewed, and Applicable Load may be served under the rider only throughout the term of one CSA.

LIMITATION OF SERVICE:

Customers participating in any other load management or economic development programs are not eligible for this rider.

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;

2. 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 an existing customer, an agreement to provide the Company with a recent energy audit of the customer's physical facility 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.

(Continued on Sheet 8.920)

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~ VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.920
Cancels Original Sheet No.8.920

(Continued from Sheet 8.910)

DESCRIPTION:

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 Base Charges:

$250 / month

Base Demand / Energy Charges:

The negotiable charges under this rider may include the Base 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 as determined by the Company.

RULES AND REGULATIONS:

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.

Any negotiated provisions and/or conditions associated with the Monthly Charges shall be set forth in 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 Base Demand and/or Energy charge discounts negotiated under this rider for a specified period, such period not to exceed the term of the CSA.

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 location(s) 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 CSA, 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.

FLORIDA POWER & LIGHT COMPANY

~~Sixth~~ Seventh Revised Sheet No. 8.930
Cancels ~~Fifth~~ Sixth Revised Sheet No. 8.930

~~VOLUNTARY SOLAR PARTNERSHIP RIDER~~ ~~(OPTIONAL PILOT PROGRAM)~~

~~RATE SCHEDULE: VSP~~

~~AVAILABLE:~~
~~In all areas served prior to January 1, 2022 to customers receiving service under any FPL metered rate schedule. This voluntary solar partnership pilot program ("VSP Program", "the Pilot") provides customers an opportunity to participate in a program designed to operate, maintain and enhance commercial-scale, distributed solar photovoltaic facilities located in communities throughout FPL's service area that were constructed for the VSP Program and advance solar awareness or education. Service under this rider shall terminate December 31, 2025.~~

~~APPLICATION:~~
~~Available upon request to all customers in conjunction with the otherwise applicable metered rate schedule.~~

~~LIMITATION OF SERVICE:~~
~~Any customer under a metered rate schedule who has no delinquent balances is eligible to elect the VSP Program. A customer may terminate participation in the VSP Program at any time and may be terminated from the Pilot by the Company if the customer becomes subject to collection action on the customer's service account.~~

~~CHARGES:~~
~~Each voluntary participant shall agree to make a monthly contribution of $9.00, in addition to charges applied under the otherwise applicable metered rate schedule. Customer billing will start on the next scheduled billing date upon notification of service request. The VSP Program contribution will not be prorated if the billing period is for less than a full month.~~

~~Upon participant's notice of termination, no VSP Program contribution will be assessed in the billing period in which participation is terminated.~~

~~TERM OF SERVICE:~~
~~Not less than one (1) billing period~~

~~SPECIAL PROVISIONS:~~
~~Upon customer request, program participation may continue at a new service address if the customer moves within FPL's service area.~~

~~RULES AND REGULATIONS:~~
~~Service under this rider 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 provisions of this schedule and said "General Rules and Regulations for Electric Service" the provisions of this rider shall apply.~~

RESERVED FOR FUTURE USE

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FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 8.932
Cancels First Sheet No. 8.932

SOLARTOGETHER RIDER
(OPTIONAL PROGRAM)

RATE SCHEDULE: STR

AVAILABLE:

The FPL SolarTogether^{SM} Rider ("FPL SolarTogether" or "the Program") is available in all areas served by FPL, subject to subscription availability. This optional program allows FPL customers to subscribe to a portion of universal solar capacity built for the benefit of the Program and receive a credit for the actual solar production associated with their subscription.

APPLICATION:

In conjunction with the otherwise applicable metered rate schedule. All rates and charges under the customers' otherwise applicable metered rate schedule shall apply.

MONTHLY SUBSCRIPTION:

The Monthly Subscription shall be equal to the sum of the ***Monthly Subscription Charge + Monthly Subscription Credit*** as follows:

Monthly Subscription			
Participant		Low Income Participant	
Subscription Charge $/kW-Month	Subscription Credit ¢/kWh	Subscription Charge $/kW-Month	Subscription Credit $/kW-Month
See Sheet No. 8.934	See Sheet No. 8.934	See Sheet No. 8.934	See Sheet No. 8.934

LIMITATION OF SERVICE:

Any customer taking service under a metered rate schedule who has no delinquent balances with FPL is eligible to participate. Eligible customers may elect a subscription level in 1 kW units representing up to 100% of their previous 12-month total kWh usage. Customers at or below 200% of the federal poverty level are eligible for participation at the low-income pricing provided by this tariff. Increases in number of units purchased will be limited to once per year and subject to program availability.

BILLING:

Participants are subject to the minimum bill on their otherwise applicable rate schedule. The FPL SolarTogether Monthly Subscription Charge and offsetting Monthly Subscription Credit will appear as separate line items on a participant's bill during every month of enrollment and are subject to all applicable taxes and fees.

Monthly Subscription Credit amounts may not result in a total bill less than zero ($0). Any excess credit amounts will be applied in subsequent months to ensure participant total bill amounts meet this requirement.

TERMS OF SERVICE:

Not less than one (1) billing cycle. Participants may, at any time following their first billing cycle, terminate their participation ("Voluntary Termination") or reduce the number of subscribed units purchased. Participants may be terminated from the program by FPL if the customer becomes delinquent on the customer's electric service account or for failure to satisfy eligibility requirements ("Involuntary Termination"). Upon either Voluntary or Involuntary Termination, the account is prohibited from re-enrolling for a twelve (12) month period.

(Continued on Sheet No. 8.933)

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FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.933
Cancels Original Sheet No.8.933

(Continued from Sheet No. 8.932)

SPECIAL PROVISIONS:

If the customer moves within FPL's service area, program participation may continue at a new service address with no impact the customer's program enrollment date subject to the limitations and terms outlined above. Notification to transfer participation must be made by the customer to the Company and the Company will have 45 days to complete the transfer.

FPL will automatically retire the renewable energy certificate (RECs) associated with the generation produced by the SolarTogether solar energy centers. The accumulation of RECs associated with each participant's individual subscription will begin with the first subscription billing period. FPL will provide participants with REC retirement summary reports upon request.

RULES AND REGULATIONS:

Service under this rider 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 provisions of this schedule and said "General Rules and Regulations for Electric Service" the provisions of this rider shall apply. The participant subscription is neither a security nor an ownership interest in the solar asset and therefore no owned interest is to be surrendered, sold, or traded.

(Continued on Sheet No. 8.934)

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Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 8.934
Cancels First Sheet No.8.934

(Continued from Sheet No. 8.933)

MONTHLY SUBSCRIPTION
FPL SOLARTOGETHER PARTICIPANT RATES

	Phase 1			
	Participant		Low Income Participant	
Participant Program Year	Subscription Charge $/kW-Month	Subscription Credit ¢/kWh	Subscription Charge $/kW-Month	Subscription Credit $/kW-Month
1	$6.76	(3.59792)	$5.57	($6.27)
2	$6.76	(3.65189)	$5.57	($6.27)
3	$6.76	(3.70667)	$5.57	($6.27)
4	$6.76	(3.76227)	$5.57	($6.27)
5	$6.76	(3.81870)	$5.57	($6.27)
6	$6.76	(3.87598)	$5.57	($6.27)
7	$6.76	(3.93412)	$5.57	($6.27)
8	$6.76	(3.99313)	$5.57	($6.27)
9	$6.76	(4.05303)	$5.57	($6.27)
10	$6.76	(4.11383)	$5.57	($6.27)
11	$6.76	(4.17554)	$5.57	($6.27)
12	$6.76	(4.23817)	$5.57	($6.27)
13	$6.76	(4.30174)	$5.57	($6.27)
14	$6.76	(4.36627)	$5.57	($6.27)
15	$6.76	(4.43176)	$5.57	($6.27)
16	$6.76	(4.49824)	$5.57	($6.27)
17	$6.76	(4.56571)	$5.57	($6.27)
18	$6.76	(4.63420)	$5.57	($6.27)
19	$6.76	(4.70371)	$5.57	($6.27)
20	$6.76	(4.77427)	$5.57	($6.27)
21	$6.76	(4.84588)	$5.57	($6.27)
22	$6.76	(4.91857)	$5.57	($6.27)
23	$6.76	(4.99235)	$5.57	($6.27)
24	$6.76	(5.06724)	$5.57	($6.27)
25	$6.76	(5.14325)	$5.57	($6.27)
26	$6.76	(5.22040)	$5.57	($6.27)
27	$6.76	(5.29871)	$5.57	($6.27)
28	$6.76	(5.37819)	$5.57	($6.27)
29	$6.76	(5.45886)	$5.57	($6.27)
30	$6.76	(5.54074)	$5.57	($6.27)
31	$6.76	(5.62385)	$5.57	($6.27)
32	$6.76	(5.70821)	$5.57	($6.27)
33	$6.76	(5.79383)	$5.57	($6.27)
34	$6.76	(5.88074)	$5.57	($6.27)
35	$6.76	(5.96895)	$5.57	($6.27)

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FLORIDA POWER & LIGHT COMPANY

~~First~~ Second Revised Sheet No. 8.936
Cancels ~~Original~~ First Revised Sheet No. 8.936

UTILITY-OWNED PUBLIC CHARGING FOR ELECTRIC VEHICLES (EVs)
~~(PILOT PROGRAM)~~

RATE SCHEDULE: UEV

AVAILABLE:

Available to customers charging electric vehicles at FPL ("the Company") owned public EV fast charging stations ("the stations") with output power of 50kW or greater.

APPLICATION:

The stations may be accessed by any person ("user") who resides either within or outside the Company's service area. EV charging service will be available at the Company-owned stations installed at Company or Host locations. The stations will be accessible to the public for charging. ~~Service under this tariff shall terminate five years from January 1, 2021, unless extended by order of the Florida Public Service Commission ("FPSC"), or terminated earlier by the Company upon notice to the FPSC.~~

LIMITATION OF SERVICE:

The user must register an account with the Company's mobile application or network provider, including payment information, prior to charging the EV.

BILLING AND PAYMENT TERMS:

The current rate is set at ~~$0.30~~0.45/kWh. Charging network fees as determined by the charging station network provider may apply at certain stations. Vehicle idling fees at a rate up to of ~~$0.40~~0.50 per minute following a ten- minute grace period may apply at certain stations located in close proximity to highway corridors or other highly trafficked areas. The rates applicable to the specific station including the rate per kWh, taxes and charging network provider and idle fees will be visible to the users via the app and/or display. Users will be notified when the charging session is complete via the display located at the charging dispenser and through the Company's mobile application and will have the ability to obtain a detailed receipt of the charge session.

RULES AND REGULATIONS:

Service under this ~~rider~~ 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 provisions of this schedule and said "General Rules and Regulations for Electric Service" the provisions of this ~~rider~~ schedule shall apply.

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First Revised Sheet No. 8.939

FLORIDA POWER & LIGHT COMPANY

Cancels Original Sheet No. 8.939

SOLAR POWER FACILITIES ~~PILOT~~ RIDER
(Branded as FPL SolarVantage) (OPTIONAL)

RATE SCHEDULE: SPF-1

AVAILABLE:

In all areas served. This optional rider ("Rider") is available on a voluntary basis to Non-Residential Customers who desire the installation and maintenance of solar structures ("Service"), ~~such as solar trees and solar canopies,~~ and related equipment, such as lighting and batteries ("Equipment"). ~~This Rider shall expire four years from the effective date of this program, unless extended by approval of the FPSC.~~ Service under this Rider shall be provided under the terms specified in the Solar Power Facilities Service Agreement ("Agreement") that is in effect at such time as the Rider expires. No new Agreements may be executed following the expiration of this Rider.

APPLICATION:

Service is provided through the design, permitting, procurement, installation and maintenance of Equipment by the Company at the Customer's premise, the purpose of which is to meet the Customer's requested scope of Service, as more specifically described in a Statement of Work that will be completed pursuant to the Agreement. In order to meet the Service need identified by the Customer, the Company will conduct an evaluation of Customer requirements and of potential solutions. The Company and the Customer shall thereafter execute an Agreement which shall include a description of the equipment to be installed, detailed design, the Service to be provided, and the monthly charge for the Service. Upon receipt of the proposed Agreement from Company, the Customer shall have no more than ninety (90) days to execute the Agreement. After 90 days, the proposed Agreement shall be considered expired, unless extended in writing by the Company. All rates and charges under the Customer's otherwise applicable metered rate schedule shall apply.

LIMITATION OF SERVICE:

Installation of Equipment shall be made only when, in the judgment of the Company, the location and the type of the Equipment are, and will continue to be, accessible and viable. The Company will own, operate, and maintain the Equipment for the term of the Agreement.

MONTHLY SERVICE PAYMENT:

The Company will design, procure, install, own, operate and provide maintenance to all Equipment included in the determination of the Monthly Service Payment. The Monthly Service Payment under this Rider is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following formula:

Monthly Service Payment = Capital Costs + Expenses

Where:

Capital Costs includes the as-installed cost of the Equipment. Capital costs shall be levelized over the term of Service based upon the installed cost of Equipment times a carrying cost. The carrying cost is the cost of capital, reflecting the Company's current capital structure and most recent FPSC-approved return on common equity.

Capital Costs also includes any replacement cost(s) expected to be incurred during the term of Service. Any equipment installed by the Company that is not necessary to support Service to the customer shall not be included in the Monthly Service Payment. Unexpected replacement cost(s) shall be addressed as set forth in the Agreement.

Expenses will be recovered on a levelized basis over the term of Service and may, depending on the type of Equipment installed, include: operations and maintenance expenses, monitoring expenses associated with the installed Equipment, administrative and general expenses, depreciation expense, income taxes, property taxes, and any expenses that are particular to a specific type of Equipment.

(Continue on Sheet No. 8.940)

First Revised Sheet No. 8.940
FLORIDA POWER & LIGHT COMPANY
Cancels Original Sheet No. 8.940

(Continued from Sheet No. 8.939)

NET METERING OF EXCESS GENERATION

For Customers that have executed an Interconnection Agreement with the Company, the following billing parameters will apply.

The Customer will be charged for electricity used in excess of the generation supplied by the Equipment, as applicable, in accordance with the Company's normal billing practices. If any excess generation from the Equipment is delivered to the Company's electric grid during the course of a billing cycle, it will be credited to the customer's energy consumption for the next month's billing cycle.

All excess energy credits will be accumulated and be used to offset the customer's energy usage in subsequent months for a period of not more than twelve months. In the last billing cycle month of each calendar year, any unused credits for excess kWh generated will be credited to the next month's billing cycle using the average annual rate based on the Company's COG-1, As-Available Energy Tariff. In the event a customer closes the account, any of the customer's unused credits for excess kWh generated will be paid to the customer at an average annual rate based on the Company's COG-1, As-Available Energy Tariff.

REVISIONS TO MONTHLY SERVICE PAYMENT:

When applicable, during the term of the Service, the Monthly Service Payment(s) may be adjusted, by agreement of both the Customer and the Company, to reflect the Customer's request for modifications to the Service and Equipment specified in the Agreement. Modifications include, but are not limited to, Equipment modifications necessitated by changes in the character of Service required by the Customer, requests by the Customer for supplemental equipment or services, or changes or increases in the Customer's facilities which will materially affect the operation of the Company's equipment.

TERM OF SERVICE:

The term of Service will be set forth in the Agreement. ~~At the end of the term of Service, the Customer may choose to (i) renew the Agreement; (ii) purchase the Equipment; or (iii) request that the Company remove the equipment, as more fully set forth in the Agreement.~~

RULES AND REGULATIONS:

Service under this Rider 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 Rider and said "General Rules and Regulations for Electric Service" the provision of this Rider shall apply.

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FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No.8.942
Cancels Original Sheet No.8.942

COMMERCIAL ELECTRIC VEHICLE CHARGING SERVICES RIDER PILOT
(OPTIONAL)

RATE SCHEDULE: CEVCS-1

AVAILABLE:

In all areas served. This optional rider ("Rider") is available on a voluntary basis to Customers who desire commercial electric vehicle charging service ("Service") for fleet vehicles through the installation of Company owned, operated, and maintained electric vehicle charging equipment ("Equipment"). This Rider shall expire ~~four years from the effective date of this program~~on December 31, 2029, unless extended by approval of the FPSC. Service under this Rider shall continue to be provided under the terms specified in the Commercial Electric Vehicle Charging Services Agreement ("Agreement") that is in effect at such time as the Rider expires. No new Agreements may be executed following the expiration of this Rider.

APPLICATION:

Service is provided through the installation of Equipment by the Company at the Customer's premise in accordance with the Scope of Services set forth in the Agreement. In order to meet the Service need identified by the Customer, the Company will conduct an evaluation of Customer requirements and of potential solutions. The Company and the Customer thereafter shall execute an Agreement which shall include the Service to be performed, a description of the Equipment to be installed, and the monthly charge for the Service, calculated in accordance with the provisions of this Rider. All rates and charges under the Customer's otherwise applicable metered rate schedule shall apply.

LIMITATION OF SERVICE:

Installation of Equipment shall be made only when, in the judgment of the Company, the location and the type of the Equipment are, and can continue to be, accessible and viable. Service shall be limited to Customers that already are receiving General Service under their otherwise applicable rate schedule. The Company will own, operate and maintain the Equipment for the term of the Agreement. The Company reserves the right to remotely control charging session schedules and/or curtail the energy delivered by the Equipment.

MONTHLY SERVICE PAYMENT:

The Company will design, procure, install, own, operate and provide maintenance to all equipment included in the determination of the Monthly Service Payment. The Monthly Service Payment under this Rider is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following formula:

Monthly Service Payment = Monthly Equipment Cost + Monthly Expenses

Where:

Monthly Equipment Cost includes the as-installed cost of the Equipment. The Monthly Equipment Cost will be levelized over the term of Service based upon the installed cost of Equipment times a carrying cost. The carrying cost is the cost of capital, reflecting the Company's current capital structure and most recent FPSC-approved return on common equity.

Monthly Equipment Cost also includes any replacement cost(s) expected to be incurred during the term of Service. Any Equipment installed by the Company that is not necessary to support Service to the customer shall not be included in the Monthly Service Payment. Unexpected replacement cost(s) shall be addressed as set forth in the Agreement.

Monthly Expenses will be recovered on a levelized basis over the term of Service and may, depending on the type of Equipment installed include,: operations and maintenance expenses, monitoring expenses associated with the installed Equipment, administrative and general expenses, depreciation expense, income taxes, property taxes, and any expenses that are particular to a specific type of Equipment.

(Continue on Sheet No. ~~8.846~~8.943)

First Revised Sheet No. 8.943

FLORIDA POWER & LIGHT COMPANY

Cancels Original Sheet No. 8.943

(Continued from Sheet No. ~~8.845~~8.942)

TERM OF SERVICE:

The term of Service will be set forth in the Agreement. At the end of the term of Service, ownership of the Equipment shall transfer to the Customer.

~~PROVISIONS FOR EARLY TERMINATION:~~

~~Customer has the right to terminate the Agreement for its convenience upon written notice to the Company at least sixty (60) days prior notice. Termination fees will be assessed in accordance with the Agreement.~~

RULES AND REGULATIONS:

Service under this Rider 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 Rider and said "General Rules and Regulations for Electric Service" the provision of this Rider shall apply.

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE MAKE-READY CREDIT
(OPTIONAL)

RATE SCHEDULE: MRC-1

AVAILABILITY:

Available in all areas served by the Company on a voluntary basis. Participation is available to qualifying customers for Make-Ready Infrastructure for which construction begins on or after January 1, 2026. This program shall terminate on December 31, 2029, or when the total program cap of $20,000,000 is reached, whichever occurs first ($19,000,000 allocated for Direct Current Fast Charging (DCFC) public installations and $1,000,000 allocated for Level 2 charging installations), unless extended by order of the Florida Public Service Commission.

The purpose of this program is to support deployment of non-utility customers' electric vehicles (EV) charging infrastructure through credits (Make-Ready Credits) provided by Company to such EV charging providers that defray a portion of EV "make-ready" expenses. If the amounts allocated to either DCFC or Level 2 installations are not fully utilized, FPL in its discretion may reallocate funds to maximize the Make-Ready Credits EV charging providers receive under this Tariff.

DEFINITIONS:

Make-Ready Infrastructure: Electrical infrastructure and equipment necessary to support electric vehicle charging stations, including but not limited to service lines, transformers, switchgear, panels, conduits, wiring, trenching, concrete pads, and other distribution facilities required to deliver electrical service from the utility's distribution system to the point of interconnection with customer-owned electric vehicle supply equipment. Make-Ready equipment does not include the actual charging stations, charging ports, or customer-side equipment, but encompasses all utility-side infrastructure improvements needed to enable safe and reliable operation of Level 2 and DCFC charging equipment at the designated location.

DCFC: Electric vehicle supply equipment that provides direct current electrical energy to charge electric vehicles at power levels of 50 kW or greater. DCFC charging equipment bypasses the vehicle's onboard charger and delivers power directly to the vehicle's battery through standardized connectors including CHAdeMO, CCS (Combined Charging System), or NACS (North American Charging Standard) connectors. This equipment is designed to provide rapid charging capabilities.

Level 2: Electric vehicle supply equipment that provides alternating current electrical energy to charge electric vehicles at nominal voltages between 208 and 240 volts and power levels typically ranging from 3.3 kW to 19.2 kW. Level 2 charging equipment utilizes a SAE J1772 connector or equivalent standard connector.

APPLICATION:

Make-Ready Credits will offset the initial costs of public DCFC rated at nameplate 50 kW or greater, and Level 2 charging infrastructure for public, workplace, fleet, and multifamily dwelling installations. Make-Ready Credits will be provided to eligible Customers after each site's energization.

Customer must complete an application, which will be available at FPL.com/EV and provide supporting documentation with each application, including, but not limited to, the following: cost support in the form of invoices for Make-Ready Infrastructure; engineering designs or schematics that support electrical capacities; approved permits; and completion of a Customer load profile assessment form, which will be available at FPL.com/EV.

FPL may conduct audits and/or inspections, request additional documentation, and require credit support. Participants failing to meet program requirements, submitting fraudulent documentation, or not maintaining infrastructure during the performance period may be required to immediately repay all or partial credits plus interest and fees and may be ineligible to participate in the program at Company's discretion.

(Continued on Sheet No. 8.945)

(Continued from Sheet No. 8.944)

ONE-TIME CREDIT:

Public DCFC Fast Charging:

- If EV charger nameplate is between 50 kW and 149 kW, credit of up to $20,000 per port and site cap of $120,000.
- If EV charger nameplate is between 150 kW and 249 kW, credit of up to $30,000 per port and site cap of $180,000.
- If EV charger nameplate is 250 kW or greater, credit of up to $50,000 per port and site cap of $300,000.

Level 2 Charging (Public, Workplace, Fleet, and Multifamily dwellings): Credit up to $1,200 per port.

Credits will be awarded based on the lesser of the credit amount stated above or the actual demonstrated Make-Ready expenses incurred by the applicant.

RULES AND REGULATIONS:

All credits are awarded at FPL's discretion and following satisfaction of program terms and receipt of requested supporting documentation.

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.

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.950**

LARGE-LOAD CONTRACT SERVICE-1

RATE SCHEDULE: LLCS-1

AVAILABLE:

Service under this schedule is only available for certain zones within the Company's service area in the vicinity of Sunbreak in St. Lucie County, Tesoro in Martin County, and Sugar in Palm Beach County. Each zone must be in proximity to the Company's existing 500 kV transmission facilities and in areas suitable for the incremental generation and transmission capacity necessary to serve prospective new or incremental large load while ensuring the continued reliable operation of the transmission grid.

APPLICATION:

For service required for general service power and any other purpose to any Customer who: (i) has projected new or incremental load of 50 MW or more at a Single Location; and (ii) has a projected Load Factor of 85% or more at a Single Location.

Service under this schedule shall apply to all new or incremental load with an In-Service Date on or after the effective date of this schedule up to a class combined total load of 3 GW. Total combined load eligible to be served under this schedule shall not exceed 3 GW. This schedule shall be closed to new or incremental load at the time the total combined 3 GW load cap becomes fully subscribed.

SERVICE:

Service shall be three phase, 60 hertz at the available transmission voltage of 69 kV or higher consistent with the Company's tariff on file with the Florida Public Service Commission and the terms of the LLCS Service Agreement.

All service required by the Customer at a Single Location shall be furnished through ~~one~~ primary metering at the available transmission voltage at the interconnecting transmission substation(s). Each Single Location shall maintain its own dedicated metering arrangement. Load shall not be aggregated across multiple locations for purposes of applying the LLCS Tariff to a customer.

The Company will furnish service consistent with the Company's tariff on file with the Florida Public Service Commission and the terms of the LLCS Service Agreement.

Resale of service is not permitted hereunder.

MONTHLY RATE:*

Base Charge:	~~$830.79~~669.00
Demand Charges:	
Base Demand Charge	~~$14.08~~14.61 per kW of Demand
Non-Fuel Energy Charges:	
Base Energy Charge	~~1.473~~0.758¢ per kWh
Incremental Generation Charge:	~~$12.18~~11.67 per kW of Demand

Additional Charges:
See Billing Adjustment section, Sheet No. 8.030, for additional applicable charges.

*All rates shown herein are subject to change in a subsequent rate proceeding(s) based on the type, characteristics, size, location, and in-service date(s) of the facilities and generation resource(s) installed to serve the load under this schedule.

(Continued on Sheet No. 8.951)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 8.951

(Continue from Sheet No. 8.850)

Minimum:

Customer will have no more than the Load Ramp Period to reach full contract demand, during which time the minimum monthly bill will be the sum of: (i) the Base Charge; (ii) the Non-Fuel Energy Charge based on kWh; (iii) applicable Additional Charges based on kWh; (iv) the Base Demand Charge and applicable Additional Charges based on Demand of no less than 70% of the Customer's Load Ramp Demand; an (v) Incremental Generation Charge based on the Customer's Load Ramp Demand.

After the Load Ramp Period, the minimum monthly bill will be the sum of: (i) the Base Charge; (ii) the Non-Fuel Energy Charge based on kWh; (iii) applicable Additional Charges based on kWh; (iv) the Base Demand Charge and applicable Additional Charges based on Demand greater than (a) 70% of the Customer's Contract Demand or (b) the Customer's highest previously established monthly billing Demand during the past 11 months; and (v) an Incremental Generation Charge based on the Customer's Contract Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

GENERATION RESOURCE:

Company will have sole discretion to select the resource(s) necessary and appropriate to serve all load under this schedule consistent with the Company's standard total system resource planning process and the applicable Ten-Year Site Plan approved by the Florida Public Service Commission.

Customer has no right or entitlement to select the type, characteristics, size, or location of the generation resource(s) to be used by the Company to serve Customer's load under this schedule.

Customer may have the ability, but not the right, under separate agreement to purchase renewable energy credits (RECs) from Company to the extent such RECs are available. Any such purchases shall be separately contracted between Customer and Company, and pricing for RECs shall be at a negotiated price that is mutually acceptable to both Customer and Company.

TERM OF SERVICE:

Minimum Term:

Not less than 20 years from the In-Service Date, including the Load Ramp Period. After the Minimum Term, service under this schedule shall continue until terminated by either the Company or the Customer upon written notice consistent with the notice provisions below.

Notice and Termination:

Customer must provide notice at least two years in advance of terminating service. In such event, service under this schedule will automatically terminate on the date following the second annual anniversary of the date of the Customer's termination notice; provided, however, the Customer may be subject to charges for early termination as provided below.

The Company may terminate service under this schedule at any time if the Customer materially breaches the terms and conditions of this schedule, the LLCS Service Agreement, or the Company's tariff on file with the Florida Public Service Commission. Prior to any such termination, the Company shall notify the Customer in writing at least 90 days in advance and describe the existence and nature of such alleged breach. The Company may then terminate service under this schedule at the end of the 90-day notice period; provided, however, that if such breach is not reasonably capable of being cured within such 90-day period, then Customer will have additional time (not exceeding an additional thirty 30 days) as is reasonably necessary to cure the breach so long as Customer promptly commences and diligently pursues the cure.

(Continued on Sheet No. 8.952)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.952**

(Continued from Sheet No. 8.951)

CHARGES FOR EARLY TERMINATION:

In the events of (i) the Customer terminates service prior to the end of the Minimum Term, (ii) the Company terminates for Customer's material breach of the terms and conditions of this schedule, the LLCS Service Agreement, or the Company's tariff on file with the Florida Public Service Commission, or (iii) the Customer fails to provide notice at least two years in advance of terminating service, the Customer shall be responsible for payment of any applicable termination charges as set forth in the LLCS Service Agreement.

RULES AND REGULATIONS:

Customer taking service under this schedule shall enter into the LLCS Service Agreement on file with the Florida Public Service Commission. As a prerequisite to entering the LLCS Service Agreement, the Customer must (i) pay for the Company to undertake system impact and engineering studies ("System Studies"), as applicable, associated with interconnecting and serving the Customer's Contract Demand, and (ii) the Customer must accept the results of those System sStudies, ~~which will remain valid for a period not to exceed six months~~ by executing a Construction and Operating Agreement with the Company and paying any Contribution-In-Aid of Construction (CIAC) required by the tariff in effect at the time of payment.

In-Service Date shall be the date that Company has installed the facilities and capacity necessary to begin providing electric service to the Customer as set forth in the LLCS Service Agreement.

Contract Demand shall be the Customer's maximum peak load requirement at a Single Location as set forth and mutually agreed to in the LLCS Service Agreement.

The projected Load Factor shall be determined by the Company pursuant to the Company's tariff on file with the Florida Public Service Commission.

Load Ramp Demand shall be the Customer's minimum monthly peak load requirements for each month during the Load Ramp Period as set forth and mutually agreed to in the LLCS Service Agreement.

Load Ramp Period shall be the time from the In-Service Date until Customer reaches full Contract Demand, which period shall be mutually agreed to and set forth in the LLCS Service Agreement.

For purposes of this schedule, a Single Location means a geographic area that is owned (whether partially or wholly), operated, used, or leased by Customer and/or its affiliate, which can include a contiguous or adjacent lot to the area with the Customer's point of delivery, and may be considered the Customer's premises regardless of lots, easements, public throughfares, or rights-of-way.

Contribution-In-Aid of Construction (CIAC): Customer will be responsible for the payment of a CIAC for the costs associated with extending electric service to the Customer under this schedule, which amount shall be calculated pursuant to the CIAC rule set forth in FPL's tariff on file with the Florida Public Service Commission.

Customers that meet the applicability requirements of this schedule are not eligible for service under Economic Development Riders, Load Control Riders, the Commercial/Industrial Service Rider (CISR), Standby and Supplemental Service (SST-1), or Interruptible Standby and Supplemental Service (ISST-1).

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the Company's currently effective tariff on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said tariff the provision of this schedule shall apply.

This schedule, including the Monthly Rate components, as well as the Company's tariff on file with the Florida Public Service Commission, may be amended, updated, or revised from time-to-time subject to and upon approval by the Florida Public Service Commission. Upon their effective date, any such changes approved by the Florida Public Service Commission shall apply prospectively to all existing and new customers taking service under this schedule.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.953**

LARGE-LOAD CONTRACT SERVICE-2

RATE SCHEDULE: LLCS-2

AVAILABLE:

Service under this schedule is available in all areas not served under Rate Schedule LLCS-1.

APPLICATION:

For service required for general service power and any other purpose to any Customer who: (i) has projected new or incremental load of 50 MW or more at a Single Location; and (ii) has a projected Load Factor of 85% or more at a Single Location.

Service under this schedule shall apply to all new or incremental load with an In-Service Date on or after the effective date of this schedule.

Service under this schedule is limited to the Company's available capacity based on the estimated In-Service Date.

SERVICE:

Service shall be three phase, 60 hertz at the available transmission voltage of 69 kV or higher consistent with the Company's tariff on file with the Florida Public Service Commission and the terms of the LLCS Service Agreement.

All service required by the Customer at a Single Location shall be furnished through ~~one~~ primary metering at the available transmission voltage at the interconnecting transmission substation(s). Each Single Location shall maintain its own dedicated metering arrangement. Load shall not be aggregated across multiple locations for purposes of applying the LLCS Tariff to a customer.

The Company will furnish service consistent with the Company's tariff on file with the Florida Public Service Commission and the terms of the LLCS Service Agreement.

Resale of service is not permitted hereunder.

MONTHLY RATE:*

Base Charge: ~~$830.79~~669.00

Demand Charges:
Base Demand Charge ~~$4.38~~4.08 per kW of Demand

Non-Fuel Energy Charges:
Base Energy Charge ~~1.473~~0.758¢ per kWh

Incremental Generation Charge:
The Incremental Generation Charge shall be calculated as follows:

LLCS-2 customer's applicable share of generation capacity and transmission interconnection revenue requirements where:

Installed generation capacity and generation transmission interconnection revenue requirements = Operating Expenses + Property Taxes and Insurance + Depreciation + Interest Expense + Return on Rate Base + Income Taxes + Tax Credits

(Continued on Sheet No. 8.954)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.954**

(Continued from Sheet No. 8.953)

Additional Charges:
See Billing Adjustment section, Sheet No. 8.030, for additional applicable charges.

*All rates shown herein are subject to change in a subsequent rate proceeding(s) based on the type, characteristics, size, location, and in-service date(s) of the facilities and generation resource(s) installed to serve the load under this schedule.

Minimum:
Customer will have no more than the Load Ramp Period to reach full contract demand, during which time the minimum monthly bill will be the sum of: (i) the Base Charge; (ii) the Non-Fuel Energy Charge based on kWh; (iii) applicable Additional Charges based on kWh; (iv) the Base Demand Charge and applicable Additional Charges based on Demand of no less than 70% of the Customer's Load Ramp Demand; an (v) Incremental Generation Charge based on the Customer's Load Ramp Demand.

After the Load Ramp Period, the minimum monthly bill will be the sum of: (i) the Base Charge; (ii) the Non-Fuel Energy Charge based on kWh; (iii) applicable Additional Charges based on kWh; (iv) the Base Demand Charge and applicable Additional Charges based on Demand greater than (a) 70% of the Customer's Contract Demand or (b) the Customer's highest previously established monthly billing Demand during the past 11 months; and (v) an Incremental Generation Charge based on the Customer's Contract Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

GENERATION RESOURCE:

Company will have sole discretion to select the resource(s) necessary and appropriate to serve all load under this schedule consistent with the Company's standard total system resource planning process and the applicable Ten-Year Site Plan approved by the Florida Public Service Commission.

Customer has no right or entitlement to select the type, characteristics, size, or location of the generation resource(s) to be used by the Company to serve Customer's load under this schedule.

Customer may have the ability, but not the right, under separate agreement to purchase renewable energy credits (RECs) from Company to the extent such RECs are available. Any such purchases shall be separately contracted between Customer and Company, and pricing for RECs shall be at a negotiated price that is mutually acceptable to both Customer and Company.

TERM OF SERVICE:

Minimum Term:
Not less than 20 years from the In-Service Date, including the Load Ramp Period. After the Minimum Term, service under this schedule shall continue until terminated by either the Company or the Customer upon written notice consistent with the notice provisions below.

Notice and Termination:
Customer must provide notice at least two years in advance of terminating service. In such event, service under this schedule will automatically terminate on the date following the second annual anniversary of the date of the Customer's termination notice; provided, however, the Customer may be subject to charges for early termination as provided below.

(Continued on Sheet No. 8.955)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.955**

(Continued from Sheet No. 8.954)

The Company may terminate service under this schedule at any time if the Customer materially breaches the terms and conditions of this schedule, the LLCS Service Agreement, or the Company's tariff on file with the Florida Public Service Commission. Prior to any such termination, the Company shall notify the Customer in writing at least 90 days in advance and describe the existence and nature of such alleged breach. The Company may then terminate service under this schedule at the end of the 90-day notice period; provided, however, that if such breach is not reasonably capable of being cured within such 90-day period, then Customer will have additional time (not exceeding an additional thirty 30 days) as is reasonably necessary to cure the breach so long as Customer promptly commences and diligently pursues the cure.

CHARGES FOR EARLY TERMINATION:

In the events of (i) the Customer terminates service prior to the end of the Minimum Term, (ii) the Company terminates for Customer's material breach of the terms and conditions of this schedule, the LLCS Service Agreement, or the Company's tariff on file with the Florida Public Service Commission, or (iii) the Customer fails to provide notice at least two years in advance of terminating service, the Customer shall be responsible for payment of any applicable termination charges as set forth in the LLCS Service Agreement.

RULES AND REGULATIONS:

Customer taking service under this schedule shall enter into the LLCS Service Agreement on file with the Florida Public Service Commission. As a prerequisite to entering the LLCS Service Agreement, the Customer must (i) pay for the Company to undertake system impact and engineering studies ("System Studies"), as applicable, associated with interconnecting and serving the Customer's Contract Demand, and (ii) the Customer must accept the results of those System sStudies~~, which will remain valid for a period not to exceed six months~~ by executing a Construction and Operating Agreement with the Company and paying any Contribution-In-Aid of Construction (CIAC) required by the tariff in effect at the time of payment.

In-Service Date shall be the date that Company has installed the facilities and capacity necessary to begin providing electric service to the Customer as set forth in the LLCS Service Agreement.

Contract Demand shall be the Customer's maximum peak load requirement at a Single Location as set forth and mutually agreed to in the LLCS Service Agreement.

The projected Load Factor shall be determined by the Company pursuant to the Company's tariff on file with the Florida Public Service Commission.

Load Ramp Demand shall be the Customer's minimum monthly peak load requirements for each month during the Load Ramp Period as set forth and mutually agreed to in the LLCS Service Agreement.

Load Ramp Period shall be the time from the In-Service Date until Customer reaches full Contract Demand, which period shall be mutually agreed to and set forth in the LLCS Service Agreement.

For purposes of this schedule, a Single Location means a geographic area that is owned (whether partially or wholly), operated, used, or leased by Customer and/or its affiliate, which can include a contiguous or adjacent lot to the area with the Customer's point of delivery, and may be considered the Customer's premises regardless of lots, easements, public throughfares, or rights-of-way.

Contribution-In-Aid of Construction (CIAC): Customer will be responsible for the payment of a CIAC for the costs associated with extending electric service to the Customer under this schedule, which amount shall be calculated pursuant to the CIAC rule set forth in FPL's tariff on file with the Public Service Commission.

(Continued on Sheet No. 8.956)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY **Original Sheet No. 8.956**

(Continued from Sheet No. 8.955)

Customers that meet the applicability requirements of this schedule are not eligible for service under Economic Development Riders, Load Control Riders, the Commercial/Industrial Service Rider (CISR), Standby and Supplemental Service (SST-1), or Interruptible Standby and Supplemental Service (ISST-1).

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the Company's currently effective tariff on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said tariff the provision of this schedule shall apply.

This schedule, including the Monthly Rate components, as well as the Company's tariff on file with the Florida Public Service Commission, may be amended, updated, or revised from time-to-time subject to and upon approval by the Florida Public Service Commission. Upon their effective date, any such changes approved by the Florida Public Service Commission shall apply prospectively to all existing and new customers taking service under thisschedule.

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective:

FLORIDA POWER & LIGHT COMPANY

Forty-Fourth Revised Sheet No. 9.010
Cancels Forty-Third Revised Sheet No. 9.010

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(Continued on Sheet No. 9.011)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

~~Seventeenth~~ Eighteenth Revised Sheet No. 9.011
Cancels Seventeenth~~Sixteenth~~ Revised Sheet No. 9.011

(Continued from Sheet No. 9.010)

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Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~July 1, 2025~~

STANDARD OFFER CONTRACT FOR THE PURCHASE OF CAPACITY AND ENERGY FROM A RENEWABLE ENERGY FACILITY OR A QUALIFYING FACILITY WITH A DESIGN CAPACITY OF 100 KW OR LESS (2032 AVOIDED UNIT)

THIS STANDARD OFFER CONTRACT (the "Contract") is made and entered___this_____day of _____, ____, by and between_____(herein after "Qualified Seller" or "QS") a corporation/limited liability company organized and existing under the laws of the State of _____and owner of a Renewable Energy Facility as defined in section 25-17.210 (1) F.A.C. or a Qualifying Facility with a design capacity of 100 KW or less as defined in section 25-17.250, and Florida Power & Light Company (hereinafter "FPL") a corporation organized and existing under the laws of the State of Florida. The QS and FPL shall be jointly identified herein as the "Parties". This Contract contains five Appendices; Appendix A, QS-2 Standard Rate for Purchase of Capacity and Energy; Appendix B, Pay for Performance Provisions; Appendix C, Termination Fee; Appendix D, Detailed Project Information and Appendix E, contract options to be selected by QS.

WITNESSETH:

WHEREAS, the QS desires to sell and deliver, and FPL desires to purchase and receive, firm capacity and energy to be generated by the QS consistent with the terms of this Contract, Section 366.91, Florida Statutes, and/or Florida Public Service Commission ("FPSC") Rules 25-17.082 through 25-17.091, F.A.C. and FPSC Rules25-17.200 through 25.17.310.F.A.C.

WHEREAS, the QS has signed an interconnection agreement with FPL (the "Interconnection Agreement"), or it has entered into valid and enforceable interconnection/transmission service agreement(s) with the utility (or those utilities) whose transmission facilities are necessary for delivering the firm capacity and energy to FPL (the "Wheeling Agreement(s)");

WHEREAS, the FPSC has approved the form of this Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Facility or a Qualifying Facility with a design capacity of 100 KW or less; and

WHEREAS, the Facility is capable of delivering firm capacity and energy to FPL for the term of this Contract in a manner consistent with the provisions of this Contract; and

WHEREAS, Section 366.91(3), Florida Statutes, provides that the "prudent and reasonable costs associated with a QS energy contract shall be recovered from the ratepayers of the contracting utility, without differentiating among customer classes, through the appropriate cost-recovery clause mechanism" administered by the FPSC.

NOW, THEREFORE, for mutual consideration the Parties agree as follows:

(Continued on Sheet No. 9.031)

FILED 2/17/2026
DOCUMENT NO. 01139-2026
FPSC - COMMISSION CLERK

STATE OF FLORIDA
OFFICE OF PUBLIC COUNSEL

c/o THE FLORIDA LEGISLATURE
111 WEST MADISON ST.
SUITE 812
TALLAHASSEE, FLORIDA 32399-1400
850-488-9330

EMAIL: OPC_WEBSITE@LEG.STATE.FL.US
WWW.FLORIDAOPC.GOV

BEN ALBRITTON
President of the Senate

DANIEL PEREZ
Speaker of the House of Representatives

February 17, 2026

Adam J. Teitzman, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 20250011-EI - Petition for rate increase by Florida Power & Light Company

Dear Mr. Teitzman:

Please find enclosed for filing in the above referenced docket the Office of Public Counsel's Notice of Administrative Appeal, Part 3 of 5. This filing is being made via the Florida Public Service Commission's web-based electronic filing portal.

If you have any questions or concerns, please do not hesitate to contact me. Thank you for your assistance in this matter.

Sincerely,

Walt Trierweiler
Public Counsel

/s/ Mary A. Wessling
Mary A. Wessling
Associate Public Counsel
Florida Bar No.: 93590

c/o The Florida Legislature
111 West Madison St, Suite 812
Tallahassee, FL 32399-1400

Counsel for Citizens of the State Of Florida

CERTIFICATE OF SERVICE
DOCKET NO. 20250011-EI

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail on this 17th day of February, 2026, to the following:

Adria Harper
Shaw Stiller
Timothy Sparks
Florida Public Service Commission
Office of General Counsel
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
aharper@psc.state.fl.us
sstiller@psc.state.fl.us
tsparks@psc.state.fl.us

Kenneth A. Hoffman
Florida Power & Light Company
134 West Jefferson Street
Tallahassee, FL 32301-1713
ken.hoffman@fpl.com

John T. Burnett
Maria Moncada
Christopher T. Wright
Joel Baker
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420
john.t.burnett@fpl.com
maria.moncada@fpl.com
christopher.wright@fpl.com
joel.baker@fpl.com

Jon C. Moyle, Jr.
Karen A. Putnal
Moyle Law Firm, P.A.
118 North Gadsden Street
Tallahassee, FL 32301
jmoyle@moylelaw.com
kputnal@moylelaw.com
mqualls@moylelaw.com

Leslie R. Newton
Ashley N. George
Thomas A. Jernigan
James B. Ely
Ebony M. Payton
Matthew Vondrasek
Federal Executive Agencies
139 Barnes Drive, Suite 1
Tyndall Air Force Base, FL 32403
leslie.newton.1@us.af.mil
ashley.george.4@us.af.mil
thomas.jernigan.3@us.af.mil
matthew.vondrasek.1@us.af.mil
james.ely@us.af.mil
ebony.payton.ctr@us.af.mil
ULFSC.Tyndall@us.af.mil

Nikhil Vijaykar
Yonatan Moskowitz
Keyes & Fox LLP
580 California St., 12th Floor
San Francisco, CA 94104
nvijaykar@keyesfox.com
ymoskowitz@keyesfox.com

Katelyn Lee
Lindsey Stegall
EVgo Services, LLC
1661 E. Franklin Ave.
El Segundo, CA 90245
katelyn.lee@evgo.com
lindsey.stegall@evgo.com

Bradley Marshall
Jordan Luebkemann
Earthjustice
111 S. Martin Luther King Jr. Blvd.
Tallahassee, FL 32301
bmarshall@earthjustice.org
jluebkemann@earthjustice.org
flcaseupdates@earthjustice.org

Danielle McManamon
Earthjustice
4500 Biscayne Blvd., Suite 201
Miami, FL 33137
dmcmanamon@earthjustice.org

James W. Brew
Laura Wynn Baker
Joseph R. Briscar
Sarah B. Newman
Stone Mattheis Xenopoulos & Brew
1025 Thomas Jefferson St., NW
Suite 800 West
Washington, D.C. 20007
jbrew@smxblaw.com
lwb@smxblaw.com
jrb@smxblaw.com
sbn@smxblaw.com

Stephen Bright
Jigar J. Shah
Electrify America, LLC
1950 Opportunity Way, Suite 1500
Reston, Virginia
steve.bright@electrifyamerica.com
jigar.shah@electrifyamerica.com

Robert E. Montejo
Duane Morris LLP
201 S Biscayne Blvd., Suite 3400
Miami, FL 33131-4325
remontejo@duanemorris.com

Stephanie U. Eaton
Spilman Thomas & Battle
110 Oakwood Drive, Suite 500
Winston-Salem, NC 27103
seaton@spilmanlaw.com

Steven W. Lee
Spilman Thomas & Battle
1100 Bent Creek Blvd., Suite 101
Mechanicsburg, PA 17050
slee@spilmanlaw.com

William C. Garner
Law Office of William C. Garner
3425 Bannerman Road
Unit 105, No. 414
Tallahassee, FL 32312
bgarner@wcglawoffice.com

D. Bruce May
Kevin W. Cox
Kathryn Isted
Holland & Knight LLP
315 S. Calhoun Street, Suite 600
Tallahassee, FL 32301
bruce.may@hklaw.com
kevin.cox@hklaw.com
kathryn.isted@hklaw.com

Brian Ardire
Armstrong World Industries, Inc.
2500 Columbia Avenue
Lancaster, PA 17603
baardire@armstrongcielings.com

Alexander W. Judd
Duane Morris LLP
100 Pearl Street, 13th floor
Hartford, CT 06103
ajudd@duanemorris.com

Robert Scheffel Wright
John T. Lavia, III
Floridians Against Increased Rates, Inc.
Gardner Bist King & Wood
1300 Thomasville Rd.
Tallahassee, FL 32309
schef@gbwlegal.com
jlavia@gbwlegal.com

Floyd Self
Ruth Vafek
Fuel Retailers
Berger Singerman, LLP
313 N. Monroe. St., Suite 301
Tallahassee, FL 32301
fself@bergersingerman.com
rvafek@bergersingerman.com

/s/ Mary A. Wessling
Mary A. Wessling
Associate Public Counsel
wessling.mary@leg.state.fl.us

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.031
Cancels First Revised Sheet No. 9.031

(Continued from Sheet No.9.030)

1. QS Facility

The QS contemplates, installing operating and maintaining a _____ _____KVA_____generating facilitylocated at_____(hereinafter called the "Facility"). The Facility is designed to produce a maximum of_____kilowatts ("KW") of electric power at an 85% lagging to 85% leading power factor. The Facility's location and generation capabilities are as described in the table below.

TECHNOLOGY AND GENERATORCAPABILITIES	
Location: Specific legal description (e.g., metes and bounds or other legal description with street address required)	**City:** **County:**
Generator Type (Induction or Synchronous)	
Type of Facility (Hydrogen produced from sources other than fossil fuels, biomass as defined in Section 25-17.210 (2) F.A.C. , solar energy, geothermal energy, wind energy, ocean energy, hydroelectric power, waste heat from sulfuric acid manufacturing operations: or <100KWcogenerator)	
Technology	
Fuel Type and Source	
Generator Rating (KVA)	
Maximum Capability (KW)	
Minimum Load	
Peaking Capability	
Net Output(KW)	
Power Factor(%)	
Operating Voltage (kV)	
Peak Internal Load KW	

The following sections (a) through (e) are applicable to Renewable Energy Facilities ("REFs") and section (e) is only applicable to Qualifying Facilities with a design capacity of 100 KW or less:

(a) If the QS is a REF, the QS represents and warrants that (i) the sole source(s) of fuel or power used by the Facility to produce energy for sale to FPL during the term of this Contract shall be such sources as are defined in and provided for pursuant to Sections 366.91(2) (a) and (b), Florida Statutes, and FPSC Rules 25-17.210(1) and (2), F.A.C.; (ii) Fossil fuels shall be limited to the minimum quantities necessary for start-up, shut-down and for operating stability at minimum load; and (iii) the REF is capable of generating the amount of capacity pursuant to Section 5 of this Agreement without the use of fossil fuels.

(b) The Parties agree and acknowledge that if the QS is a REF, the QS will not charge for, and FPL shall have no obligation to pay for, any electrical energy produced by the Facility from a source of fuel or power except as specifically provided for in paragraph 1(a) above.

(Continued on Sheet No. 9.032)

Issued by: S.E. Roming, Director, Rates and Tariffs
Effective: July 13, 2017

(Continued from Sheet No. 9.031)

(a) If the QS is a REF, the QS shall, on an annual basis and within thirty (30) days after the anniversary date of this Contract and on an annual basis thereafter for the term of this Contract, deliver to FPL a report certified by an officer of the QS: (i) stating the type and amount of each source of fuel or power used by the QS to produce energy during the twelve-month period prior to the anniversary date (the "Contract Year"); and (ii) verifying that one hundred percent (100%) of all energy sold by the QS to FPL during the Contract Year complies with Sections 1(a) and (b) of this Contract.

(b) If the QS is a REF, the QS represents and warrants that the Facility meets the renewable energy requirements of Section 366.91(2)(a) and (b), Florida Statutes, and FPSC Rules 25-17.210(1) and (2)-, F.A.C., and that the QS shall continue to meet such requirements throughout the term of this Contract. FPL shall have the right at all times to inspect the Facility and to examine any books, records, or other documents of the QS that FPL deems necessary to verify that the Facility meets such requirements.

(c) The Facility (i) has been certified or has self-certified as a "qualifying facility" pursuant to the Regulations of the Federal Energy Regulatory Commission ("FERC"), or (ii) has been certified by the FPSC as a "qualifying facility" pursuant to Rule 25-17.080(1). A QS that is a qualifying facility with a design capacity of less than 100 KW shall maintain the "qualifying status" of the Facility throughout the term of this Contract. FPL shall have the right at all times to inspect the Facility and to examine any books and records or other documents of the Facility that FPL deems necessary to verify the Facility's qualifying status. On or before March 31 of each year during the term of this Contract, the QS shall provide to FPL a certificate signed by an officer of the QS certifying that the Facility has continuously maintained qualifying status.

2. Term of Contract

Except as otherwise provided herein, this Contract shall become effective immediately upon its execution by the Parties (the "Effective Date") and shall have the termination date stated in Appendix E, unless terminated earlier in accordance with the provisions hereof. Notwithstanding the foregoing, if the Capacity Delivery Date (as defined in Section 5.5) of the Facility is not accomplished by the in-service date of the avoided unit, or such later date as may be permitted by FPL pursuant to Section 5 of this Contract, FPL will be permitted to terminate this Contract consistent with the terms herein without further obligations, duties or liability to the QS.

2. Minimum Specifications

Following are the minimum specifications pertaining to this Contract:

1. The avoided unit ("Avoided Unit") options on which this Contract is based are detailed in Appendix A.

2. This offer shall expire on April 1, 2026.

3. The date by which firm capacity and energy deliveries from the QS to FPL shall commence is the in-service date of the Avoided Unit (or such later date as may be permitted by FPL pursuant to Section 5 of this contract) unless the QS chooses a capacity payment option that provides for early capacity payments pursuant to the terms of this Contract.

4. The period of time over which firm capacity and energy shall be delivered from the QS to FPL is as specified in Appendix E; provided, such period shall be no less than a minimum of ten (10) years after the in-service date of the Avoided Unit.

5. The following are the minimum performance standards for the delivery of firm capacity and energy by the QS to qualify for full capacity payments under this Contract:

	On Peak *	All Hours
Availability	94.0%	94.0%

* QS Performance and On Peak hours shall be as measured and/or described in FPL's Rate Schedule QS-2 attached hereto as Appendix A

(Continued on Sheet No. 9.032.1)

(Continued from Sheet No. 9.032)

3.2 QS, at no cost to FPL, shall be responsible to:

3.2.1 Design, construct, and maintain the Facility in accordance with this Contract, applicable law, regulatory, and governmental approvals, any requirements of warranty agreements or similar agreements, prudent industry practice, insurance policies, and the Interconnection Agreement or Wheeling Agreement.

3.2.2 Perform all studies, pay all fees, obtain all necessary approvals and execute all necessary agreements (including the Interconnection Agreement or the Wheeling Agreement(s)) in order to schedule and deliver the firm capacity and energy to FPL.

3.2.3 Obtain and maintain all permits, certifications, licenses, consents or approvals of any governmental or regulatory authority necessary for the construction, operation, and maintenance of the Facility (the "Permits"). QS shall keep FPL reasonably informed as to the status of its permitting efforts and shall promptly inform FPL of any Permits it is unable to obtain, that are delayed, limited, suspended, terminated, or otherwise constrained in a way that could limit, reduce, interfere with, or preclude QS's ability to perform its obligations under this Contract (including a statement of whether and to what extent this circumstance may limit or preclude QS's ability to perform under this Contract.)

3.2.4 Demonstrate to FPL's reasonable satisfaction that QS has established Site Control, an agreement for the ownership or lease of the Facility's site, for the Term of the Contract.

3.2.5 Complete all environmental impact studies and comply with applicable environmental laws necessary for the construction, operation, and maintenance of the Facility.

3.2.6 At FPL's request, provide to FPL electrical specifications and design drawings pertaining to the Facility for FPL's review prior to finalizing design of the Facility and before beginning construction work based on such specifications and drawings, provided FPL's review of such specifications and design shall not be construed as endorsing the specification, and design thereof, or as any express or implied warranties including performance, safety, durability or reliability of the Facility. QS shall provide to FPL reasonable advance notice of any changes in the Facility and provide to FPL specifications and design drawings of any such changes.

3.2.7 Within fifteen (15) days after the close of each month from the first month following the Effective Date until the Capacity Delivery Date, provide to FPL a monthly progress report (in a form reasonably satisfactory to FPL) and agree to regularly scheduled meetings between representatives of QS and FPL to review such monthly reports and discuss QS's construction progress. The Monthly Progress Report shall indicate whether QS is on target to meet the Capacity Delivery Date. If, for any reason, FPL has reason to believe that QS may fail to achieve the Capacity Delivery Date, then, upon FPL's request, QS shall submit to FPL, within ten (10) business days of such request, a remedial action plan ("Remedial Action Plan") that sets forth a detailed description of QS's proposed course of action to promptly achieve the Capacity Delivery Date. Delivery of a Remedial Action Plan does not relieve QS of its obligation to meet the Capacity Delivery Date.

3.3 FPL shall have the right, but not the obligation, to:

3.3.1 Inspect during business hours upon reasonable notice, or obtain copies of all Permits held by QS.

3.3.2 Consistent with Section 3.2.6, notify QS in writing of the results of the review within thirty (30) days of FPL's receipt of all specifications for the Facility, including a description of any flaws perceived by FPL in the design.

3.3.3 Inspect the Facility's construction site or on-site QS data and information pertaining to the Facility during business hours upon reasonable notice.

(Continued on Sheet No. 9.033)

FLORIDA POWER & LIGHT COMPANY

~~Tenth~~ Eleventh Revised Sheet No. 9.033
Cancels ~~Ninth~~ Tenth Revised Sheet No. 9.033

(Continued from Sheet No. 9.032.1)

4 Sale of Energy and Capacity by the QS

4.1 Consistent with the terms hereof, the QS shall sell and deliver to FPL and FPL shall purchase and receive from the QS at the Delivery Point (defined below) all of the energy and firm capacity generated by the Facility. FPL shall have the sole and exclusive right to purchase all energy and capacity produced by the Facility. The purchase and sale of energy and firm capacity pursuant to this Contract shall be a ( ) net billing arrangement or ( ) simultaneous purchase and sale arrangement; provided, however, that no such arrangement shall cause the QS to sell more energy and firm capacity than the Facility's net output. The billing methodology may be changed at the option of the QS, subject to the provisions of FPL Rate Schedule QS-2. For purposes of this Contract, Delivery Point shall be defined as either: (a) the point of interconnection between FPL's system and the transmission system of the final utility transmitting energy and firm capacity from the Facility to the FPL system, as specifically described in the applicable Wheeling Agreement, or (b) the point of interconnection between the Facility and FPL's transmission system, as specifically described in the Interconnection Agreement.

4.2 The QS shall not rely on interruptible standby service for the startup requirements (initial or otherwise) of the Facility.

4.3 The QS shall be responsible for all costs, charges and penalties associated with development and operation of the Facility.

4.4 The QS shall be responsible for all interconnection, electric losses, transmission and ancillary service arrangements and costs required to deliver, on a firm basis, the firm capacity and energy from the Facility to the Delivery Point.

5 Committed Capacity/Capacity Delivery Date

5.1 The QS commits to sell and deliver firm capacity to FPL at the Delivery Point, the amount of which shall be determined in accordance with this Section 5 (the "Committed Capacity"). Subject to Section 5.3 the Committed Capacity shall be_____ KW, delivery date no later than the in-service date of the Avoided Unit or as otherwise specified in Appendix E (the "Guaranteed Capacity Delivery Date").

5.2 Testing of the capacity of the Facility (each such test, a "Committed Capacity Test") shall be performed in accordance with the procedures set forth in Section 6. The Demonstration Period (defined herein) for the first Committed Capacity Test shall commence no earlier than six (6) months prior to the Capacity Delivery Date and testing must be completed by 11:59 p.m. ~~EST~~ ET on the date prior to the Guaranteed Delivery Date. The first Committed Capacity Test shall be deemed successfully completed when the QS demonstrates to FPL's satisfaction that the Facility can make available capacity of at least one hundred percent (100%) of the Committed Capacity set forth in Section 5.1. Subject to Section 6.1, the QS may schedule and perform up to three (3) Committed Capacity Tests to satisfy the capacity requirements of the Contract.

5.3 FPL shall have the right to require the QS, by notice no less than ten (10) business days prior to such proposed test, to validate the Committed Capacity of the Facility by means of subsequent Committed Capacity Tests as follows: (a) once per each Summer period and once per each Winter period at FPL's sole discretion,(b) at any time the QS is unable to comply with any material obligation under this Contract for a period of thirty (30) days or more in the aggregate as a consequence of an event of Force Majeure, and (c) at any time the QS fails in three consecutive months to achieve an Annual Capacity Billing Factor, as defined in Appendix B (the "ACBF"), equal to or greater than 70%. The results of any such test shall be provided to FPL within seven (7) days of the conclusion of such test. On and after the date of such requested Committed Capacity Test, and until the completion of a subsequent Committed Capacity Test, the Committed Capacity shall be deemed as the lower of the tested capacity or the Committed Capacity as set forth in Section 5.1.

5.4 Notwithstanding anything to the contrary herein, the Committed Capacity shall not exceed the amount set forth in Section 5.1 without the prior written consent of FPL, such consent not unreasonably withheld.

5.5 The "Capacity Delivery Date" shall be defined as the first calendar day immediately after the date following the last to occur of (a) the Facility's successful completion of the first Committed Capacity Test but no earlier than the commencement date for deliveries of firm capacity and energy (as such is specified in Appendix E) and (b) the satisfaction by QS of the following Delivery Date Conditions (defined below).

(Continued on Sheet No. 9.033.1)

(Continue from Sheet No. 9.033)

5.5.1 A certificate addressed to FPL from a Licensed Professional Engineer (reasonably acceptable to FPL in all respects) stating: (a) the nameplate capacity rating of the Facility at the anticipated time of commercial operation, which must be at least 94% of the Expected Nameplate Capacity Rating; (b) that the Facility is able to generate electric energy reliably in amounts expected by this Agreement and in accordance with all other terms and conditions hereof; (c) that Start-Up Testing of the Facility has been completed; and (d) that, pursuant to Section 8.4, all system protection and control and Automatic Generation Control devices are installed and operational.

5.5.2 A certificate addressed to FPL from a Licensed Professional Engineer (reasonably acceptable to FPL in all respects) stating, in conformance with the requirements of the Interconnection Agreement, that: (a) all required interconnection facilities have been constructed; (b) all required interconnection tests have been completed; and (c) the Facility is physically interconnected with the System in conformance with the Interconnection Agreement and able to deliver energy consistent with the terms of this Agreement.

5.5.3 A certificate addressed from a Licensed Professional Engineer (reasonably acceptable to FPL in all respects) stating that QS has obtained or entered into all permits and agreements with respect to the Facility necessary for construction, ownership, operation, and maintenance of the Facility (the "Required Agreements"). QS must provide copies of any or all Required Agreements requested by FPL.

5.5.4 An opinion from a law firm or attorney, registered or licensed in the State of Florida (reasonably acceptable to FPL in all respects), stating, after all appropriate and reasonable inquiry, that: (a) QS has obtained or entered into all Required Agreements; (b) neither QS nor the Facility is in violation of or subject to any liability under any applicable law; and (c) QS has duly filed and had recorded all of the agreements, documents, instruments, mortgages, deeds of trust, and other writings described in Section 9.7.

5.5.5 FPL has received the Completion/Performance Security ((a) through (e), the "Commercial Operation Conditions").

FPL shall have ten (10) Business Days after receipt either to confirm to QS that all of the Delivery Date Conditions have been satisfied or have occurred, or to state with specificity what FPL reasonably believes has not been satisfied.

5.6 The QS shall be entitled to receive capacity payments beginning on the Capacity Delivery Date, provided, the Capacity Delivery Date occurs on or before the in-service date of the Avoided Unit (or such later date permitted by FPL pursuant to the following sentence). If the Capacity Delivery Date does not occur on or before the Guaranteed Capacity Delivery Date, FPL shall be entitled to the Completion/Performance Security (as set forth in Section 9) in full, and in addition, has the right but not the obligation to allow the QS up to an additional five (5) months to achieve the Capacity Delivery Date. If the QS fails to achieve the Capacity Delivery Date either by (a) the Guaranteed Delivery Date or b) such later date as permitted by FPL, FPL shall have no obligation to make any capacity payments under this Contract and FPL will be permitted to terminate this Contract, consistent with the terms herein, without further obligations, duties or liability to the QS.

(Continue on Sheet No. 9.034)

(Continued from Sheet No. 9.033)

6. Testing Procedures

6.1 The Committed Capacity Test must be completed successfully within a sixty-hour period (the "Demonstration Period"), which period, including the approximate start time of the Committed Capacity Test, shall be selected and scheduled by the QS by means of a written notice to FPL delivered at least thirty (30) days prior to the start of such period. The provisions of the foregoing sentence shall not apply to any Committed Capacity Test required by FPL under any of the provisions of this Contract. FPL shall have the right to be present onsite to monitor any Committed Capacity Test required or permitted under this Contract.

6.2 Committed Capacity Test results shall be based on a test period of twenty-four (24) consecutive hours (the "Committed Capacity Test Period") at the highest sustained net KW rating at which the Facility can operate without exceeding the design operating conditions, temperature, pressures, and other parameters defined by the applicable manufacturer(s) for steady state operations at the Facility. If the QS is a REF the Committed Capacity Test shall be conducted utilizing as the sole fuel source fuels or energy sources included in the definition in Section 366.91, Florida Statutes. The Committed Capacity Test Period shall commence at the time designated by the QS pursuant to Section 6.1 or at such other time requested by FPL pursuant to Section 5.3; provided, however, that the Committed Capacity Test Period may commence earlier than such time in the event that FPL is notified of, and consents to, such earlier time.

6.3 For the avoidance of doubt, normal station service use of unit auxiliaries, including, without limitation, cooling towers, heat exchangers, and other equipment required by law, shall be in service during the Committed Capacity Test Period. Further, the QS shall affect deliveries of any quantity and quality of contracted cogenerated steam to the steam host during the Committed Capacity Test Period.

6.4 The capacity of the Facility shall be the average net capacity (generator output minus auxiliary) measured over the Committed Capacity Test Period.

6.5 The Committed Capacity Test shall be performed according to prudent industry testing procedures satisfactory to FPL for the appropriate technology of the QS.

6.6 Except as otherwise provided herein, results of any Committed Capacity Test shall be submitted to FPL by the QS within seven (7) days of the conclusion of the Committed Capacity Test.

7. Payment for Electricity Produced by the Facility

7.1 Energy

FPL agrees to pay the QS for energy produced by the Facility and delivered to the Delivery Point in accordance with the rates and procedures contained in FPL's approved Rate Schedule QS-2, attached hereto as Appendix A, as it may be amended from time to time and pursuant to the election of energy payment options as specified in Appendix E. The Parties agree that this Contract shall be subject to all of the provisions contained in Rate Schedule QS-2 as approved and on file with the FPSC.

7.2 Firm Capacity

FPL agrees to pay the QS for the firm capacity described in Section 5 in accordance with the rates and procedures contained in Rate Schedule QS-2, attached hereto as Appendix A, as it may be amended and approved from time to time by the FPSC, and pursuant to the election of a capacity payment option as specified in Appendix E. The QS understands and agrees that capacity payments will be made under the early capacity payment options only if the QS has achieved the Capacity Delivery Date and is delivering firm capacity and energy to FPL. Once elected by the QS, the capacity payment option cannot be changed during the term of this Contract.

7.3 Payments

Payments due the QS will be made monthly and normally by the twentieth business day following the end of the billing period. A statement of the kilowatt-hours sold by the QS and the applicable avoided energy rate at which payments are being made shall accompany the payment to the QS.

(Continued from Sheet No. 9.034)

8 Electricity Production and Plant Maintenance Schedule

8.1 During the term of this Contract, no later than sixty (60) days prior to the Capacity Delivery Date and prior to April 1 of each calendar year thereafter, the QS shall submit to FPL in writing a detailed plan of: (a) the amount of firm capacity and energy to be generated by the Facility and delivered to the Delivery Point for each month of the following calendar year, and (b) the time, duration and magnitude of any scheduled maintenance period(s) and any anticipated reductions in capacity.

8.2 By October 31 of each calendar year, FPL shall notify the QS in writing whether the requested scheduled maintenance periods in the detailed plan are acceptable. If FPL objects to any of the requested scheduled maintenance periods, FPL shall advise the QS of the time period closest to the requested period(s) when the outage(s) can be scheduled. The QS shall schedule maintenance outages only during periods approved by FPL, such approval not unreasonably withheld. Once the schedule for maintenance has been established and approved by FPL, either Party may request a subsequent change in such schedule and, except when such event is due to Force Majeure, request approval for such change from the other Party, such approval not to be unreasonably withheld or delayed. Scheduled maintenance outage days shall be limited to seven (7) days per calendar year unless the manufacturer's recommendation of maintenance outage days for the technology and equipment used by the Facility exceeds such 7day period, provided, such number of days is considered reasonable by prudent industry standards and does not exceed two (2) fourteen (14) day intervals, one in the Spring and one in the Fall, in any calendar year. The scheduled maintenance outage days applicable for the QS are_____days in the Spring and_____days in the Fall of each calendar year, provided the conditions specified in the previous sentence are satisfied. In no event shall maintenance periods be scheduled during the following periods: June 1 through and including October 31st and December 1 through and including February 28 (or 29th as the case may be).

8.3 The QS shall comply with reasonable requests by FPL regarding day-to-day and hour-by-hour communication between the Parties relative to electricity production and maintenance scheduling.

8.4 Dispatch and Control

8.4.1 The power supplied by the QS hereunder shall be in the form of three-phase 60 Hertz alternating current, at a nominal operating voltage of_____,000 volts (_____kV) and power factor dispatchable and controllable in the range of 85% lagging to 85% leading as measured at the Delivery Point to maintain system operating parameters, as specified by FPL.

8.4.2 At all times during the term of this Contract, the QS shall operate and maintain the Facility: (a) in such a manner as to ensure compliance with its obligations hereunder, in accordance with prudent engineering and operating practices and applicable law, and (b) with all system protective equipment in service whenever the Facility is connected to, or is operated in parallel with, FPL's system. The QS shall install at the Facility those system protection and control devices necessary to ensure safe and protected operation of all energized equipment during normal testing and repair. The QS shall have qualified personnel test and calibrate all protective equipment at regular intervals in accordance with good engineering and operating practices. A unit functional trip test shall be performed after each overhaul of the Facility's turbine, generator or boilers and the results shall be provided to FPL prior to returning the Facility to service. The specifics of the unit functional trip test will be consistent with good engineering and operating practices.

8.4.3 If the Facility is separated from the FPL system for any reason, under no circumstances shall the QS reconnect the Facility into FPL's system without first obtaining FPL's prior written approval.

8.4.4 During the term of this Contract, the QS shall employ qualified personnel for managing, operating and maintaining the Facility and for coordinating such with FPL. If the Facility has a Committed Capacity greater than 10 MW then, the QS shall ensure that operating personnel are on duty at all times, twenty-four (24) hours a calendar day and seven (7) calendar days a week. If the Facility has a Committed Capacity equal to or less than 10 MW then the QS shall ensure that operating personnel are on duty at least eight (8) hours per day from 8 AM EST to 5 PM EST from Monday to Friday, with an operator on call at all other hours.

8.4.5 FPL shall at all times be excused from its obligation to purchase and receive energy and capacity hereunder, and FPL shall have the ability to require the QS to curtail or reduce deliveries of energy, to the extent necessary (a) to maintain the reliability and integrity of any part of FPL's system, (b) in the event that FPL determines that a failure to do so is likely to endanger life or property, or (c) is likely to result in significant disruption of electric service to FPL's customers. FPL shall give the QS prior notice, if practicable, of its intent to refuse, curtail or reduce FPL's acceptance of energy and firm capacity pursuant to this Section and will act to minimize the frequency and duration of such occurrences.

(Continued on Sheet No. 9.036)

(Continued from Sheet No. 9.035)

8.4.6 After providing notice to the QS, FPL shall not be required to purchase or receive energy from the QS during any period in which, due to operational circumstances, the purchase or receipt of such energy would result in FPL's incurring costs greater than those which it would incur if it did not make such purchases. An example of such an occurrence would be a period during which the load being served is such that the generating units online are base load units operating at their minimum continuous ratings and the purchase of additional energy would require taking a base load unit off the line and replacing the remaining load served by that unit with peaking-type generation. FPL shall give the QS as much prior notice as practicable of its intent not to purchase or receive energy and firm capacity pursuant to this Section.

8.4.7 If the Facility has a Committed Capacity less than 75 MW, control, scheduling and dispatch of firm capacity and energy shall be the responsibility of the QS. If the Facility has a Committed Capacity greater than or equal to 75 MW, then control, scheduling and dispatch of firm capacity and energy shall be the responsibility of the QS, except during a "Dispatch Hour", i.e., any clock hour for which FPL requests the delivery of such capacity and energy. During any Dispatch Hour: (a) control of the Facility will either be by Seller's manual control under the direction of FPL (whether orally or in writing) or by Automatic Generation Control by FPL's system control center as determined by FPL, and (b) FPL may request that the real power output be at any level up to the Committed Capacity of the Facility, provided, in no event shall FPL require the real power output of the Facility to be below the Facility's Minimum Load without decommitting the Facility. The Facility shall deliver the capacity and energy requested by FPL within_____minutes, taking into account the operating limitations of the generating equipment as specified by the manufacturer, provided such time period specified herein is considered reasonable by prudent industry standards for the technology and equipment being utilized and assuming the Facility is operating at or above its Minimum Load. Start-up time from Cold Shutdown and Facility Turnaround time from Hot to Hot will be taken into consideration provided such are reasonable and consistent with prudent industry practices for the technology and equipment being utilized. The Facility's Operating Characteristics have been provided by the QS and are set forth in Appendix D, Section IV of Rate Schedule QS-2.

8.4.8 If the Facility has a Committed Capacity of less than 75 MW, FPL may require during certain periods, by oral, written, or electronic notification that the QS cause the Facility to reduce output to a level below the Committed Capacity but not lower than the Facility's Minimum Load. FPL shall provide as much notice as practicable, normally such notice will be of at least four (4) hours. The frequency of such request shall not exceed eighteen (18) times per calendar year and the duration of each request shall not exceed four (4) hours.

8.4.9 FPL's exercise of its rights under this Section 8 shall not give rise to any liability or payment obligation on the part of FPL, including any claim for breach of contract or for breach of any covenant of good faith and fair dealing.

9. Completion/Performance Security

The security contemplated by this Section 9 constitutes security for, but is not a limitation of, QS's obligations hereunder and shall not be FPL's exclusive remedy for QS's failure to perform in accordance with this Agreement.

9.1 As security for the achievement of the Guaranteed Capacity Delivery Date and satisfactory performance of its obligations hereunder, the QS shall provide FPL either: (a) an unconditional, irrevocable, standby letter of credit(s) with an expiration date no earlier than the end of the first (1st) anniversary of the Capacity Delivery Date (or the next business day thereafter), issued by a U.S. commercial bank or the U.S. branch of a foreign bank having a Credit Rating of A- or higher by S&P or A3 or higher by Moody's (a "Qualified Issuer"), in form and substance acceptable to FPL (including provisions (i) permitting partial and full draws and (ii) permitting FPL to draw in full if such letter of credit is not renewed or replaced as required by the terms hereof at least thirty (30) business days prior to its expiration date) ("Letter of Credit"); (b) a bond, issued by a financially sound Company acceptable to FPL and in a form and substance acceptable to FPL, ("Bond"); or (c) a cash collateral deposited with FPL ("Cash Collateral") (any of (a), (b), or (c), the "Completion/Performance Security"). Completion/Performance Security shall be provided in the amount and by the date listedbelow:

(a) $50.00 per kW (for the number of kW of Committed Capacity set forth in Section 5.1) to be delivered to FPL within five (5) business days of the Effective Date;and

(b) $100.00 per kW (for the number of kW of Committed Capacity set forth in Section 5.1) to be delivered to FPL two years before the Guaranteed Capacity DeliveryDate.

"Credit Rating" means with respect to any entity, on any date of determination, the respective ratings then assigned to such entity's unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P, Moody's or other specified rating agency or agencies or if such entity does not have a rating for its unsecured, senior long-term debt or deposit obligations, then the rating assigned to such entity as its "corporate credit rating" by S&P.

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"Moody's" means Moody's Investors Service, Inc. or its successor.

"S&P" means Standard & Poor's Ratings Group (a division of The McGraw-Hill Companies, Inc.) or its successor.

9.2 The specific security instrument provided for purposes of this Contract is:

( ) Letter of Credit.
( ) Bond.
( ) Cash Collateral.

9.3 FPL shall have the right to monitor (a) the financial condition of the issuer of a Letter of Credit in the event any Letter of Credit is provided by the QS, and (b) the insurer, in the case of any Bond. In the event the issuer of a Letter of Credit no longer qualifies as Qualified Issuer or the issuer of a Bond is no longer financially sound, FPL may require the QS to replace the Letter of Credit or the Bond, as applicable. Such replacement Letter of Credit or bond must be issued by a Qualified Issuer or a financially sound issues, as applicable, within ten (10) business days following written notification to the QS of the requirement to replace. Failure by the QS to comply with the requirements of this Section 9.3 shall be grounds for FPL to draw in full on the existing Letter of Credit or bond and to exercise any other remedies it may have hereunder.

9.4 Notwithstanding the foregoing provisions of this Section 9, pursuant to FPSC Rule 25-17.091(4), F.A.C., a QS qualifying as a "Solid Waste Facility" pursuant to Section 377.709(3) or (5), F.S., respectively, may use an unsecured written commitment or promise to pay in a form reasonably acceptable to FPL, by the local government which owns the Facility or on whose behalf the QS operates the Facility, to secure its obligation to achieve on a timely basis the Capacity Delivery Date and the satisfactory performance of its obligations hereunder.

9.5 FPL shall be entitled to draw the Completion/Performance Security to satisfy any obligation or liability of QS arising pursuant to this Contract.

9.5.1 If the QS fails to achieve the Capacity Delivery Date on or before the in-service date of the Avoided Unit or such later date as permitted by FPL pursuant to Section 5.6, FPL shall be entitled immediately to receive, draw upon, or retain, as the case may be, one-hundred (100%) of the Completion/ Performance Security as liquidated damages free from any claim or right of any nature whatsoever of the QS, including any equity or right of redemption by the QS. The Parties acknowledge that the injury that FPL will suffer as a result of delayed availability of Committed Capacity and energy is difficult to ascertain and that FPL may accept such sums as liquidated damages and resort to any other remedies which may be available to it under law or in equity.

9.5.2 In the event that FPL requires the QS to perform one or more Committed Capacity Test(s) at any time on or before the first anniversary of the Capacity Delivery Date pursuant to Section 5.3 and, in connection with any such Committed Capacity Test(s), the QS fails to demonstrate a Capacity of at least one-hundred percent (100%) of the Committed Capacity set forth in Section 5.1, FPL shall be entitled immediately to receive, draw upon, or retain, as the case may be, one-hundred percent (100%) of the Completion/Performance Security as liquidated damages free from any claim or right of any nature whatsoever of the QS, including any equity or right of redemption by the QS.

9.5.3 QS shall promptly, but in no event more than five (5) business days following any draws on the Completion/Performance Security, replenish the Completion/Performance Security to the amounts required herein.

9.6 The QS, as the Pledgor of the Completion/Performance Security, hereby pledges to FPL, as the secured Party, as security for the achievement of the Capacity Delivery Date and satisfactory performance of its obligations hereunder, and grants to FPL a first priority continuing security interest in, lien on and right of set-off against all Completion/Performance Security transferred to or received by FPL hereunder. Upon the transfer or return by FPL to the QS of Completion/Performance Security, the security interest and lien granted hereunder on that Completion/Performance Security will be released immediately and, to the extent possible, without any further action by either party.

(Continued on Sheet No. 9.038)

(Continued from Sheet No. 9.037)

9.7 In lieu of any interest, dividends or other amounts paid or deemed to have been paid with respect to Cash Collateral held by FPL (all of which may be retained by FPL), FPL will transfer to the QS on a monthly basis the Interest Amount, as calculated by FPL.

"Interest Amount" means, with respect to each monthly period, the aggregate sum of the amounts of interest calculated for each day in that monthly period on the principal amount of Cash Collateral held by FPL on that day, determined by FPL for each such day as follows:

(x)) the amount of that Cash Collateral on that day; multiplied by

(y)) the Interest Rate in effect for that day; divided

by (z) 360.

"Interest Rate" means: the Federal Funds Overnight rate as from time to time in effect.

"Federal Funds Overnight Rate" means, for the relevant determination date, the rate opposite the caption "Federal Funds (Effective)" as set forth for that day in the weekly statistical release designated as H.15 (519), or any successor publication, published by the Board of Governors of the Federal Reserve System. If on the determination date such rate is not yet published in H.15 (519), the rate for that date will be the rate set in Composite 3:30 P.M. Quotations for U.S. Government Securities for that day under the caption "Federal Funds/Effective Rate." If on the determination date such rate is not yet published in either H.15 (519) or Composite 3:30 P.M. Quotations for U.S. Government Securities, the rate for that date will be determined as if the Parties had specified "USD-Federal Funds-Reference Dealers" as the applicable rate.

10. Termination Fee

10.1 In the event that the QS receives capacity payments pursuant to Option B, Option C, Option D or Option E (as such options are defined in Appendix A and elected by the QS in Appendix E) or receives energy payments pursuant to the Fixed Firm Energy Payment Option (as such option is defined in Appendix A and elected by the QS in Appendix E) then, upon the termination of this Contract, the QS shall owe and be liable to FPL for a termination fee calculated in accordance with Appendix C (the "Termination Fee"). The QS's obligation to pay the Termination Fee shall survive the termination of this Contract. FPL shall provide the QS, on a monthly basis, a calculation of the Termination Fee.

10.1.1 The Termination Fee shall be secured (with the exception of governmental solid waste facilities covered by FPSC Rule 25-17.091 in which case the QS may use an unsecured written commitment or promise to pay, in a form reasonably acceptable to FPL, by the local government which owns the Facility or on whose behalf the QS operates the Facility, to secure its obligation to pay the Termination Fee) by the QS by: (a) an unconditional, irrevocable, standby letter(s) of credit issued by Qualified Issuer in form and substance acceptable to FPL (including provisions (a) permitting partial and full draws and (b) permitting FPL to draw upon such letter of credit, in full, if such letter of credit is not renewed or replaced at least thirty (30) business days prior to its expiration date, ("Termination Fee Letter of Credit"); (b) a bond, issued by a financially sound Company and in a form and substance acceptable to FPL, ("Termination Fee Bond"); or (c) a cash collateral deposit with FPL ("Termination Fee Cash Collateral") (any of (a), (b), or (c), the "Termination Security").

10.1.2 The specific security instrument selected by the QS for purposes of this Contract is:

( ) Termination Fee Letter of Credit
( ) Termination Fee Bond
( ) Termination Fee Cash Collateral

10.1.3 FPL shall have the right to monitor the financial condition of (i) the issuer of a Termination Fee Letter of Credit in the case of any Termination Fee Letter of Credit and (ii) the insurer(s), in the case of any Termination Fee Bond. In the event the issuer of a Termination Fee Letter of Credit is no longer a Qualified Issuer or the issuer of a Termination Fee Bond is no longer financially sound, FPL may require the QS to replace the Termination Fee Letter of Credit or the Termination Fee Bond, as applicable. In the event that FPL notifies the QS that it requires such a replacement, the replacement Termination Fee Letter of Credit or Termination Fee Bond, as applicable, must be issued by a Qualified Issuer or financially sound company within ten (10) business days following such notification. Failure by the QS to comply with the requirements of this Section 10.1.2 shall be grounds for FPL to draw in full on any existing Termination Fee Letter of Credit or Termination Fee Bond and to exercise any other remedies it may have hereunder.

(Continued on Sheet No. 9.039)

(Continued from Sheet No. 9.038)

10.1.4 After the close of each calendar quarter (March 31, June 30, September 30, and December 31) occurring subsequent to the Capacity Delivery Date, the QS shall provide to FPL within ten (10) business days of the close of such calendar quarter with written assurance and documentation (the "Security Documentation"), in form and substance acceptable to FPL, that the amount of the most recently provided Termination Security is sufficient to cover the balance of the Termination Fee. In addition to the foregoing, at any time during the term of this Contract, FPL shall have the right to request, and the QS shall be obligated to deliver within five (5) business days of such request, such Security Documentation. Failure by the QS to comply with the requirements of this Section 10.1.3 shall be grounds for FPL to draw in full on any existing Termination Fee Letter of Credit or Termination Fee Bond or to retain any Termination Fee Cash Collateral, and to exercise any other remedies it may have hereunder to be applied against any Termination Fee that may be due and owing to FPL or that may in the future be due and owing to FPL.

10.1.5 Upon any termination of this Contract following the Capacity Delivery Date, FPL shall be entitled to receive (and in the case of the Termination Fee Letter of Credit or Termination Fee Bond, draw upon such Termination Fee Letter of Credit or Termination Fee Bond) and retain one- hundred percent (100%) of the Termination Security to be applied against any Termination Fee that may be due and owing to FPL or that may in the future be due and owing to FPL. FPL will transfer to the QS any proceeds and Termination Security remaining after liquidation, set-off and/or application under this Article after satisfaction in full of all amounts payable by the QS with respect to any Termination Fee or other obligations due to FPL; the QS in all events will remain liable for any amounts remaining unpaid after any liquidation, set-off and/or application under this Article.

10.2 The QS, as the Pledgor of the Termination Security, hereby pledges to FPL, as the secured Party, as security for the Termination Fee, and grants to FPL a first priority continuing security interest in, lien on and right of set-off against all Termination Security transferred to or received by FPL hereunder. Upon the transfer or return by FPL to the QS of Termination Security, the security interest and lien granted hereunder on that Termination Security will be released immediately and, to the extent possible, without any further action by either party.

10.3 In lieu of any interest, dividends or other amounts paid or deemed to have been paid with respect to Termination Fee Cash Collateral held by FPL (all of which may be retained by FPL), FPL will transfer to the QS on a monthly basis the Interest Amount, Pursuant to Section 9.7.

11. Performance Factor

FPL desires to provide an incentive to the QS to operate the Facility during on-peak and off-peak periods in a manner which approximates the projected performance of FPL's Avoided Unit. A formula to achieve this objective is attached as Appendix B.

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FLORIDA POWER & LIGHT COMPANY

~~Fourth~~Fifth Revised Sheet No. 9.040
Cancels ~~Third~~ Fourth Revised Sheet No. 9.040

(Continued from Sheet No. 9.039)

12 Default

Notwithstanding the occurrence of any Force Majeure, as defined in the Technical Terms and Abbreviations of the Company Tariff, ~~as described in Section 16,~~ each of the following shall constitute an Event of Default:

12.1 The QS fails to meet the applicable requirements specified in Section 1 of this Contract.;

12.2 The QS changes or modifies the Facility from that provided in Section 1 with respect to its type, location, technology or fuel source, without prior written approval from FPL.;

12.3 After the Capacity Delivery Date, the Facility fails, for twelve (12) consecutive months, to maintain an Annual Capacity Billing Factor, as described in Appendix B, of at least 70%.;

12.4 The QS fails to comply with any of the provisions of Section 9.0 hereof (Completion/Performance Security).

12.5 The QS fails to comply with any of the provisions of Section 10.0 hereof (Termination Security).;

12.6 The QS ceases the conduct of active business; or if proceedings under the federal bankruptcy law or insolvency laws shall be instituted by or for or against the QS or if a receiver shall be appointed for the QS or any of its assets or properties; or if any part of the QS's assets shall be attached, levied upon, encumbered, pledged, seized or taken under any judicial process, and such proceedings shall not be vacated or fully stayed within 30 days thereof; or if the QS shall make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts as they become due.

12.7 The QS fails to give proper assurance acceptable to FPL of adequate performance as specified under this Contract within 30 days after FPL, with reasonable grounds for insecurity, has requested in writing such assurance-.

12.8 The QS materially fails to perform as specified under this Contract, including, but not limited to, the QS's obligations under any part of Sections 8, and 18.

12.9 The QS fails to achieve the permitting, licensing, certification, and all federal, state and local governmental environmental and licensing approvals required to initiate construction of the Facility by no later than one year prior to Guaranteed Capacity Date.

12.10 The QS fails to comply with any of the provisions of Section 18.3 hereof (Project Management).

12.11 Any of the representations or warranties made by the QS in this Contract is false or misleading in any material respect.

12.12 The occurrence of an event of default by the QS under the Interconnection Agreement or any applicable Wheeling Agreement;

12.13 The QS fails to satisfy its obligations under Section 18.14 hereof (Assignment).

12.14 The QS fails to deliver to FPL in accordance with this Contract any energy or firm capacity required to be delivered hereunder or the delivery or sale of any such energy and firm capacity to an entity other than FPL.

12.15 The QS fails to perform any material covenant or obligation under this Contract not specifically mentioned in this Section

12.16 If at any time after the Capacity Delivery Date, the QS reduces the Committed Capacity due to an event of Force Majeure and fails to repair the Facility and reset the Committed Capacity to the level set forth in Section 5.1 (as such level may be reduced by Section 5.3) within twelve (12) months following the occurrence of such event of Force Majeure.

(Continued on Sheet No. 9.041)

Issued by: ~~S. E. Romig, Director, Rates and Tariffs~~ Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~September 13, 2016~~

(Continued from Sheet No. 9.040)

13. FPL's Rights in the Event of Default

13.1 Upon the occurrence of any of the Events of Default in Section 12, FPL may:

(a) terminate this Contract, without penalty or further obligation, except as set forth in Section 13.2, by written notice to the QS, and offset against any payment(s) due from FPL to the QS, any monies otherwise due from the QS to FPL;

(b) draw on the Completion/Performance Security pursuant to Section 9 or collect the Termination Fee pursuant to Section 10 as applicable; and

(c) exercise any other remedy(ies) which may be available to FPL at law or in equity.

13.2 In the case of an Event of Default, the QS recognizes that any remedy at law may be inadequate because this Contract is unique and/or because the actual damages of FPL may be difficult to reasonably ascertain. Therefore, the QS agrees that FPL shall be entitled to pursue an action for specific performance, and the QS waives all of its rights to assert as a defense to such action that FPL's remedy at law is adequate.

13.3 Termination shall not affect the liability of either party for obligations arising prior to such termination or for damages, if any, resulting from any breach of this Contract.

14. Indemnification/Limits

14.1 FPL and the QS shall each be responsible for its own facilities. FPL and the QS shall each be responsible for ensuring adequate safeguards for other FPL customers, FPL's and the QS's personnel and equipment, and for the protection of its own generating system. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations of Tariff Sheet No.6.020 each party (the "Indemnifying Party") agrees, to the extent permitted by applicable law, to indemnify, pay, defend, and hold harmless the other party (the "Indemnifying Party") and its officers, directors, employees, agents and contractors (hereinafter called respectively, "FPL Entities" and "QS Entities") from and against any and all claims, demands, costs, or expenses for loss, damage, or injury to persons or property of the Indemnified Party (or to third parties) caused by, arising out of, or resulting from: (a) a breach by the Indemnifying Party of its covenants, representations, and warranties or obligations hereunder; (b) any act or omission by the Indemnifying Party or its contractors, agents, servants or employees in connection with the installation or operation of its generation system or the operation thereof in connection with the other Party's system; (c) any defect in, failure of, or fault related to, the Indemnifying Party's generation system; (d) the negligence or willful misconduct of the Indemnifying Party or its contractors, agents, servants or employees; or (e) any other event, act or incident, including the transmission and use of electricity, that is the result of, or proximately caused by, the Indemnifying Party or its contractors, agents, servants or employees.

14.2 Payment by an Indemnified Party will not be a condition precedent to the obligations of the Indemnifying Party under Section 14. No Indemnified Party under Section 14 shall settle any claim for which it claims indemnification hereunder without first allowing the Indemnifying Party the right to defend such a claim. The Indemnifying Party shall have no obligations under Section 14 in the event of a breach of the foregoing sentence by the Indemnified Party. Section 14 shall survive termination of this Agreement.

14.3 Limitation on Consequential, Incidental and Indirect Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE QS NOR FPL, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, FOR CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS CONTRACT, OR ANY ACTIONS UNDERTAKEN IN CONNECTION WITH OR RELATED TO THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES WHICH ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISREPRESENTATION), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW, UNDER ANY INDEMNITY PROVISION OR ANY OTHER THEORY OF RECOVERY. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY, AND SUCH DIRECT DAMAGES SHALL BE THE SOLE AND EXCLUSIVE MEASURE OF DAMAGES AND

(Continued on Sheet No. 9.042)

(Continued from Sheet No. 9.041)

ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED; PROVIDED, HOWEVER, THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS WILL NOT IN ANY WAY LIMIT LIABILITY OR DAMAGES UNDER ANY THIRD PARTY CLAIMS OR THE LIABILITY OF A PARTY WHOSE ACTIONS GIVING RISE TO SUCH LIABILITY CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF FAULT AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS CONTRACT. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WAIVER OF A PARTY'S RIGHT TO SEEK INJUNCTIVE RELIEF.

15. Insurance

15.1 The QS shall procure or cause to be procured, and shall maintain throughout the entire term of this Contract, a policy or policies of liability insurance issued by an insurer acceptable to FPL on a standard "Insurance Services Office" commercial general liability form (such policy or policies, collectively, the "QS Insurance"). A certificate of insurance shall be delivered to FPL at least fifteen (15) calendar days prior to the start of any interconnection work. At a minimum, the QS Insurance shall contain (a) an endorsement providing coverage, including products liability/completed operations coverage for the term of this Contract, and (b) a broad form contractual liability endorsement covering liabilities (i) which might arise under, or in the performance or nonperformance of, this Contract and the Interconnection Agreement, or (ii) caused by operation of the Facility or any of the QS's equipment or by the QS's failure to maintain the Facility or the QS's equipment in satisfactory and safe operating condition. Effective at least fifteen (15) calendar days prior to the synchronization of the Facility with FPL's system, the QS Insurance shall be amended to include coverage for interruption or curtailment of power supply in accordance with industry standards. Without limiting the foregoing, the QS Insurance must be reasonably acceptable to FPL. Any premium assessment or deductible shall be for the account of the QS and not FPL.

15.2 The QS Insurance shall have a minimum limit of one million dollars ($1,000,000) per occurrence, and two million dollars ($2,000,000) combined aggregate limit, for bodily injury (including death) or property damage.

15.3 In the event that such insurance becomes totally unavailable or procurement thereof becomes commercially impracticable, such unavailability shall not constitute an Event of Default under this Contract, but FPL and the QS shall enter into negotiations to develop substitute protection which the Parties in their reasonable judgment deem adequate.

15.4 To the extent that the QS Insurance is on a "claims made" basis, the retroactive date of the policy(ies) shall be the effective date of this Contract or such other date as may be agreed upon to protect the interests of the FPL Entities and the QS Entities. Furthermore, to the extent the QS Insurance is on a "claims made" basis, the QS's duty to provide insurance coverage shall survive the termination of this Contract until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort. To the extent the QS Insurance is on an "occurrence" basis, such insurance shall be maintained in effect at all times by the QS during the term of this Contract.

15.5 The QS Insurance shall provide that it may not be cancelled or materially altered without at least thirty (30) calendar days' written notice to FPL. The QS shall provide FPL with a copy of any material communication or notice related to the QS Insurance within ten (10) business days of the QS's receipt or issuance thereof.

15.6 The QS shall be designated as the named insured and FPL shall be designated as an additional named insured under the QS Insurance. The QS Insurance shall be endorsed to be primary to any coverage maintained by FPL.

16. Force Majeure

An event of Force Majeure shall have the meaning as set forth in Technical Terms and Abbreviations of the Company Tariff. ~~is defined as an event or circumstance that is not within the reasonable control of, or the result of the negligence of, the affected party, and which, by the exercise of due diligence, the affected party is unable to overcome, avoid, or cause to be avoided in a commercially reasonable manner. Such events or circumstances may include, but are not limited to, acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Facility or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes, difficulties (not caused by the failure of the affected party to comply with the terms of a collective bargaining agreement), or actions or restraints by court order or governmental authority or arbitration award.~~ For purposes of this Contract, Force Majeure shall not include:
(a) the QS's ability to sell capacity and energy to another market at a more advantageous price; (b) equipment breakdown or inability to use equipment caused by its design, construction, operation, maintenance or inability to meet regulatory standards, or otherwise caused by an event originating in the Facility; (c) ~~)~~ a failure of performance of any other entity, including any entity providing electric transmission service to the QS, except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure event; (d) failure of the QS to timely apply for or obtain permits.

(Continued on Sheet No. 9.043)

(Continued from Sheet No. 9.042)

16.1 Except as otherwise provided in this Contract, each party shall be excused from performance when its nonperformance was caused, directly or indirectly by an event of Force Majeure.

16.2 In the event of any delay or nonperformance resulting from an event of Force Majeure, the party claiming Force Majeure shall notify the other party in writing within two (2) business days of the occurrence of the event of Force Majeure, of the nature, cause, date of commencement thereof and the anticipated extent of such delay, and shall indicate whether any deadlines or date(s), imposed hereunder may be affected thereby. The suspension of performance shall be of no greater scope and of no greater duration than the cure for the Force Majeure requires. A party claiming Force Majeure shall not be entitled to any relief therefore unless and until conforming notice is provided. The party claiming Force Majeure shall notify the other party of the cessation of the event of Force Majeure or of the conclusion of the affected party's cure for the event of Force Majeure, in either case within two (2) business days thereof.

16.3 The party claiming Force Majeure shall use its best efforts to cure the cause(s) preventing its performance of this Contract; provided, however, the settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of the affected party, and such party shall not be required to settle such strikes, lockouts or other labor disputes by acceding to demands which such party deems to be unfavorable.

16.4 If the QS suffers an occurrence of an event of Force Majeure that reduces the generating capability of the Facility below the Committed Capacity, the QS may, upon notice to FPL, temporarily adjust the Committed Capacity as provided in Sections 16.5 and 16.6. Such adjustment shall be effective the first calendar day immediately following FPL's receipt of the notice or such later date as may be specified by the QS. Furthermore, such adjustment shall be the minimum amount necessitated by the event of Force Majeure.

16.5 If the Facility is rendered completely inoperative as a result of Force Majeure, the QS shall temporarily set the Committed Capacity equal to 0 KW until such time as the Facility can partially or fully operate at the Committed Capacity that existed prior to the Force Majeure. If the Committed Capacity is 0 KW, FPL shall have no obligation to make capacity payments hereunder.

16.6 If, at any time during the occurrence of an event of Force Majeure or during its cure, the Facility can partially or fully operate, then the QS shall temporarily set the Committed Capacity at the maximum capability that the Facility can reasonably be expected to operate.

16.7 Upon the cessation of the event of Force Majeure or the conclusion of the cure for the event of Force Majeure, the Committed Capacity shall be restored to the Committed Capacity that existed immediately prior to the Force Majeure. Notwithstanding any other provision of this Contract, upon such cessation or cure, FPL shall have the right to require a Committed Capacity Test to demonstrate the Facility's compliance with the requirements of this section 16.7. Any Committed Capacity Test required by FPL under this Section shall be additional to any Committed Capacity Test under Section 5.3.

16.8 During the occurrence of an event of Force Majeure and a reduction in Committed Capacity under Section 16.4, all Monthly Capacity Payments shall reflect, pro rata, the reduction in Committed Capacity, and the Monthly Capacity Payments will continue to be calculated in accordance with the pay-for-performance provisions in Appendix B.

16.9 The QS agrees to be responsible for and pay the costs necessary to reactivate the Facility and/or the interconnection with FPL's system if the same is (are) rendered inoperable due to actions of the QS, its agents, or Force Majeure events affecting the QS, the Facility or the interconnection with FPL. FPL agrees to reactivate, at its own cost, the interconnection with the Facility in circumstances where any interruptions to such interconnections are caused by FPL or its agents.

17. Representations, Warranties, and Covenants of QS

The QS represents and warrants that as of the Effective Date and for the term of this Contract:

17.1 Organization, Standing and Qualification

The QS is a_____(corporation, partnership, or other, as applicable) duly organized and validly existing in good standing under the laws of_____and has all necessary power and authority to carry on its business as presently conducted, to own or hold under lease its properties and to enter into and perform its obligations under this Contract and all other related documents and agreements to which it is or shall be a Party. The QS is duly qualified or licensed to do business in the State of Florida and in all other jurisdictions wherein the nature of its business and operations or the character of the properties owned or leased by it makes such qualification or licensing necessary and where the failure to be so qualified or licensed would impair its ability to perform its obligations under this Contract or would result in a material liability to or would have a material adverse effect on FPL.

(Continued on Sheet No. 9.044)

(Continued from Sheet No. 9.043)

17.2 Due Authorization, No Approvals, No Defaults, etc.

Each of the execution, delivery and performance by the QS of this Contract has been duly authorized by all necessary action on the part of the QS, does not require any approval, except as has been heretofore obtained, of the _____(shareholders, partners, or others, as applicable) of the QS or any consent of or approval from any trustee, lessor or holder of any indebtedness or other obligation of the QS, except for such as have been duly obtained, and does not contravene or constitute a default under any law, the _____(articles of incorporation, bylaws, or other as applicable) of the QS, or any agreement, judgment, injunction, order, decree or other instrument binding upon the QS, or subject the Facility or any component part thereof to any lien other than as contemplated or permitted by this Contract. This Contract constitutes QS's legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, except as such enforceability may be limited by applicable bankruptcy laws from time to time in effect that affect creditors' rights generally or by general principles of equity (regardless of whether such enforcement is considered in equity or at law).

17.3 Compliance with Laws

The QS has knowledge of all laws and business practices that must be followed in performing its obligations under this Contract. The QS is in compliance with all laws, except to the extent that failure to comply therewith would not, in the aggregate, have a material adverse effect on the QS or FPL.

17.4 Governmental Approvals

Except as expressly contemplated herein, neither the execution and delivery by the QS of this Contract, nor the consummation by the QS of any of the transactions contemplated thereby, requires the consent or approval of, the giving of notice to, the registration with, the recording or filing of any document with, or the taking of any other action in respect of governmental authority, except in respect of permits (a) which have already been obtained and are in full force and effect or (b) are not yet required (and with respect to which the QS has no reason to believe that the same will not be readily obtainable in the ordinary course of business upon due application therefore).

17.5 No Suits, Proceedings

There are no actions, suits, proceedings or investigations pending or, to the knowledge of the QS, threatened against it at law or in equity before any court or tribunal of the United States or any other jurisdiction which individually or in the aggregate could result in any materially adverse effect on the QS's business, properties, or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations under this Contract. The QS has no knowledge of a violation or default with respect to any law which could result in any such materially adverse effect or impairment. The QS is not in breach of, in default under, or in violation of, any applicable Law, or the provisions of any authorization, or in breach of, in default under, or in violation of, or in conflict with any provision of any promissory note, indenture or any evidence of indebtedness or security therefore, lease, contract, or other agreement by which it is bound, except for any such breaches, defaults, violations or conflicts which, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the business or financial condition of Buyer or its ability to perform its obligationshereunder.

17.6 Environmental Matters

17.6.1 QS Representations

To the best of its knowledge after diligent inquiry, the QS knows of no (a) existing violations of any environmental laws at the Facility, including those governing hazardous materials or (b) pending, ongoing, or unresolved administrative or enforcement investigations, compliance orders, claims, demands, actions, or other litigation brought by governmental authorities or other third parties alleging violations of any environmental law or permit which would materially and adversely affect the operation of the Facility as contemplated by this Contract.

17.6.2 Ownership and Offering For Sale Of Renewable Energy Attributes

The QS retains any and all rights to own and to sell any and all environmental attributes associated with the electric generation of the Facility, including but not limited to, any and all renewable energy certificates, "green tags" or other tradable environmental interests (collectively "RECs"), of any description.

(Continued on Sheet No. 9.045)

(Continued from Sheet No. 9.044)

17.6.3 Changes in Environmental and Governmental Regulations

If new environmental and other regulatory requirements enacted during the term of the Contract change FPL's full avoided cost of the unit on which the Contract is based, either party can elect to have the contract reopened.

17.7 Interconnection/Wheeling Agreement

The QS has executed an interconnection agreement with FPL, or represents or warrants that it has entered into a valid and enforceable Interconnection Agreement with the utility in whose service area the Facility is located, pursuant to which the QS assumes contractual responsibility to make any and all transmission-related arrangements (including control area services) between the QS and the transmitting utility for delivery of the Facility's capacity and energy to FPL.

17.8 Technology and Generator Capabilities

That for the term of this Contract the Technology and Generator Capabilities table set forth in Section 1 is accurate and complete.

18 General Provisions

18.1 Project Viability

To assist FPL in assessing the QS's financial and technical viability, the QS shall provide the information and documents requested in Appendix D or substantially similar documents, to the extent the documents apply to the type of Facility covered by this Contract, and to the extent the documents are available. All documents to be considered by FPL must be submitted at the time this Contract is presented to FPL. Failure to provide the following such documents may result in a determination of non-viability by FPL.

18.2 Permits; Site Control

The QS hereby agrees to obtain and maintain Permits which the QS is required to obtain as a prerequisite to engaging in the activities specified in this Contract. QS shall also obtain and maintain Site Control for the Term of the Contract.

18.3 Project Management

18.3.1 If requested by FPL, the QS shall submit to FPL its integrated project schedule for FPL's review within sixty calendar days from the execution of this Contract, and a start-up and test schedule for the Facility at least sixty calendar days prior to start-up and testing of the Facility. These schedules shall identify key licensing, permitting, construction and operating milestone dates and activities. If requested by FPL, the QS shall submit progress reports in a form satisfactory to FPL every calendar month until the Capacity Delivery Date and shall notify FPL of any changes in such schedules within ten calendar days after such changes are determined. FPL shall have the right to monitor the construction, start-up and testing of the Facility, either on-site or off- site. FPL's technical review and inspections of the Facility and resulting requests, if any, shall not be construed as endorsing the design thereof or as any warranty as to the safety, durability or reliability of the Facility.

18.3.2 The QS shall provide FPL with the final designer's/manufacturer's generator capability curves, protective relay types, proposed protective relay settings, main one-line diagrams, protective relay functional diagrams, and alternating current and direct current elementary diagrams for review and inspection at FPL no later than one hundred eighty calendar days prior to the initial synchronization date.

18.4 Assignment

This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party, such consent to be granted or withheld in such other Party's sole discretion. Any direct or indirect change of control of QS (whether voluntary or by operation of law) shall be deemed an assignment and shall require the prior written consent of FPL. Notwithstanding the foregoing, either Party may, without the consent of the other Party, assign or transfer this Agreement: (a) to any lender as collateral security for obligations under any financing documents entered into with such lender provided, QS shall be responsible for FPL's reasonable costs and expenses associated with the review, negotiation, execution and delivery of any documents or information pursuant to such collateral assignment, including reasonable attorneys' fees (b) to an affiliate of such Party; *provided,* that such affiliate's creditworthiness is equal to or better than that of such Party (and in no event less than Investment Grade) as determined reasonably by the non-assigning or non-transferring Party and; *provided, further*, that any such affiliate shall agree in writing to be bound by and to assume the terms and conditions hereof and any and all obligations to the non-assigning or non-transferring Party arising or accruing hereunder from and after the date of such assumption. "Investment Grade" means BBB- or above from Standard & Poor's Corporation or Baa2 or above from Moody's Investor Services.

18.5 Disclaimer

In executing this Contract, FPL does not, nor should it be construed, to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the QS or any assignee of this Contract.

(Continued on Sheet No. 9.046)

FLORIDA POWER & LIGHT COMPANY

~~Second~~ Third Revised Sheet No. 9.046
Cancels ~~First~~ Second Revised Sheet No. 9.046

(Continued from Sheet No. 9.045)

18.6 Notification

All formal notices relating to this Contract shall be deemed duly given when delivered in person, or sent by registered or certified mail, or sent by fax if followed immediately with a copy sent by registered or certified mail, to the individuals designated below. The Parties designate the following individuals to be notified or to whom payment shall be sent until such time as either Party furnishes the other Party written instructions to contact another individual:

For the QS:

_____

_____

_____

_____

For FPL:
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408
Attn: EMT Contracts Department

This signed Contract and all related documents may be presented no earlier than 8:00 a.m. ~~EST~~ ET on the effective date of the Standard Offer Contract, as determined by the FPSC. Contracts and related documents may be mailed to the address below or delivered during normal business hours (8:00 a.m. ~~EST~~ ET to 4:45 p.m. ~~EST~~ET) to the visitors' entrance at the address below:

Florida Power & Light Company
700 Universe Boulevard, Juno Beach, FL 33408
Attention: Contracts Manager/Coordinator
EMT Contracts Department

18.7 Applicable Law

This Contract shall be construed in accordance with and governed by, and the rights of the Parties shall be construed in accordance with, the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies, without regard to conflict of law rules thereof.

18.8 Venue

The Parties hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of Florida or, in the event that jurisdiction for any matter cannot be established in the United States District Court for the Southern District of Florida, in the state court for Palm Beach County, Florida, solely in respect of the interpretation and enforcement of the provisions of this Contract and of the documents referred to in this Contract, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Contract or any such document may not be enforced in or by such courts, and the Parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a court. The Parties hereby consent to and grant any such court jurisdiction over the persons of such Parties solely for such purpose and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 18.8 hereof or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

(Continued on Sheet No. 9.047)

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

(Continued from Sheet No. 9.046)

18.9. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS CONTRACT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT A PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION RESULTING FROM, ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (d) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS CONTRACT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 18.9

18.10 Taxation

In the event that FPL becomes liable for additional taxes, including interest and/or penalties arising from an Internal Revenue Service's determination, through audit, ruling or other authority, that FPL's payments to the QS for capacity under Options B, C, D, E or for energy pursuant to the Fixed Firm Energy Payment Option D are not fully deductible when paid (additional tax liability), FPL may bill the QS monthly for the costs, including carrying charges, interest and/or penalties, associated with the fact that all or a portion of these capacity payments are not currently deductible for federal and/or state income tax purposes. FPL, at its option, may offset these costs against amounts due the QS hereunder. These costs would be calculated so as to place FPL in the same economic position in which it would have been if the entire capacity payments had been deductible in the period in which the payments were made. If FPL decides to appeal the Internal Revenue Service's determination, the decision as to whether the appeal should be made through the administrative or judicial process or both, and all subsequent decisions pertaining to the appeal (both substantive and procedural), shall rest exclusively with FPL.

18.11 Severability

If any part of this Contract, for any reason, is declared invalid, or unenforceable by a public authority of appropriate jurisdiction, then such decision shall not affect the validity of the remainder of the Contract, which remainder shall remain in force and effect as if this Contract had been executed without the invalid or unenforceable portion.

18.12 Complete Agreement and Amendments

All previous communications or agreements between the Parties, whether verbal or written, with reference to the subject matter of this Contract are hereby abrogated. No amendment or modification to this Contract shall be binding unless it shall be set forth in writing and duly executed by both Parties. This Contract constitutes the entire agreement between the Parties.

18.13 Survival of Contract

This Contract, as it may be amended from time to time, shall be binding upon, and inure to the benefit of, the Parties' respective successors-in-interest and legal representatives.

18.14 Record Retention

The QS agrees to retain for a period of five (5) years from the date of termination hereof all records relating to the performance of its obligations hereunder, and to cause all QS Entities to retain for the same period all such records.

18.15 No Waiver

No waiver of any of the terms and conditions of this Contract shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the terms and conditions hereof shall not be construed as a waiver of such Party's right in the future to insist on such strict performance.

(Continued on Sheet No. 9.048)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.048
Cancels Original Sheet No. 9.048

(Continued from Sheet No. 9.047)

18.16 Set-Off

FPL may at any time, but shall be under no obligation to, set off any and all sums due from the QS against sums due to the QS hereunder.

18.17 Assistance With FPL's evaluation of FIN 46R

Accounting rules set forth in Financial Accounting Standards Board Interpretation No. 46 (Revised December 2003) ("FIN 46R"), as well as future amendments and interpretations of those rules, may require FPL to evaluate whether the QS must be consolidated, as a variable interest entity (as defined in FIN 46R), in the consolidated financial statements of FPL. The QS agrees to fully cooperate with FPL and make available to FPL all financial data and other information, as deemed necessary by FPL, to perform that evaluation on a timely basis at inception of the PPA and periodically as required by FIN 46R. If the result of an evaluation under FIN 46R indicates that the QS must be consolidated in the financial statements of FPL, the QS agrees to provide financial statements, together with other required information, as determined by FPL, for inclusion in disclosures contained in the footnotes to the financial statements and in FPL's required filings with the Securities and Exchange Commission ("SEC"). The QS shall provide this information to FPL in a timeframe consistent with FPL's earnings release and SEC filing schedules, to be determined at FPL's discretion. The QS also agrees to fully cooperate with FPL and FPL's independent auditors in completing an assessment of the QS's internal controls as required by the Sarbanes-Oxley Act of 2002 and in performing any audit procedures necessary for the independent auditors to issue their opinion on the consolidated financial statements of FPL. FPL will treat any information provided by the QS in satisfying Section 18.17 as confidential information and shall only disclose such information to the extent required by accounting and SEC rules and any applicable laws.

IN WITNESS WHEREOF, the QS and FPL executed this Contract this_____day of_____.

FLORIDA POWER & LIGHT COMPANY

WITNESS: _____

Date_____

WITNESS: _____

_____(QS)

Date_____

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: July 29, 2008

FLORIDA POWER & LIGHT COMPANY

~~Second~~ Third Revised Sheet No. 9.050
Cancels ~~First~~ Second Revised Sheet No. 9.050

Interconnection Agreement for Customer-Owned Renewable Generation
Tier 1 - 10 kW or Less

This Agreement, is made and entered into this_____day of_____, 20_____, by and between _____("Customer"), with and address of _____ and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, FL33408-0429.

WITNESSETH:

WHEREAS, the Customer has requested to interconnect its Customer-owned renewable generation, 10 kW AC or less, to FPL's electrical service grid at the Customer's presently metered location.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the Parties hereto covenant and agree as follows:

1. **Definitions**
   1.1 Gross Power Rating means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with FPL's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

   1.2 Capitalized Terms shall have the meanings set forth in Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.

2. **Customer Qualification and Fees**
   2.1. Customer-owned renewable generation shall have a Gross Power Rating that:
   a) does not exceed 90% of the Customer's utility distribution service rating; and
   b) is 10 kW AC or less.
   c) has an AC generating capacity of less than 115% of the Customer's previous 12 months kilowatt-hour usage.

   Gross Power Rating for the Customer-owned renewable generation is_____kW AC.

   2.2. The Customer shall not be required to pay any application fee for this Tier 1 Customer-owned renewable generation system.

   2.3. In order to commence the process for interconnection the Customer shall provide FPL a completed application.

3. **General Responsibilities of the Parties**
   3.1. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1, and UL 1741.
   3.2. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section 3.1 above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.
   3.3. The Customer shall be responsible for protecting its Customer-owned renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the FPL system in delivering and restoring power; and shall be responsible for ensuring that Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.
   3.4. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 9.051)

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy~~-~~
Effective: ~~January 1, 2022~~

(Continued from Sheet No. 9.050)

3.5 The Customer shall notify FPL at least ten (10) calendar days prior to initially placing Customer's equipment and protective apparatus in service and FPL shall have the right to have personnel present on the in-service date.

3.6 Interconnection Agreement shall be executed by FPL within thirty (30) calendar days of receipt of a completed application.

4. Inspection and On-going Compliance

4.1 FPL will provide Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when FPL may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, FPL shall have access to the Customer's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet FPL's legal obligation to provide service to its Customers.

5. Manual Disconnect Switch

5.1 U.L.1741 Listed, inverter-based Tier 1 customer-owned renewable generation systems do not require a customer-installed manual disconnect switch.

5.2 Other customer-owned Tier 1 renewable generation systems that are not U.L. 1741 inverter based. FPL shall require the Customer to install, at the Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generation and any Customer wiring connected to FPL's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the FPL meter socket. The Customer shall ensure that such manual disconnect switch shall remain readily accessible to FPL and be capable of being locked in the open position with a single FPL utility padlock.

5.3 In the event that FPL has determined with respect to the Customer-owned renewable generation that the installation of a manual disconnect switch or switches adjacent to FPL's meter socket would not be practical from a safety perspective and/or design considerations in accordance with good engineering practices; and FPL and the customer agree upon a location on the customer's premises for the switch or switches which meet all applicable safety and/or design considerations, then, pursuant to the conditions set forth in Section 5.2 above, each manual disconnect switch shall be mounted separate from FPL's meter socket at a location agreed to by the Customer and FPL, and the customer shall install a permanent weather-proof plaque adjacent to FPL's meter socket indicating the location of the manual disconnect switch or switches.

6. Disconnection / Reconnection

6.1 FPL may open the manual disconnect switch, if available, or disconnect the Customer's meter, pursuant to the conditions set forth in Section 6.2 below, isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, FPL shall at the time of disconnection leave a door hanger notifying the Customer that its Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. FPL will reconnect the Customer-owned renewable generation as soon as practicable after the condition(s) necessitating disconnection has been remedied.

(Continued on Sheet No. 9.052)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.052
Cancels Original Sheet No. 9.052

(Continued from Sheet No. 9.051)

6.2 FPL has the right to disconnect the Customer-owned renewable generation at any time. This may result for the following reasons:

a) Emergencies or maintenance requirements on FPL's system;

b) Hazardous conditions existing on FPL's system due to the operation of the Customer's generating or protective equipment as determined by FPL; and

c) Adverse electrical effects, such as power quality problems, on the electrical equipment of FPL's other electric consumers caused by the Customer-owned renewable generation as determined by FPL.

7. Modifications/Additions to Customer-owned Renewable Generation

7.1 If the Customer-owned renewable generation system is subsequently modified in order to increase its Gross Power Rating, the Customer must notify FPL by submitting a new application and Interconnection Agreement specifying the modification at least thirty (30) calendar days prior to making the modification.

7.2 If the Customer adds another Customer-owned renewable generator system which i.) Utilizes the same utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for both systems; and ii.) Utilizes a separate utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for each system the Customer shall provide thirty (30) calendar days notice prior to installation.

7.3 In the event any Customer modifications or additions result in the input to any FPL meter so as to qualify as a Tier 2 or Tier 3 system, then all terms and conditions, including appropriate notice, of the Interconnection Agreement for Tier 2 or Tier 3 systems shall apply.

7.4 The Interconnection Agreement which applies in instances described in Sections 7.1, 7.2, and 7.3 above shall be determined by the combined gross power rating of the generation system(s) which is connected to the FPL meter. In all instances described in this Section 7, the Customer shall submit a new application to FPL and shall enter into a new Interconnection Agreement. In no event shall the maximum output of the Customer-owned generation system(s), which is connected to the FPL meter exceed 2 MW Gross Power Rating.

8. Indemnity

8.1 Customer, to the extent permitted by law without waiving or limiting any defense of sovereign immunity, shall indemnify, hold harmless and defend FPL from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property, (including the Customer-owned renewable generation system), fines and penalties, costs and expenses arising out of or resulting from the operation of the Customer-owned renewable generation system, except in those instances where such loss is due to the negligent action or inactions of FPL. Nothing herein shall be intended to serve as a waiver or limitation of Customer's sovereign immunity defense as allowed by law.

8.2 FPL shall indemnify, hold harmless and defend Customer from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including FPL's transmission system), fines and penalties, costs and expenses arising out of or resulting from the operation of FPL's system, except in those instances where such loss is due to the negligent action or inactions of the Customer.

(Continued on Sheet No. 9.053)

(Continued from Sheet No. 9.052)

9. Limitation of Liability

9.1 Liability under this Interconnection Agreement for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Interconnection Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall the indemnifying Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Interconnection Agreement.

10. Assignment

10.1 The Interconnection Agreement shall be assignable by either Party upon thirty (30) calendar days notice to the other Party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

10.2 An assignee to this Interconnection Agreement shall be required to assume in writing the Customer's rights, responsibilities, and obligations under this Interconnection Agreement; or execute a new Interconnection Agreement.

11. Insurance

11.1 FPL recommends that the Customer maintain Liability Insurance for Personal Injury and Property damage in amount of not less than $100,000 during the entire term of this Interconnection Agreement to the extent permitted by law. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law.

12. Renewable Energy Certificates

12.1 The Customer shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned renewable generation equipment; any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to FPL.

13. Lease Agreements

13.1 The Customer shall provide FPL a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.

13.2 The Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the Customer-owned renewable generation. Notwithstanding this restriction, in the event it is determined by the Florida Public Service Commission that the Customer has entered such an agreement, the Customer shall be in breach of this Interconnection Agreement and the lessor may become subject to the jurisdiction and regulations of the Florida Public Service Commission as a public utility.

14. Dispute Resolution

14.1 Disputes between the Parties shall be handled in accordance with subsection 11 of Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.

15. Effective Date

15.1 The Customer must execute this Interconnection Agreement and return it to FPL at least thirty (30) calendar days prior to beginning parallel operations and the Customer must begin parallel operation within one year after FPL executes the Interconnection Agreement.

16. Termination

16.1 Upon termination of this Interconnection Agreement, FPL shall open and padlock the manual disconnect switch, if applicable, and remove the Net Metering and associated FPL equipment. At the Customer's expense, the Customer agrees to permanently disconnect the Customer-owned renewable generation and associated equipment from FPL's electric service grid. The Customer shall notify FPL in writing within ten (10) calendar days that the disconnect procedure has beencompleted.

(Continued on Sheet No. 9.053.1)

(Continued from Sheet No. 9.053)

17. Amendments to Florida Public Service Commission Rules

17.1 FPL and Customer recognize that the Florida Public Service Commission rules may be amended from time to time. In the event that Florida Public Service Commission rules are modified, FPL and Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

18. Entire Agreement

18.1 This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between FPL and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

19. Governmental Entities

19.1 For those customers, which are government entities, provisions within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

(Continued on Sheet No. 9.054)

FLORIDA POWER & LIGHT COMPANY

~~First~~ Second Revised Sheet No. 9.054
Cancels ~~Original~~ First Revised Sheet No. 9.054

(Continued from Sheet No. 9.053.1)

IN WITNESS WHEREOF, the Parties hereto have caused this Interconnection Agreement to be duly executed the day and year first above written.

CUSTOMER

_____
(Signature)

_____
(Print or Type Name)

Title: _____

FLORIDA POWER & LIGHTCOMPANY

_____
(Signature)

_____
(Print or Type Name)

Title: _____

~~The completed agreement may be submitted to FPL by:~~Go to this FPL link for net metering information, https://www.fpl.com/clean-energy/net-metering.html

~~**E-mail** - scan and e-mail to Netmetering@fpl.com~~

~~**Mail** - send to: Net Metering
FPL - CSF/SCS
4200 West Flagler Street
Miami, FL 33134~~

~~**FAX** - 305-552-2275~~

Issued by: ~~S. E. Romig, Director, Rates and Tariffs~~Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~February 20, 2014~~

FLORIDA POWER & LIGHT COMPANY

~~Second~~ Third Revised Sheet No. 9.055
Cancels ~~First~~ Second Revised Sheet No. 9.055

Interconnection Agreement for Customer-Owned Renewable Generation
Tier 2 – Greater than 10 kW and Less than or Equal to 100 kW

This Agreement, is made and entered into this_____day of_____, _____20_____, by and between _____("Customer"), with an address of _____and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WITNESSETH:

WHEREAS, the Customer has requested to interconnect its Customer-owned renewable generation, greater than 10 kW AC and less than or equal to 100 kW AC, to FPL's electrical service grid at the Customer's presently metered location.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the Parties hereto covenant and agree as follows:

1. **Definitions**
   1.1 Gross Power Rating means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with FPL's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

   1.2 Capitalized Terms shall have the meanings set forth in the Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-Owned Renewable Generation.

2. **Customer Qualification and Fees**
   2.1 Customer-owned renewable generation shall have a Gross Power Rating that:
   a) does not exceed 90% of the Customer's utility distribution service rating; and
   b) is greater than 10 kW AC and less than or equal to 100 kW AC.
   c) has an AC generating capacity of less than 115% of the Customer's previous 12 months kilowatt-hour usage.

   Gross Power Rating for the Customer-owned renewable generations is _____kW AC.
   2.1 The Customer shall be required to pay an application fee of $400 for this Tier 2 Customer-owned renewable generation.
   2.2 In order to commence the process for interconnection, Customer shall provide FPL a completed application.

3. **General Responsibilities of the Parties**
   3.1 Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1, and UL 1741. The Customer shall provide a written report that the Customer-owned renewable generation complies with the foregoing standards. The manufacturer's specification sheets will satisfy this requirement for a written report.
   3.2 Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section 3.1 above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.
   3.3 The Customer shall be responsible for protecting its Customer-owned renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the FPL system in delivering and restoring power; and shall be responsible for ensuring that Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.
   3.4 The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 9.056)

(Continued from Sheet No. 9.055)

3.5 The Customer shall notify FPL at least ten (10) calendar days prior to initially placing Customer's equipment and protective apparatus in service and FPL shall have the right to have personnel present on the in-service date.

3.6 Within ten (10) business days of receipt of the Customer's application, FPL shall provide written notice that it has received all documents required for interconnection or indicate how the application is deficient. Within ten (10) business days of receipt of a completed application, FPL shall provide written notice verifying receipt of the completed application and in the event FPL elects to inspect the Tier 2 Customer-owned renewable generation, written notice shall also include dates for any physical inspection (as set forth in Section 4.3, hereto) and inspection of documents (as set forth in Section 4.4, hereto) necessary to ensure compliance with this Interconnection Agreement and necessary for FPL to confirm compliance with Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.

3.7 The Interconnection Agreement shall be executed by FPL within thirty (30) calendar days of receipt of a completed application.

4. **Inspection and On-Going Compliance**

4.1 At FPL's election, FPL shall have the right to inspect the Tier 2 Customer-owned renewable generation. All initial physical inspections and inspection of the Customer's documents must be completed by FPL within thirty (30) calendar days of receipt of the Customer's executed Interconnection Agreement. If the inspections are delayed at the Customer's request, the Customer shall contact FPL to reschedule an inspection. FPL shall reschedule the inspection within ten (10) business days of the Customer's request. Physical inspections and inspection of documents must be completed and approved by FPL prior to commencement of service of the Customer-owned renewable generation system.

4.2 Any inspection or observation by FPL shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by FPL of the safety, durability, suitability, or reliability of the Customer-owned Renewable Generation or any associated control, protective, and safety devices owned or controlled by the Customer or the quality of power produced by the Customer-owned renewable generation.

4.3 FPL shall have the right to inspect Customer-owned renewable generation and its component equipment to ensure compliance with this Interconnection Agreement. FPL's system inspections shall include, but shall not be limited to:

a) any installed manual disconnect switch, as applicable;
b) FPL's metering equipment;
c) Any additional metering equipment installed by Customer; and
d) Customer utility-interactive inverter, protective device or other similar devices for compliance to applicable code and standards, as described in this Interconnection Agreement.

4.4 FPL shall also have the right to review Customer documents to ensure compliance with this Interconnection Agreement. FPL shall have the right to, at a minimum review:

a) technical design parameters of the system and the manufacture's installation;
b) operation and maintenance instructions to ensure compliance with IEEE and UL standards;
c) local inspection and certifications; and
d) other documents associated with specific installations.

4.5 FPL will provide Customer with as much notice as reasonably practicable, either in writing, e-mail, facsimile or by phone as to when FPL will conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, FPL shall have access to the Customer's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet FPL's legal obligation to provide service to its Customers.

(Continued on Sheet No. 9.057)

(Continued from Sheet No. 9.056)

5. Manual Disconnect Switch

5.1 FPL shall require the Customer to install, at the Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generation and any Customer wiring connected to FPL's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the FPL meter socket. The Customer shall ensure that such manual disconnect switch shall remain readily accessible to FPL and be capable of being locked in the open position with a single FPL utility padlock.

5.2 In the event that FPL has determined with respect to the Customer-owned renewable generation that the installation of a manual disconnect switch or switches adjacent to FPL's meter socket would not be practical from a safety perspective and/or design considerations in accordance with good engineering practices; and FPL and the Customer agree upon a location on the Customer's premises for the switch or switches which meet all applicable safety and/or design considerations, then, pursuant to the conditions set forth in Section 5.1 above, each manual disconnect switch shall be mounted separate from FPL's meter socket at a location agreed to by the Customer and FPL, and the Customer shall install a permanent weather-proof plaque adjacent to FPL's meter socket indicating the location of the manual disconnect switch or switches.

6. Disconnection / Reconnection

6.1 FPL may open the manual disconnect switch pursuant to the conditions set forth in Section 6.3 below, isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, FPL shall at the time of disconnection leave a door hanger notifying the Customer that its Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. FPL will reconnect the Customer-owned renewable generation as soon as practicable after the condition(s) necessitating disconnection has been remedied.

6.2 Upon notice by FPL, the Customer shall be solely responsible to disconnect the Customer-owned renewable generation and Customer's other equipment if conditions on the FPL distribution system could adversely affect the Customer-owned renewable generation. FPL will not be responsible for damage to the Customer-owned renewable generation system due to adverse effects on the distribution system. Reconnection will be the Customer's responsibility and will not require an additional application.

6.3 FPL has the right to disconnect the Customer-owned renewable generation at any time. This may result for the following reasons:

a) Emergencies or maintenance requirements on FPL's system;
b) Hazardous conditions existing on FPL's system due to the operation of the Customer's generating or protective equipment as determined by FPL;
c) Adverse electrical effects, such as power quality problems, on the electrical equipment of FPL's other electric consumers caused by the Customer-owned renewable generation as determined by FPL; and
d) Failure of the Customer to maintain the required insurance coverage as stated in Section 11.1 below.

7. Modifications/Additions to Customer-owned Renewable Generation

7.1 If the Customer-owned renewable generation is subsequently modified in order to increase its Gross Power Rating, the Customer must notify FPL by submitting a new application and Interconnection Agreement specifying the modification at least thirty (30) days prior to making the modification.

7.2 If the Customer adds another Customer-owned renewable generation which: i.) utilizes the same utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for both systems; or ii.) utilizes a separate utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for each system the Customer shall provide thirty (30) calendar days notice prior to installation.

(Continued on Sheet No. 9.058)

(Continued from Sheet No. 9.057)

7.3 In the event any Customer modifications or additions result in the input to any FPL meter so as to qualify as a Tier 3 system, then all terms and condition, including appropriate notice, of the Interconnection Agreement for Tier 3 systems shall apply. In no event shall the maximum output of the Customer-owned generation system(s), which is connected to the FPL meter exceed 2 MW.

7.4 The Interconnection Agreement which applies in instances described in Sections 7.1, 7.2, and 7.3 above shall be determined by the combined Gross Power Rating of the generation system(s) which is connected to the FPL meter. In all instances described in this Section 7, the Customer shall submit a new application to FPL and shall enter into a new Interconnection Agreement.

8. Indemnity

8.1 Customer, to the extent permitted by law without waiving or limiting any -defense of sovereign immunity, shall indemnify, hold harmless and defend FPL from and against any and all judgments, -losses, damages, claims relating to injury to or death of any person or damage to property (including the Customer-owned renewable generation system), fines and penalties, costs and expenses arising out of or resulting from the operation of the Customer-owned renewable generation system, except in those instances where such loss is due to the negligent action or inactions of FPL. Nothing herein shall be intended to serve as a waiver of limitation of Customer's sovereign immunity defense as allowed by law.

8.2 FPL shall indemnify, hold harmless and defend Customer from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including FPL's transmission system), fines and penalties, costs and expenses arising out of or resulting from the operation of FPL's system, except in those instances where such loss is due to the negligent action or inactions of the Customer.

9. Limitation of Liability

9.1 Liability under this Interconnection Agreement for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Interconnection Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall the indemnifying Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Interconnection Agreement.

10. Assignment

10.1 The Interconnection Agreement shall be assignable by either Party upon thirty (30) calendar days' notice to the other Party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

10.2 An assignee to this Interconnection Agreement shall be required to assume in writing the Customer's rights, responsibilities, and obligations under this Interconnection Agreement; or execute a new Interconnection Agreement.

11. Insurance

11.1 The Customer agrees to provide and maintain general liability insurance for personal and property damage, or sufficient guarantee and proof of self-insurance, in the amount of not less than $1 million during the entire period of this Interconnection Agreement, to the extent permitted by law. Initial proof of insurance shall be in the form of a copy of the policy or certificate of insurance attached to this Interconnection Agreement evidencing the Homeowner's or other insurance policy in effect at the time of interconnection. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.

(Continued on Sheet No. 9.059)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.059
Cancels Original Sheet No.9.059

(Continued from Sheet No. 9.058)

12. Renewable Energy Certificates

12.1 The Customer shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned renewable generation equipment; any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to FPL.

13. Lease Agreements

13.1 The Customer shall provide FPL a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.

13.2 The Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the Customer-owned renewable generation. Notwithstanding this restriction, in the event it is determined by the Florida Public Service Commission that the Customer has entered such an agreement, the Customer shall be in breach of this Interconnection Agreement and the lessor may become subject to the jurisdiction and regulations of the Florida Public Service Commission as a public utility.

14. Dispute Resolution

14.1 Disputes between the Parties shall be handled in accordance with subsection 11 of Rule 25-6.065 F.A.C. – Interconnection and Net Metering of Customer-Owned Renewable Generation.

15. Effective Date

15.1 The Customer must execute this Interconnection Agreement and return it to FPL at least thirty (30) calendar days prior to beginning parallel operations and the Customer must begin parallel operation within one year after FPL executes the Interconnection Agreement.

16. Termination

16.1 Upon termination of this Interconnection Agreement, FPL shall open and padlock the manual disconnect switch, if applicable, and remove the Net Metering and associated FPL equipment. At the Customer's expense, the Customer agrees to permanently disconnect the Customer-owned renewable generation and associated equipment from FPL's electric service grid. The Customer shall notify FPL in writing within ten (10) calendar days that the disconnect procedure has been completed.

17. Amendments to Florida Public Service Commission Rules

17.1 FPL and Customer recognize that the Florida Public Service Commission rules may be amended from time to time. In the event that Florida Public Service Commission rules are modified, FPL and Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

18. Entire Agreement

18.1 This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between FPL and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

19. Governmental Entities

19.1 For those customers, which are government entities, provisions within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

(Continued on Sheet No. 9.060)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.060
Cancels Original Sheet No.9.060

(Continued from Sheet No. 9.059)

IN WITNESS WHEREOF, the Parties hereto have caused this Interconnection Agreement to be duly executed the day and year first above written.

CUSTOMER

(Signature)

(Print or Type Name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

(Signature)

(Print or Type Name)

Title: _____

~~The completed agreement may be submitted to FPL by:~~Go to this FPL link for net metering information, https://www.fpl.com/clean-energy/net-metering.html

~~**E-mail** - scan and e-mail to Netmetering@fpl.com~~

~~**Mail** - send to: Net Metering~~
~~FPL - CSI/SCS~~
~~4200 West Flagler Street~~
~~Miami, FL 33134~~

~~**FAX** - 305-552-2275~~

Issued by: ~~**S. E. Romig, Director, Rates and Tariffs**~~Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~**February 20, 2014**~~

FLORIDA POWER & LIGHT COMPANY

~~Second~~ Third Revised Sheet No.9.065
Cancels ~~First~~ Second Revised Sheet No.9.065

Interconnection Agreement for Customer-Owned Renewable Generation
Tier 3 – Greater than 100 kW and Less than or Equal to 2 MW

This Agreement, is made and entered into this_____day of_____, _____20_____, by and between _____("Customer"), with an address of _____ and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WITNESSETH:

WHEREAS, the Customer has requested to interconnect its Customer-owned renewable generation, greater than 100 kW AC and less than or equal to 2 MW AC, to FPL's electrical service grid at the Customer's presently metered location.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the Parties hereto covenant and agree as follows:

1. **Definitions**

For the purposes of this interconnection agreement only, the following terms shall be defined as follows:

1.1. **Point of Interconnection/Change of Ownership** – The point at which the Customer's wiring is connected to the lugs in the metering cabinet where FPL's meter is located.

1.2. **Interconnection Facilities and Distribution Upgrades** – All facilities and equipment on FPL's side of the Point of Interconnection/Change of Ownership, including any modifications, additions or upgrades that are necessary to physically and electrically interconnect the Customer-owned renewable generation to FPL's electric system.

1.3. **Prudent Utility Practice** – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

1.4. **Established Industry Criteria** – Criteria established by Institute of Electrical and Electronics Engineers (IEEE), the Florida Reliability Coordinating Council (FRCC), North American Electric Reliability Council (NERC) and the Federal Energy Commission (FERC).

1.5. **Acceptable Level of Impact to FPL's Electric System** – The proposed interconnection does not have a negative impact on the reliability of the FPL's electric system or to its Customers.

1.6. Gross Power Rating means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with FPL's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

1.7. Other capitalized terms shall have the meanings set forth in Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-Owned Renewable Generation.

2. **Customer Qualification and Fees**

2.1. Customer-owned renewable generation shall have a Gross Power Rating that:

a) does not exceed 90% of the Customer's utility distribution service rating; and
b) is greater than 100 kW AC and less than or equal to 2 MW AC.
c) has an AC generating capacity of less than 115% of the Customer's previous 12 months kilowatt-hour usage.

Gross Power Rating for the Customer-owned renewable generations is _____kW AC.

2.2. In order to commence the process for interconnection, Customer shall provide FPL a completed application.

2.3. The Customer shall be required to pay an application fee of $1,000.00 for this Tier 3 Customer-owned renewable generation interconnection request. This application fee shall cover the cost for processing the Customer's application and the cost of the Fast Track Screens which perform an initial review and screens of the proposed interconnection's impact on the FPL's electric system, as such process is described in Section 8, hereto.

(Continued on Sheet No. 9.066)

(Continued from Sheet No. 9.065)

2.4. In the event the Customer-owned renewable generation does not pass the Fast Track Screens and the Customer elects to proceed with an Interconnection Study, as described in Section 8, hereto, the Customer shall be required to pay an Interconnection Study fee of $2,000.00. To the extent the actual costs of the Interconnection Study total less than $2,000, the difference between the Interconnection Study fee and the actual costs will be refunded to the Customer within thirty (30) calendar days with no interest.

3. **General Responsibilities of the Parties**

3.1 Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1, and UL 1741. The Customer shall provide a written report that the Customer-owned renewable generation complies with the foregoing standards. The manufacturer's specification sheets will satisfy this requirement for a written report.

3.2 Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section 3.1 above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.

3.3. The Customer shall provide FPL with a one-line diagram depicting the Customer-owned renewable generation and metering equipment, to be set forth in Attachment 1 to the Interconnection Agreement and made a part hereof.

3.4. The Customer shall be responsible for protecting its Customer-owned renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on FPL system in delivering and restoring power; and shall be responsible for ensuring that Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

3.5. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted and has been approved and has met all electrical and mechanical qualifications.

3.6. The Customer shall notify FPL at least ten (10) calendar days prior to initially placing Customer's equipment and protective apparatus in service and FPL shall have the right to have personnel present on the in-service date.

3.7. Within ten (10) business days of receipt of the Customer's application, FPL shall provide written notice that it has received all documents required for interconnection or indicate how the application is deficient. Within ten (10) business days of receipt of a completed application, FPL shall provide written notice verifying receipt of the completed application. The written notice shall also include dates for any physical inspection (as set forth in Section 4.3, hereto) and inspection of documents (as set forth in Section 4.4, hereto) necessary to ensure compliance with this Interconnection Agreement necessary for FPL to confirm compliance with Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.

3.8. The Interconnection Agreement shall be executed by FPL within thirty (30) calendar days of receipt of a completed application. If FPL determines that an Interconnection Study is necessary for a Customer, FPL shall execute the Interconnection Agreement within ninety (90) calendar days of a completed application.

(Continued on Sheet No. 9.067)

(Continued from Sheet No. 9.066)

4. Inspection and On-Going Compliance

4.1. All initial physical inspections and inspection of Customer's documents must be completed by FPL within thirty (30) calendar days of receipt of the Customer's executed Interconnection Agreement. If the inspection is delayed at the Customer's request, the Customer shall contact FPL to reschedule an inspection. FPL shall reschedule the inspection within ten (10) business days of the Customer's request. Physical inspections and inspection of documents must be completed and approved by FPL prior to commencement of service of the Customer-owned renewable generation system.

4.2. Any inspection or observation by FPL shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by FPL of the safety, durability, suitability, or reliability of the Customer-owned Renewable Generation or any associated control, protective, and safety devices owned or controlled by the Customer or the quality of power produced by the Customer- owned Renewable Generation.

4.3. FPL shall have the right to inspect Customer-owned renewable generation and its component equipment to ensure compliance with this Interconnection Agreement. FPL's system inspections shall include, but shall not be limited to:

a) any installed manual disconnect switch, as applicable;
b) FPL's metering equipment;
c) Any additional metering equipment installed by Customer; and
d) Customer utility-interactive inverter, protective device or other similar devices for compliance to applicable code and standards, as described in this Interconnection Agreement.

4.4. FPL shall also have the right to review Customer documents to ensure compliance with this Interconnection Agreement. FPL shall have the right to, at a minimum review:

a) technical design parameters of the system and the manufacture's installation;
b) operation and maintenance instructions to ensure compliance with IEEE and UL standards;
c) local inspection and certifications; and
d) other documents associated with specific installations.

4.5. FPL will provide Customer with as much notice as reasonably practicable, either in writing, e-mail, facsimile or by phone as to when FPL will conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, FPL shall have access to the Customer's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet FPL's legal obligation to provide service to its Customers.

5. Manual Disconnect Switch

5.1 FPL shall require the Customer to install, at the Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generation and any Customer wiring connected to FPL's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the FPL meter socket. The Customer shall ensure that such manual disconnect switch shall remain readily accessible to FPL and be capable of being locked in the open position with a single FPL utility padlock.

5.2 In the event that FPL has determined in respect of the Customer-owned renewable generation that the installation of a manual disconnect switch or switches adjacent to FPL's meter socket would not be practical from a safety perspective and/or design considerations in accordance with good engineering practices; and FPL and the Customer agree upon a location on the Customer's premises for the switch or switches which meet all applicable safety and/or design considerations, then, pursuant to the conditions set forth in Section 5.1 above, each manual disconnect switch shall be mounted separate from FPL's meter socket at a location agreed to by the Customer and FPL, and the Customer shall install a permanent weather-proof plaque adjacent to FPL's meter socket indicating the location of the manual disconnect switch or switches.

(Continued on Sheet No. 9.068)

(Continued from Sheet No. 9.067)

6. Disconnection / Reconnection

6.1. FPL may open the manual disconnect switch pursuant to the conditions set forth in Section 6.3 below, isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, FPL shall at the time of disconnection leave a door hanger notifying the Customer that its Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. FPL will reconnect the Customer-owned renewable generation as soon as practicable after the condition(s) necessitating disconnection has been remedied.

6.2. Upon notice by FPL, the Customer shall be solely responsible to disconnect the Customer-owned renewable generation and Customer's other equipment if conditions on the FPL distribution system could adversely affect the Customer-owned renewable generation. FPL will not be responsible for damage to the Customer-owned renewable generation system due to adverse effects on the distribution system. Reconnection will be the Customer's responsibility and will not require an additional application.

6.3. FPL has the right to disconnect the Customer-owned renewable generation at any time. This may result for the following reasons:

a) Emergencies or maintenance requirements on FPL's system;
b) Hazardous conditions existing on FPL's system due to the operation of the Customer's generating or protective equipment as determined by FPL;
c) Adverse electrical effects, such as power quality problems, on the electrical equipment of FPL's other electric consumers caused by the Customer-owned renewable generation as determined by FPL; and
d) Failure of the Customer to maintain the required insurance coverage as stated in Section 13.1 below.

7. Modifications/Additions to Customer-owned Renewable Generation

7.1. If the Customer-owned renewable generation is subsequently modified in order to increase its Gross Power Rating, the Customer must notify FPL by submitting a new application and Interconnection Agreement specifying the modification at least thirty (30) calendar days prior to making the modification.

7.2. If the Customer adds another Customer-owned renewable generation system which: i.) utilizes the same utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for both systems; or ii.) utilizes a separate utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for each system the Customer shall provide thirty (30) calendar days notice prior to installation.

7.3. The Interconnection Agreement which applies in instances described in Sections 7.1 and 7.2 above shall be determined by the combined Gross Power Rating of the generation system(s) which is connected to the FPL meter. In all instances described in this Section 7, the Customer shall submit a new application to FPL and shall enter into a new Interconnection Agreement. In no event shall the maximum output of the Customer-owned generation system(s), which is connected to the FPL meter exceed 2 MW.

8. Interconnection Study Process

8.1. Fast Track Screens

8.1.1. Fast Track Screens, described in Attachment 3 hereto, provide for an initial review of Customer's request for interconnection which evaluates whether the Customer's request exceeds an acceptable level of impact to the FPL electric system, consistent with prudent utility practice.

8.1.2. In order to pass the Fast Track Screens, Customer's interconnection shall not exceed established industry criteria, as set forth in the Interconnection Study Process and shall not require construction of Interconnection Facilities and Distribution Upgrades on FPL's electric system.

8.1.3. If the Customer's interconnection request passes the Fast Track Screens, the Customer's request shall be approved and Customer will be provided an executable Interconnection Agreement.

(Continued on Sheet No. 9.069)

(Continued from Sheet No. 9.068)

8.2 In those instances, in which the Customer-owned renewable generation does not pass the Fast Track Screens the Customer may elect to proceed with an Interconnection Study. In general, the purpose of the Interconnection Study will be to better determine what material adverse impacts the Customer-owned renewable generation has on the FPL system and what facilities will be required to resolve such impacts.

8.3 Interconnection Study

8.3.1. The Interconnection Study Process shall be used by a Customer proposing to interconnect its certified Customer-owned renewable generation, in those instances in which such system did not pass the Fast Track Screens.

8.3.2. Upon Customer execution of the Interconnection Agreement; the Customer shall be obligated to pay for any and all costs for Interconnection Facilities and Distribution Upgrades identified in the Interconnection Study in order to interconnect the proposed Customer-owned renewable generation.

8.3.3. The Interconnection Study fee shall be $2,000.00 and will be invoiced to the Customer once it is determined that an Interconnection Study will be required. This determination will be made within ten (10) business days after a completed application is received. To the extent the actual costs of the Interconnection Study total less than $2,000, the difference between the Interconnection Study fee and the actual costs will be refunded to the Customer within thirty (30) calendar days with no interest.

9. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

9.1. The Customer shall pay FPL for the actual cost of any and all FPL Interconnection Facilities and Distribution Upgrades, itemized in Attachment 2, required to implement this Interconnection Agreement. FPL shall provide a best estimate cost, including overheads, for the purchase and construction of FPL's Interconnection Facilities and Distribution Upgrades required and shall provide a detailed itemization of such costs.

9.2. The Customer shall be responsible for all reasonable expenses, including overheads, associated with: i.) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities and other equipment; and ii.) operating, maintaining, repairing, and replacing FPL's Interconnection Facilities and Distribution Upgrades.

9.3. FPL shall design, procure, construct, install and own the Interconnection Facilities and Distribution Upgrades, described in Attachment 2, required for FPL to implement this Interconnection Agreement. If FPL and the Customer agree, the Customer may construct Interconnection Facilities and Distribution Upgrades that are located on land owned by the Customer. The actual cost of Interconnection Facilities and Distribution Upgrades, including overheads, shall be directly assigned to and paid by the Customer.

10. Indemnity

10.1. Customer, to the extent permitted by law without waiving or limiting any defense of sovereign immunity, shall indemnify, hold harmless and defend FPL from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including the Customer-owned renewable generation system), fines and penalties, costs and expenses arising out of or resulting from the operation of the Customer-owned renewable generation system, except in those instances where such loss is due to the negligent action or inactions of FPL. Nothing herein shall be intended to serve as a waiver or limitation of Customer's sovereign immunity defense as allowed by law.

(Continued on Sheet No. 9.070)

(Continued from Sheet No. 9.069)

10.2 FPL shall indemnify, hold harmless and defend Customer from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including FPL's transmission system), fines and penalties, costs and expenses arising out of or resulting from the operation of FPL's system, except in those instances where such loss is due to the negligent action or inactions of the Customer.

11. Limitation of Liability

11.1 Liability under this Interconnection Agreement for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Interconnection Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall the indemnifying Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Interconnection Agreement.

12. Assignment

12.1 The Interconnection Agreement shall be assignable by either Party upon thirty (30) calendar days' notice to the other party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

12.2 An assignee to this Interconnection Agreement shall be required to assume in writing the Customer's rights, responsibilities, and obligations under this Interconnection Agreement; or execute a new Interconnection Agreement.

13. Insurance

13.1 The Customer agrees to provide and maintain general liability insurance for personal and property damage, or sufficient guarantee and proof of self-insurance, in the amount of not less than $2 million during the entire period of this Interconnection Agreement, to the extent permitted by law. Initial proof of insurance shall be in the form of a copy of the policy or certificate of insurance attached to this Interconnection Agreement evidencing the Homeowner's or other insurance policy in effect at the time of interconnection. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.

14. Renewable Energy Certificates

14.1 The Customer shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned renewable generation equipment; any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to FPL.

15. Billing, Payment, and Financial Security

15.1 FPL shall bill the Customer for the design, engineering, construction, and procurement costs of FPL's Interconnection Facilities and Distribution Upgrades contemplated by this Interconnection Agreement on a monthly basis, or as otherwise agreed by the Parties. The Customer shall pay each bill within thirty (30) calendar days of receipt, or as otherwise agreed to by the Parties.

(Continued on Sheet No. 9.071)

(Continued from Sheet No. 9.070)

15.2. Within three months of completing the construction and installation of FPL's Interconnection Facilities and Distribution Upgrades, described in Attachment 2, required to implement this Interconnection Agreement, FPL shall provide the Customer with a final accounting report of any difference between i.) the Customer's cost responsibility for the actual cost of such Interconnection Facilities and Distribution Upgrades, and ii.) the Customer's previous aggregate payments to FPL for such Interconnection Facilities and Distribution Upgrades. If the Customer's cost responsibility exceeds its previous aggregate payments, FPL shall invoice the Customer for the amount due, without interest, and the Customer shall make payment to FPL within thirty (30) calendar days. If the Customer's previous aggregate payments exceed its cost responsibility under this Interconnection Agreement, FPL shall refund to the Customer an amount equal to the difference, without interest, within thirty (30) calendar days of the final accounting report.

15.3. At least twenty (20) calendar days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of FPL's Interconnection Facilities and Distribution Upgrades, the Customer shall provide FPL, at the Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to FPL and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring and installing the applicable portion of FPL's Interconnection Facilities and Distribution Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to FPL under this Interconnection Agreement during its term.

15.4. In accordance with Section 9.2 above, the Customer shall be billed by FPL for operation, maintaining, repairing, and replacing FPL's Interconnection Facilities and Distribution Upgrades. The Customer shall be billed upon completion of such work by FPL; Customer shall make payment to FPL within twenty (20) calendar days of the receipt of FPL's bill.

16. Lease Agreements

16.1. The Customer shall provide FPL a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.

16.2. The Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the Customer-owned renewable generation. Notwithstanding this restriction, in the event it is determined by the Florida Public Service Commission that the Customer has entered such an agreement, the Customer shall be in breach of this Interconnection Agreement and the lessor may become subject to the jurisdiction and regulations of the Florida Public Service Commission as a public utility.

17. Dispute Resolution

17.1. Disputes between the Parties shall be handled in accordance with subsection 11 of Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-Owned Renewable Generation.

18. Effective Date

18.1. The Customer must execute this Interconnection Agreement and return it to FPL at least thirty (30) calendar days prior to beginning parallel operations and the Customer must begin parallel operation within one year after FPL executes the Interconnection Agreement.

19. Termination

19.1. Upon termination of this Interconnection Agreement, FPL shall open and padlock the manual disconnect switch, if applicable, and remove the Net Metering and associated FPL equipment. At the Customer's expense, the Customer agrees to permanently disconnect the Customer-owned renewable generation and associated equipment from FPL's electric service grid. The Customer shall notify FPL in writing within ten (10) calendar days that the disconnect procedure has been completed.

(Continued on Sheet No. 9.072)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.072
Cancels Original Sheet No. 9.072

(Continued from Sheet No. 9.071)

20. Amendments to Florida Public Service Commission Rules

20.1 FPL and Customer recognize that the Florida Public Service Commission rules may be amended from time to time. In the event that Florida Public Service Commission rules are modified, FPL and Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

21. Notices

21.1 This Interconnection Agreement, any written notice, demand, or request required or authorized in connection with this Interconnection Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

22. Entire Agreement

22.1 This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between FPL and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

23. Governmental Entities

23.1 For those customers, which are government entities, provisions within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

CUSTOMER:

_____

_____

_____

_____

FPL:

_____

_____

_____

_____

(Continued on Sheet No. 9.072.1)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.072.1
Cancels Original Sheet No. 9.072.1

(Continued from Sheet No. 9.072)

IN WITNESS WHEREOF, the Parties hereto have caused this Interconnection Agreement to be duly executed the day and year first above written.

FLORIDA POWER & LIGHTCOMPANY

_____
(Signature)

_____
(Print or Type Name)

Title: _____

CUSTOMER

_____
(Signature)

_____
(Print or Type Name)

Title:_____

Witness:_____
(Print or Type Name)

Title: _____

~~The completed agreement may be submitted to FPL by:~~Go to this FPL link for net metering information https://www.fpl.com/clean-energy/net-metering.html

~~**mail** – scan and e-mail to Netmetering@fpl.com~~

~~**Mail** – send to: Senior Manager, Wholesale Services
FPL – TSP/LFO
4200 West Flagler Street
Miami, FL 33134~~

~~**Phone** – 305-442-5199~~

~~**FAX** – 305-552-2275~~

Issued by: ~~**S. E. Romig, Director, Rates and Tariffs**~~ **Tiffany Cohen, VP Financial Planning and Rate Strategy**
Effective: ~~**February 20, 2014**~~

ATTACHMENT 1 – INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED RENEWABLE GENERATION TIER 3

ONE-LINE DIAGRAM DEPICTING THE CUSTOMER-OWNED RENEWABLE GENERATION AND METERING EQUIPMENT

FLORIDA POWER & LIGHT COMPANY

~~Second~~ Third Revised Sheet No.9.065
Cancels ~~First~~ Second Revised Sheet No.9.065

Interconnection Agreement for Customer-Owned Renewable Generation
Tier 3 – Greater than 100 kW and Less than or Equal to 2 MW

This Agreement, is made and entered into this_____day of_____, _____20_____, by and between _____("Customer"), with an address of _____ and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WITNESSETH:

WHEREAS, the Customer has requested to interconnect its Customer-owned renewable generation, greater than 100 kW AC and less than or equal to 2 MW AC, to FPL's electrical service grid at the Customer's presently metered location.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the Parties hereto covenant and agree as follows:

1. **Definitions**

For the purposes of this interconnection agreement only, the following terms shall be defined as follows:

1.1. **Point of Interconnection/Change of Ownership** – The point at which the Customer's wiring is connected to the lugs in the metering cabinet where FPL's meter is located.

1.2. **Interconnection Facilities and Distribution Upgrades** – All facilities and equipment on FPL's side of the Point of Interconnection/Change of Ownership, including any modifications, additions or upgrades that are necessary to physically and electrically interconnect the Customer-owned renewable generation to FPL's electric system.

1.3. **Prudent Utility Practice** – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

1.4. **Established Industry Criteria** – Criteria established by Institute of Electrical and Electronics Engineers (IEEE), the Florida Reliability Coordinating Council (FRCC), North American Electric Reliability Council (NERC) and the Federal Energy Commission (FERC).

1.5. **Acceptable Level of Impact to FPL's Electric System** – The proposed interconnection does not have a negative impact on the reliability of the FPL's electric system or to its Customers.

1.6. Gross Power Rating means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with FPL's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.

1.7. Other capitalized terms shall have the meanings set forth in Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-Owned Renewable Generation.

2. **Customer Qualification and Fees**

2.1. Customer-owned renewable generation shall have a Gross Power Rating that:

a) does not exceed 90% of the Customer's utility distribution service rating; and
b) is greater than 100 kW AC and less than or equal to 2 MW AC.
c) has an AC generating capacity of less than 115% of the Customer's previous 12 months kilowatt-hour usage.

Gross Power Rating for the Customer-owned renewable generations is _____kW AC.

2.2. In order to commence the process for interconnection, Customer shall provide FPL a completed application.

2.3. The Customer shall be required to pay an application fee of $1,000.00 for this Tier 3 Customer-owned renewable generation interconnection request. This application fee shall cover the cost for processing the Customer's application and the cost of the Fast Track Screens which perform an initial review and screens of the proposed interconnection's impact on the FPL's electric system, as such process is described in Section 8, hereto.

(Continued on Sheet No. 9.066)

ATTACHMENT 3 - INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED RENEWABLE GENERATION TIER 3

FAST TRACK SCREENS

1. **Applicability**
The Fast Track Screens process is available to a Customer proposing to interconnect its Customer-owned renewable generation Tier 3 system with FPL's system and if the Customer's proposed Customer-owned renewable generation system meets the codes, standards, and certifications requirements of the Interconnection Agreement.

2. **Initial Review**
Within ten (10) business days after FPL receives a completed application FPL shall perform an initial review using the screens set forth below; shall notify the Customer of the results; and shall include with such notification copies of the analysis and data underlying FPL's determinations under the screens.

2.1 Screens

2.1.1 For interconnection of a proposed Customer-owned renewable generation system to a radial distribution circuit, the aggregated generation, including the proposed Customer- owned renewable generation, on the circuit shall not exceed 15 % of the line section annual peak load as most recently measured at the substation. A line section is that portion of FPL's electric system connected to a Customer bounded by automatic sectionalizing devices or the end of the distribution line.

2.1.2 For interconnection of a proposed Customer-owned renewable generation system to the load side of spot network protectors, the Customer-owned renewable generation system must utilize an equipment package in compliance with the terms of the Interconnection Agreement.

2.1.3 The proposed Customer-owned renewable generation system, in aggregation with other generation on the distribution circuit, shall not contribute more than 10 % to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed Point of Interconnection/Change of Ownership.

2.1.4 The proposed Customer-owned renewable generation system, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Customer equipment on the system to exceed 87.5% of the short circuit interrupting capability; nor shall the interconnection be proposed for a circuit that already exceeds 87.5% of the short circuit interrupting capability.

2.1.5 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on FPL's electric power system due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Result/Criteria
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass screen
Three-phase, four wire	Effectively-grounded 3 phase or Single-phase, line-to-neutral	Pass screen

(Continued on Sheet No. 9.076)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No.9.076
Cancels Original Sheet No.9.076

(Continued from Sheet No. 9.075)

2.1.1 If the proposed Customer-owned renewable generation system is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Customer-owned renewable generation system, shall not exceed 90% of the Customer's utility distribution service rating.

2.1.2 If the proposed Customer-owned renewable generation system is single-phase and is to be interconnected on a center tap neutral of a 240-volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20 % of the nameplate rating of the service transformer.

2.1.3 The proposed Customer-owned renewable generation system, in aggregate with other generation interconnected to the transmission side of a substation transformer feeding the circuit where the Customer-owned renewable generation system proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating units located in the general electrical vicinity (e.g., three or four transmission busses from the Point of Interconnection/Change of Ownership).

2.1.4 No construction of facilities by FPL on its own system shall be required to accommodate the Customer-owned renewable generation system.

2.2 If the proposed interconnection passes the Fast Track Screens, the interconnection request shall be approved and FPL will provide the Customer an executable Interconnection Agreement within ten (10) business days after such determination.

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.100
Cancels First Revised Sheet No. 9.100

FPL Account Number: _____
FPL Work Order Number: _____

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, _____

_____(hereinafter called the Customer), requests on this____day of_____, _____, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries):_____

_____

located in_____, Florida.
(city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

Lights Installed			Lights Removed		
Fixture Rating (in Lumens)	Fixture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed

Poles Installed		Poles Removed		Conductors Installed	Conductors Removed
Pole Type	# Installed	Pole Type	# Removed		
				_____Feet not Under Paving	_____Feet not Under Paving
				_____Feet Under Paving	_____Feet Under Paving

(b) Modification to existing facilities other than described above (explain fully):

_____

_____

_____

_____

_____

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

(Continued on Sheet No. 9.101)

Issued by: S.E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.101
Cancels Original Sheet No. 9.101

(Continued from Sheet No. 9.100)

THE CUSTOMER AGREES:

2. To pay a contribution in the amount of $_____ prior to FPL's initiating the requested installation or modification.

3. To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.

4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.

5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.

6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights of-way or easements required by FPL to accommodate the street lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:

   a. the addition of street lighting facilities;
   b. the removal of street lighting facilities; and
   c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

   Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.

9. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.

(Continued on Sheet No. 9.102)

Issued by: S.E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.102
Cancels First Revised Sheet No. 9.102

(Continued from Sheet No. 9.101)

12. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

15. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

16. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.

17. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

_____

Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By:_____
Signature (Authorized Representative)

By:_____
(Signature)

_____
(Print or type name)

_____
(Print or type name)

Title:_____

Title:_____

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 5, 2012

FLORIDA POWER & LIGHT COMPANY

Sixth Revised Sheet No. 9.110
Cancels Fifth Revised Sheet No. 9.110

STREET LIGHTING FIXTURE VANDALISM OPTION NOTIFICATION

In accordance with the terms and conditions of Street Lighting Tariff Sheet Number 8.717,

_____(hereinafter called the Customer), selects on this_____day of _____, _____, from FLORIDA POWER AND LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following option(s) for addressing street lighting vandalism:

Please select one option under column **A** for street light fixtures that are eligible for protective shield installations and one option under column **B** for street light fixtures that are ineligible for protective shield installations.

A	**B**	
____	N/A	Upon the first occurrence of vandalism to any FPL-owned street lighting fixture, replace the damaged fixture with a shielded cutoff cobra head fixture. The customer shall pay a one-time charge of $280.00 per shielded fixture.
_____	N/A	Upon the second occurrence of vandalism to any FPL-owned street lighting fixture, replace the damaged fixture with a shielded cutoff cobra head fixture. The customer shall pay a one-time charge of $280.00 per shielded fixture plus all associated installation and administrative costs.
____	_____	Upon the second occurrence of vandalism to any FPL-owned street lighting fixture, repair or replace the damaged fixture with a like unshielded fixture. For this, and each subsequent occurrence, the customer shall pay the costs specified under the "Removal of Facilities" section of Street Lighting Tariff Sheet Number 8.716.
____	_____	Upon the second occurrence of vandalism to any FPL-owned street lighting fixture, terminate service to the fixture. The customer shall pay the undepreciated value of the fixture.

Option selections will apply to all fixtures that FPL has installed on the Customer's behalf. Selection changes may be made by the Customer at any time and will become effective ninety (90) days after written notice is received.

By:_____
Signature (Authorized Representative)

_____
(Print or Type Name)

Title:_____

FPL Account Number:_____

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 1, 2010

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 9.120
Cancels Fourth Revised Sheet No. 9.120

FPL Account Number:_____
FPL Work Order Number:_____

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions, _____

_____

_____(hereinafter called the Customer), requests on this_____day of_____,_____, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of premium lighting facilities at (general boundaries):_____

_____

located in_____, Florida.
(city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

Lights Installed			Lights Removed		
Fixture Rating (in Lumens)	Fixture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed

Poles Installed		Poles Removed	
Pole Type	# Installed	Pole Type	# Removed

(b) Modification to existing facilities other than described above (explain fully):

_____
_____
_____
_____
_____

Total work order cost is $_____

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the premium lighting facilities described and identified above (hereinafter called the Premium Lighting System), furnish to the Customer the electric energy necessary for the operation of the Premium Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Premium Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Premium Lighting rate schedule approved by the FPSC.

(Continued on Sheet No. 9.121)

(Continued from Sheet No. 9.120)

THE CUSTOMER AGREES:

2. To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.

3. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.

4. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Premium Lighting System.

5. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights of-way or easements required by FPL to accommodate the premium lighting facilities.

IT IS MUTUALLY AGREEDTHAT:

6. Modifications to the facilities provided by FPL under this Agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is defined as the following:

   a. the addition of premium lighting facilities;
   b. the removal of premium lighting facilities; and
   c. the removal of premium lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

   Modifications will be subject to the costs identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

7. FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this Agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL premium lighting facilities.

8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to a similar kind and quantity.

10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.

11. The Customer will pay for these facilities as described in this Agreement by paying a lump sum of $_____ in advance of construction.

12. The monthly Maintenance Charge is $_____. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.

13. The monthly Billing Charge is $_____. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.

(Continued on Sheet No. 9.122)

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 9.122
Cancels Fourth Revised Sheet No. 9.122

(Continued from Sheet No. 9.121)

14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

15. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the facilities.

17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.

20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

_____
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By:_____
Signature (Authorized Representative)

By:_____
(Signature)

_____
(Print or type name)

_____
(Print or type name)

Title:_____

Title:_____

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 9.130
Cancels Fourth Revised Sheet No. 9.130

FPL Account Number: _____
FPL Work Order Number: _____

RECREATIONAL LIGHTING AGREEMENT

In accordance with the following terms and conditions, _____

_____

_____(hereinafter called the Customer), requests on this_____, day of_____,_____, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of recreational lighting facilities at (general boundaries): located in _____, Florida. This agreement is available and applicable only for customers, who, as of January 16, 2001 were either taking service under the Recreational Lighting Rate Schedule or had fully executed this agreement with FPL.

(a) Installation and/or removal of FPL-owned facilities described as follows:
See Attachment

(b) Modification to existing facilities other than described above (explain fully):

_____

_____

_____

_____

_____

_____

Total work order cost $_____.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the recreational lighting facilities described and identified above (hereinafter called the Recreational Lighting System), furnish to the Customer the electric energy necessary for the operation of the Recreational Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Recreational Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Recreational Lighting rate schedule approved by the FPSC.

(Continued on Sheet No. 9.131)

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 9.131
Cancels Fourth Revised Sheet No. 9.131

(Continued from Sheet No. 9.130)

THE CUSTOMER AGREES:

2. To purchase from FPL all of the electric energy used for the operation of the Recreational Lighting System.

3. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Recreational Lighting rate schedule on file at the FPSC or any successive Recreational Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.

4. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Recreational Lighting System.

5. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights of-way or easements required by FPL to accommodate the recreational lighting facilities.

IT IS MUTUALLY AGREEDTHAT:

6. Modifications to the facilities provided by FPL under this Agreement, other than for maintenance, may only be made through the execution of an additional Recreational Lighting Agreement delineating the modifications to be accomplished. Modification of FPL recreational lighting facilities is defined as the following:

   a. the addition of recreational lighting facilities;
   b. the removal of recreational lighting facilities; and
   c. the removal of recreational lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

   Modifications will be subject to the costs identified in FPL's currently effective Recreational Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

7. FPL will, at the request of the Customer, relocate the recreational lighting facilities covered by this Agreement, if provided sufficient right- of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL recreational lighting facilities.

8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to a similar kind and quantity.

10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.

11. The Customer will pay for these facilities as described in this Agreement by paying
    a. lump sum of $_____ in advance of construction.

12. The monthly Maintenance Charge is $_____. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.

(Continued on Sheet No. 9.132)

Third Revised Sheet No. 9.132
Cancels Second Revised Sheet No. 9.132

FLORIDA POWER & LIGHT COMPANY

(Continued from Sheet No. 9.131)

13. The monthly Billing Charge is $_____. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.

14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

15. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

16. . If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Recreational Lighting Agreement by giving the Company at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule RL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility for removing the facilities.

17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.

20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

_____
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By:_____
Signature (Authorized Representative)

_____
(Print or type name)

Title:_____

By:_____
(Signature)

_____
(Print or type name)

Title:_____

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

~~First~~Second Revised Sheet No. 9.140
Cancels ~~Original~~ First Revised Sheet 9.140

FPL Account Number: _____

FPL Work Request Number: _____

LIGHTING AGREEMENT

In accordance with the following terms and conditions, _____ (hereinafter called the Customer), requests on this day of _____, _____, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) _____, located in _____, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description [1]	Watts	Lumens	Color Temperature	# Installed	# Removed

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at ~~www.fpl.com/led~~www.FPL.com/partner/builders/lighting.html

(Continued on Sheet No. 9.141)

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

~~Second~~ Third Revised Sheet No. 9.141
Cancels ~~First~~ Second Revised Sheet No. 9.141

(Continued from Sheet No. 9.140)

Pole Description	# Installed	# Removed

(b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

(c) Modification to existing facilities other than described above or additional notes (explain fully):

(d) Holiday Lighting (only available to government customers/accounts). Service is only provided from November 1st – January 31st.

Number of receptacles	Price per receptacle	Total upfront cost for receptacles *	kWh	Energy rate	Monthly Energy cost **	Monthly Maintenance cost ***	Total monthly cost
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-

*Receptacle(s) to be paid up front
**Energy costs are determined by taking the ((kWh * energy rate) * 3 service months)/12 months to obtain the monthly amount by the # of receptacles and applied to the matrix for the applicable monthly tier price
***Maintenance costs are determined by taking the maintenance fee noted in the tariff by the number of receptacles

(Continue on Sheet No. 9.142)

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~ VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

(Continue from Sheet No.9.141)

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of $_____ ____. These charges may be adjusted subject to review and approval by the FPSC.

3. To pay Contribution in Aid of Construction (CIAC) in the amount of $_____prior to FPL's initiating the requested installation or modification.

4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.

5. To purchase from FPL all the electric energy used for the operation of the Lighting System.

6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.

7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.

8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.

9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.

10. For FPL-owned fixtures on customer-owned systems:
    a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
    b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
    c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:

    a. the addition of lighting facilities:
    b. the removal of lighting facilities; and
    c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

    Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

(Continue on Sheet No. 9.143)

(Continue on Sheet No. 9.142)

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.

13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.

16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.

21. The lighting facilities shall remain the property of FPL in perpetuity.

22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

(Continue on Sheet No. 9.144)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.144
Cancels Original Sheet No. 9.144

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.
Changes and Terms Accepted:

_____
Customer (Print or type name of Organization)

By:_____
Signature (Authorized Representative)

_____
(Print or type name)

Title:_____

FLORIDA POWER & LIGHT COMPANY

By: _____
(Signature)

_____
(Print or type name)

Title: _____

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: March 3, 2020

FLORIDA POWER & LIGHT COMPANY

Tenth Revised Sheet No. 9.400
Cancels Ninth Revised Sheet No. 9.400

RESIDENTIAL UNCONDITIONAL GUARANTY

In consideration of Florida Power & Light Company ("FPL") furnishing electric service to

_____ _____ of
Guarantee Name Guarantee Account No(s)

_____, Florida ("Guarantee")
Guarantee's Service Address(es) & City(ies)

without requiring a deposit, the undersigned Guarantor hereby covenants and agrees that:

1. Guarantor shall, ABSOLUTELY AND UNCONDITIONALLY, guarantee full payment to FPL for ANY AND ALL CHARGES due and owing FPL for which the Guarantee may now be liable or for which the Guarantee may in the future become liable at the above listed address(es).

2. If Guarantee shall at any time fail to promptly pay all charges due and owing FPL, Guarantor hereby agrees to pay all such amounts due and owing FPL within five (5) days of notice.

3. Guarantor shall pay FPL collection agency fees and expenses, reasonable attorneys' fees and all costs and other expenses incurred by FPL in collecting or compromising any indebtedness of Guarantee hereby guaranteed or in enforcing this Guaranty against Guarantor.

4. This is a continuing Guaranty which shall remain in full force and effect until no longer required as specified in Section 6.3 of FPL's General Rules and Regulations or until terminated by FPL (as set forth herein) or the Guarantor upon thirty (30) days advance written notice; provided, however, that no such termination shall release Guarantor from liability hereunder with respect to any charges for electric service furnished to Guarantee prior to the effective date of such termination. FPL may terminate this Guaranty if at any time the Guarantor is no longer a "satisfactory guarantor" (as defined in Rule 25-6.097(2)(a), F.A.C.) which, at a minimum, means an FPL customer with a satisfactory payment record.

5. Guarantor hereby waives notice of acceptance hereof. Guarantor further agrees that FPL need not proceed against the Guarantee or any other person, firm, or corporation, or to pursue any other remedy prior to pursuing its rights under this Guaranty. Guarantee understands that FPL may pursue and/or exhaust all available collection remedies (including disconnection) against Guarantee without pursuing its rights against Guarantor.

6. This Guaranty shall inure to the benefit of FPL and shall be binding upon Guarantor and Guarantor's heirs and assigns.

7. Guarantee hereby authorizes FPL to disclose all of Guarantee's billing information, including third party notification, to the Guarantor so long as this Guaranty remains in effect. Guarantor agrees to receive all appropriate billing information at the Guarantor's service address listed below and further agrees to notify FPL promptly of any change in address; provided, however, that neither receipt of this billing information nor estimates of billing for the Guarantee's service account(s) shall be construed as a limitation on the amount guaranteed under this Guaranty.

IN WITNESS WHEREOF, Guarantor has signed this Guaranty on this_____day of_____,_____

_____ _____
Guarantor Name Guarantor Signature

_____ _____
Guarantor's Service Address & City Guarantor Account No.

_____
Guarantor Social Security No.

(Continued on Sheet No. 9.401)

Issued by: S.E. Roming, Director, Rates and Tariffs
Effective: June 5, 2017

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 9.401
Cancels Third Revised Sheet No. 9.401

(Continued from Sheet No. 9.400)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this_____day of_____,_____, by _____, and_____, [] who is (are) personally known to me or [] has (have) produced_____as identification or by means of [] physical presence or [] online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this_____day of _____,_____, by_____.

_____
Notary Public, State of Florida

_____
Print Name of Notary Public

My Commission Expires:_____

Commission Number _____

Agreed:

_____
Guarantee Signature Date

(Continued on Sheet No. 9.401)

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: April 20, 2021

Fourth Revised Sheet No.9.410
FLORIDA POWER & LIGHT COMPANY **Cancels Third Revised Sheet No.9.410**

NON-RESIDENTIAL UNCONDITIONAL GUARANTY

In consideration of Florida Power & Light Company ("FPL") furnishing electric service to

See ADDENDUM (Guarantee Name) See ADDENDUM (Guarantee Acct. No(s).) of
See ADDENDUM (Guarantee's Service Address(es) & City(ies)), Florida("Guarantee")

("Guarantee"), without requiring a deposit, the undersigned, hereafter referred to as the Guarantor, hereby covenants and agrees that:

1. Guarantor shall, ABSOLUTELY AND UNCONDITIONALLY, guarantee full payment to FPL for ANY AND ALL CHARGES due and owing FPL for which the Guarantee may now be liable or for which the Guarantee may in the future become liable at the above listed address(es).

2. If Guarantee shall at any time fail to promptly pay all charges due and owing FPL, Guarantor hereby agrees to pay all such amounts due and owing FPL within five (5) days of notice.

3. Guarantor shall pay FPL collection agency fees and expenses, reasonable attorneys' fees and all costs and other expenses incurred by FPL in collecting or compromising any indebtedness of Guarantee hereby guaranteed or in enforcing this Guaranty against Guarantor.

4. This is a continuing Guaranty which shall remain in full force and effect until no longer required as specified in Section 6.3 of FPL's General Rules and Regulations or until terminated by FPL (as set forth herein) or the Guarantor upon thirty (30) days advance written notice; provided, however, that no such termination shall release Guarantor from liability hereunder with respect to any charges for electric service furnished to Guarantee prior to the effective date of such termination. FPL may terminate this Guaranty if at any time the Guarantor is no longer a "satisfactory guarantor" (as defined in Rule 25-6.097(2)(a), F.A.C.).

5. Guarantor hereby waives notice of acceptance hereof. Guarantor further agrees that FPL need not proceed against the Guarantee or any other person, firm, or corporation, or to pursue any other remedy prior to pursuing its rights under this Guaranty. Guarantee understands that FPL may pursue and/or exhaust all available collection remedies (including disconnection) against Guarantee without pursuing its rights against Guarantor.

6. This Guaranty shall inure to the benefit of FPL and shall be binding upon Guarantor and Guarantor's heirs and assigns.

7. Guarantee hereby authorizes FPL to disclose all of Guarantee's billing information, including third party notification, to the Guarantor so long as this Guaranty remains in effect. Guarantor agrees to receive all appropriate billing information at the Guarantor's address listed below and further agrees to notify FPL promptly of any change in address; provided, however, that neither receipt of this billing information nor estimates of billing for the Guarantee's service account(s) shall be construed as a limitation on the amount guaranteed under this Guaranty.

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: June 5, 2017

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 9.411
Cancels Third Revised Sheet No. 9.411

(Continued from Sheet No. 9.410)

IN WITNESS WHEREOF, Guarantor has signed this Guaranty on this_____day of_____,_____.

_____ By:_____Guarantor
Name (Print/Type Name of Guarantor) Guarantor Signature

_____ _____
Guarantor's Tax Identification Number (Print/Type Name of Authorized Representative)

Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of_____,_____, by _____, and_____. ☐ who is (are) personally known to me or ☐has (have) produced_____as identification by means of [] physical presence or [] online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this day of_____, _____, by_____.

_____
Notary Public, State of Florida

_____
Print Name of Notary Public

My Commission Expires:_____ Commission No:_____

Agreed:

_____ By:_____
Guarantee Name (Print/Type Name of Guarantee) Guarantee Signature

_____ _____
Guarantee's Tax Identification Number (Print/Type Name of Authorized Representative)

Title:_____

(Continued on Sheet No. 9.412)

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: April 20, 2021

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.412
Cancels Original Sheet No. 9.412

(Continued from Sheet No. 9.411)

ADDENDUM

Subsidiary (Guarantee Name)

1. Service Address _____ Account No.

2. Service Address _____ Account No.

3. Service Address _____ Account No.

4. Service Address _____ Account No.

5. Service Address _____ Account No.

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.420
Cancels First Revised Sheet No. 9.420

FPL Work Order No. _____

PERFORMANCE GUARANTY AGREEMENT FOR RESIDENTIAL SUBDIVISION DEVELOPMENT

This Agreement, made this_____day of_____, 20____, by and between _____(Applicant), and Florida Power & Light Company (FPL), a corporation organized and existing under the laws of the State of Florida.

WITNESSETH:

Whereas, the Applicant has applied to FPL for underground electric service distribution facilities to be installed on Applicant's property commonly known as_____located in _____, Florida (the "Premises"); and_____(City/County)

Whereas, the Premises requires an extension of FPL's present electric distribution system; and

Whereas, the number of transformers to be utilized and revenue expected to be derived from all or a portion of the extension within two years is uncertain; and

Whereas, FPL requires a Performance Guaranty Agreement for Residential Subdivision Development (Performance Guaranty) to provide assurance to FPL that appropriate revenue will be derived from the installation of new facilities so recovery of its costs is certain; and

Whereas, Applicant is agreeable to providing a Performance Guaranty.

Now, therefore, FPL and Applicant in consideration of their mutual covenants and promises do hereby agree as follows:

ARTICLE I - DEFINITIONS

1.1 Installation of Service shall be defined as 1) the completed installation of service cable in conduit from FPL's designated point of service to the electric meter enclosure, and 2) the receipt by FPL of a certificate of occupancy/completion from the appropriate governmental authorities acknowledging that the Premises constructed by the Applicant is available for occupancy, such that FPL may install and connect electric meters. Each service is associated to a specific transformer.

1.2 The date establishing installation of service to new customers shall be the date of receipt by FPL of a certificate of occupancy/completion from the appropriate governmental authorities. A transformer shall be considered as "utilized" on the date of the second installation of service (excluding street lights) from that transformer.

1.3 The Expiration Date shall be defined as the date 5 years from the date FPL determines it is first ready to render electric service to the extension.

ARTICLE II - DETERMINATION OF INITIAL PERFORMANCE GUARANTY AMOUNT

Applicant agrees to provide FPL an initial Performance Guaranty to be determined by FPL as follows:

2.1 FPL will estimate the total cost of facilities to be installed on the Premises and deduct the amount of contribution paid by the Applicant pursuant to FPL's Electric Tariff. The remaining amount will be prorated among the total number ( ) of transformers required for service. Based upon FPL's evaluation of Applicant's construction plans, construction schedule, and manner in which the subdivision is to be developed, a prorated amount for each transformer will be required for_____transformers in all or part of the subdivision where service may, in the opinion of FPL, not be connected within two years from the date FPL is first ready to render electric service.

2.2 In accordance with the above, the initial Performance Guaranty amount required by FPL prior to installing the requested line extension shall be_____--($_____).

ARTICLE III - PAYMENT AND REFUND

3.1 The Applicant shall pay the above specified Performance Guaranty to FPL to guarantee that the Applicant's development is completed so that all transformers to serve new customers are utilized. This amount may be paid in cash or secured by either a surety bond or irrevocable bank letter of credit in a form acceptable to FPL.

3.2 This Performance Guaranty will be refunded without interest, if cash, or the required amount reduced, if secured by a surety bond or irrevocable bank letter of credit, no earlier than quarterly intervals on a pro rata basis of_____ _____($_____) for each utilized transformer and

_____($_____) for the final utilized transformer and shall commence with the first transformer utilized after the number of transformers previously utilized equals the number of transformers not contributing to the initial Performance Guaranty amount specified in Article II.

(Continued on Sheet No. 9.421)

(Continued from Sheet No. 9.420)

33 If the Performance Guaranty is secured by a surety bond or irrevocable bank letter of credit, the Applicant may provide either an amended or replacement surety bond or irrevocable bank letter of credit in a form acceptable to FPL at any time to reflect the reduced Performance Guaranty amount as provided for in Section 3. 2. If, upon notice of cancellation or prior to expiration of a surety bond or irrevocable bank letter of credit, a replacement surety bond or irrevocable bank letter of credit in a form acceptable to FPL or payment in cash is not provided by Applicant to FPL, FPL will require the third party issuing either of these guaranties to pay the full balance due in accordance with this Agreement in cash. FPL will continue to refund the Performance Guaranty in accordance with Section 3. 2 except such refund will be paid jointly to the Applicant and the designated third party having paid the Performance Guaranty amount. The check shall be provided to the Applicant with a copy to the third party.

34 Upon written consent from FPL, the Applicant may replace the balance of any cash Performance Guaranty with a surety bond acceptable to FPL. Upon receipt of such surety bond, FPL will refund the balance of the cash Performance Guaranty. If a third party has made payment to FPL pursuant to section 3. 3, then any such refund will be paid jointly to the Applicant and the designated third party. The check shall be provided to the Applicant with a copy to the third party.

ARTICLE IV - FINALSETTLEMENT

Any portion of the Performance Guaranty remaining unrefunded and not eligible for refund under the terms of this Agreement after the Expiration Date will be retained by FPL.

ARTICLE V - TITLE AND OWNERSHIP

Title to and complete ownership and control over said extensions shall at all times remain with FPL and FPL shall have the right to use the same for the purpose of serving other customers or Applicants.

ARTICLE VI - PROCEEDING WITH WORK

FPL, upon execution of this Agreement by both parties and receipt of the required Performance Guaranty, will proceed with the extension work as described in the plans and specifications attached as EXHIBIT A, and all work done and materials used shall conform to the methods and practices specified by FPL's engineers.

ARTICLE VII - ENTIREAGREEMENT

This Agreement supersedes all previous agreements, or representations, either written or verbal, between FPL and Applicant, made with respect to the matters herein contained, and when duly executed, constitutes the entire agreement between the parties; provided however, that all terms and conditions contained in our Underground Residential Distribution Facilities Installation Agreement dated _____relating to the installation of underground facilities shall be adhered to.

ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate the date first above written.

Charges and Terms Accepted by:

FLORIDA POWER & LIGHT COMPANY

_____
Applicant (Print/Type Name of Organization)

By:_____
Signature (Authorized Representative)

_____
(Print or Type Name)

Title:_____

By:_____
Signature (Authorized Representative)

_____
(Print or Type Name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.425
Cancels First Revised Sheet No. 9.425

IRREVOCABLE BANK LETTER OF CREDIT FOR PERFORMANCE GUARANTY AGREEMENT

Date _____ Premises (Location) _____

Irrevocable Bank Letter of Credit No. _____ Amount $ _____
(NUMERICAL AMOUNT)

APPLICANT:
_____
_____
_____
Attention: _____

BENEFICIARY:
FLORIDA POWER & LIGHT COMPANY
_____
_____
Attention: _____

We hereby authorize Florida Power & Light Company to draw on us, our successor or assignee at sight at the offices

of _____ for
(FINANCIAL INSTITUTION) (STREET ADDRESS) (CITY) (STATE) (ZIP)

any sum not exceeding _____ ($ _____) in United States currency for the exclusive
(WRITTEN AMOUNT)
purpose of securing payment as outlined in the performance guaranty agreement, with Applicant Name and Address.

The draft must be presented to us accompanied by a copy of this Letter of Credit and a signed statement from you to the effect that the amount for which the draft is drawn represents amounts due and payable by _____ which are owed.
(APPLICANT NAME)

The draft must bear upon its face the clause, "Drawn under Letter of Credit No. _____
dated _____, _____, of _____ (FINANCIAL INSTITUTION)
at _____
(STREET ADDRESS) (CITY) (STATE) (ZIP CODE)

You may draw up to the above amount in one or more drafts.

TO OUR KNOWLEDGE, NONE OF THE FOLLOWING ENTITY CONDITIONS EXIST BETWEEN PARTIES OF THIS DOCUMENT:

A) An ownership relationship exists between parties.
B) Parties are owned by a common entity.
C) Parties share ownership of another entity.

NOTE: In the case of a corporation, "ownership" shall mean a ten percent or greater interest in the voting stock of the corporation.

We hereby agree that the draft drawn in compliance with the terms of this Letter of Credit will be duly honored upon presentation.

THIS LETTER OF CREDIT IS IRREVOCABLE and is governed by International Standby Practices ISP98, International Chamber of Commerce Publication No. 590, or such subsequent publication as may be in effect on the date of issuance of this letter of credit ("ISP98") and, as to matters not expressly covered by ISP98, shall be governed by and construed in accordance with the laws of the State of Florida.

We engage with you that all Drafts drawn under and in compliance with the terms of this Letter of Credit will be honored if presented on or before [one year from the date of insurance]. However, it is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiration date hereof, unless at least ninety (90) days prior to any such expiration date we shall notify you in writing, certified mail return receipt requested, that we elect not to consider this Letter of Credit extended for any such additional period.

Very truly yours,

_____

NOTE: Copy of Performance Guaranty Agreement is to be attached.

By: _____

Print
Name: _____
Title: _____

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: August 20, 2020

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 9.427
Cancels Second Sheet No. 9.427

Bond No. _____

Service Address (Location) _____

SURETY BOND FOR PERFORMANCE
GUARANTY AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, _____, as Principal, and _____, a surety company authorized to do business in the State of Florida, as Surety are held and firmly bound to Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida, its successors and assigns, in the amount of _____ ($_____), in lawful money of the United States of America for the payment of which the Principal and Surety, their heirs, executors, administrators, successors and assigns, are hereby jointly and severally bound. **This amount may be reduced according to Article III of the performance guaranty agreement, a copy of which is attached hereto and made a part hereof.**

WHEREAS, pursuant to its authorized General Rules and Regulations for Electric Service, Florida Power & Light Company requires the Principal to furnish a bond guaranteeing the satisfactory performance under the performance guaranty agreement.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly pay all amounts which may be due by Principal to Florida Power & Light Company under the above performance guaranty agreement in the Principal's name at any or all premises, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums which shall be payable or paid, the Surety shall not be liable thereunder for a larger amount, in the aggregate, than the amount of this bond, unless suit must be brought for enforcement of the within obligations in which case the Surety will also be liable for all costs in connection therewith and reasonable attorneys' fees, including costs of and attorneys' fees for appeals; and

PROVIDED FURTHER, that should the Surety so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing by certified mail-return receipt requested to Florida Power & Light Company at P.O. Box 025209, Miami, Florida 33102-5209. The notice of cancellation shall not be effective unless it includes the Principal's name and copy of attached performance guaranty agreement.

Corporate Seal of Principal

Principal: _____
General Partner: _____ (if applicable)

NOTARY SEAL/STAMP (PRINCIPAL)

By: _____ Title: _____

NOTARY CERTIFICATE-PRINCIPAL SIGNATURE

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____, and _____, ☐ who is (are) personally known to me or ☐ has (have) produced _____ as identification or by means of [] physical presence or [] online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this day of _____, _____, by _____.

My Commission Expires: _____

Notary Public
Print Name: _____

Surety

Corporate Seal of Surety

By: _____
(Designated in attached Power of Attorney. If not Florida resident, countersigned below.)
Print Name: _____
Countersigned By: _____
(Florida resident agent)
Print Name: _____
Print Address: _____

NOTARY SEAL/STAMP (SURETY)

NOTARY CERTIFICATE - SURETY SIGNATURE

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____, and _____, ☐ who is (are) personally known to me or ☐ has (have) produced _____ as identification or by means of [] physical presence or [] online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this day of _____, _____, by _____.

My Commission Expires: _____

Notary Public Print Name: _____

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: April 20, 2021

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 9.430
Cancels Second Revised Sheet No. 9.430

IRREVOCABLE BANK LETTER OF CREDIT

Irrevocable Bank Letter of Credit No._____ Date Issued:_____

Amount $_____
(NUMERICAL AMOUNT)

FPL Master Account No.:_____

APPLICANT:
_____
_____
_____
Attention:_____

BENEFICIARY:
FLORIDA POWER & LIGHT COMPANY
_____
_____
Attention:_____

We hereby authorize Florida Power & Light Company (FPL) to draw on us, our successors or assigns at sight at the offices of _____
(FINANCIAL INSTITUTION)

_____
(STREET ADDRESS) (CITY) (STATE) (ZIP)

for any sum not exceeding_____dollars in United States currency for the
(WRITTEN AMOUNT)

exclusive purpose of securing payment of the electric account(s) of _____
(CUSTOMER NAME)

at_____.

Drafts drawn hereunder must be presented to us accompanied by one of the following:

(1) FPL's signed statement certifying that:

_____ has failed to pay when due, charges for services to any
(CUSTOMER NAME)

_____ accounts in the State of Florida.
(CUSTOMER NAME)

- AND/OR -

(2) FPL's signed statement certifying that:
This Letter of Credit No._____will expire in thirty (30) days or less and _____
(CUSTOMER NAME)
has not provided a replacement letter of credit or other security acceptable to Florida Power & Light Company.

The draft must bear upon its face the clause, "Drawn under Letter of Credit No. _____

dated_____, _____, of _____
(FINANCIAL INSTITUTION)

at_____".
(STREET ADDRESS) (CITY) (STATE) (ZIP)

(Continued on Sheet 9.431)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: February 25, 2011

FLORIDA POWER & LIGHT COMPANY

Sixth Revised Sheet No. 9.431
Cancels Fifth Revised Sheet No. 9.431

(Continued from Sheet 9.430)

You may draw up to the above amount in one or more drafts.

To our knowledge, none of the following entity conditions exist between the parties of this Letter of Credit:

a. An ownership relationship exists between parties.
b. Parties are owned by a common entity.
c. Parties share ownership of another entity.

We hereby agree that the draft drawn in compliance with the terms of this Letter of Credit will be duly honored upon presentation.

TIIIS LETTER OF CREDIT IS IRREVOCABLE and is governed by International Standby Practices ISP98, International Chamber of Commerce Publication No. 590, or such subsequent publication as may be in effect on the date of issuance of this letter of credit ("ISP98") and, as to matters not expressly covered by ISP98, shall be governed by and construed in accordance with the laws of the State of Florida.

We engage with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be honored if presented on or before_____. However, it is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiration date hereof, unless ninety (90) days prior to any such expiration date we shall notify you in writing, certified mail - return receipt requested, that we elect not to consider this Letter of Credit renewed for any such additional period.

Very truly yours,

Bank:_____
(Print Name of Bank)

By:_____

_____
(Print Name of Bank Official)

Title:_____

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: May 17, 2018

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.435
Cancels First Revised Sheet No. 9.435

IRREVOCABLE BANK LETTER OF CREDIT
EVIDENCE OF AUTHORITY

Date _____

This document is to certify that _____,
(OFFICER OR AGENT SIGNING LETTER OF CREDIT)

_____has the necessary authority to execute the
(TITLE OF OFFICER OR AGENT)

$_____Irrevocable Bank Letter of Credit Number_____,
(NUMERICAL AMOUNT)

issued_____for the benefit of Florida Power & Light Company and
(DATE OF PREPARATION)

for the account(s) of _____
(CUSTOMER'S NAME)

for_____.
(NAME OF BANK EXECUTING LETTER OF CREDIT)

Bank:_____
(Print Name of Bank)

Corporate Seal

By: _____

(Print Name of Bank Official)

Title:_____

Issued by: S. E. Roming, Director, Rates and Tariffs
Effective: February 25, 2011

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 9.440
Cancels Third Revised Sheet No. 9.440

SURETY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE,_____as Principal at (mailing address)_____,

and_____, a surety company at (mailingaddress)
_____authorized to do business in the State of Florida, as Surety are held and firmly bound to Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida, its successors and assigns, in the amount of $_____, lawful money of the United States of America for the payment of which the Principal and Surety, their heirs, executors, administrators, successors and assigns are hereby jointly and severally bound.

WHEREAS, pursuant to its authorized General Rules and Regulations for Electric Service, Florida Power & Light Company requires the Principal to establish credit for prompt payment of its monthly utility bills, and Principal and Florida Power & Light Company agree that Principal may do so by furnishing this surety bond for prompt payment of the monthly utility bills to be rendered by Florida Power & Light Company;

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly pay all amounts which may be due by Principal to Florida Power & Light Company for utility services in the Principal's name at any or all premises, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that Principal and Surety jointly and severally agree that if at any time Principal's payment, or any part thereof, of Principal's obligations to Florida Power & Light Company is rescinded or must otherwise be restored or returned for any reason whatsoever (Including, but not limited to, insolvency, bankruptcy or reorganization), then the Surety obligation shall, to the extent of the payment rescinded or returned, be deemed to have continued in existence, notwithstanding such previous payment, and the Surety obligation shall continue to be effective or be reinstated, as the case may be, as to such payment, all as though such previous payment had never been made;

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums which shall be payable or paid, the Surety shall not be liable thereunder for a larger amount, in the aggregate, than the amount of this bond, unless suit must be brought for enforcement of the within obligations in which case the Surety will also be liable for all costs in connection therewith and reasonable attorneys' fees, including costs of and fees for appeals; and

PROVIDED FURTHER, that should the Surety so elect, this bond may be canceled by the Surety as to subsequent liability by giving thirty (30) days' notice in writing by certified mail-return receipt requested to Florida Power & Light Company at 4200 W. Flagler St., Miami FL 33134 mail code RRD/GO. The notice of cancellation shall not be effective unless it includes the Principal's name and "Master Account Number_____" written thereon.

Signed, sealed and dated this_____day of_____.

[ ]

Signature format in this section will vary depending on type of legal entity (Corporation, Partnership, Joint Venture, Sole Proprietor)

[ ]

Corporate	Surety_____	Notary
Seal	By_____ (Designated in attached Power of Attorney, If not Florida Resident, countersigned below.)	Seal
of SURETY		(Surety)

(Continued on Sheet No. 9.441)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: July 11,2017

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 9.441
Cancels Second Revised Sheet No. 9.441

(Continued from Sheet No. 9.440)

NOTARY CERTIFICATE-SURETY SIGNATURE

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this_____day of_____,_____, by _____, and_____, ☐ who is (are) personally known to me or ☐ has (have) produced_____ as identification or by means of [] physical presence or [] online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this_____day of _____,_____, by_____.

_____
Notary Public, State of Florida

_____
Print Name of Notary Public

My Commission Expires:_____Commission Number_____

Countersigned By:_____ _____
(Florida Resident Agent) (Florida Resident Agent's Address)

(_____)_____ _____, Florida.
(Florida Resident Agent's Phone Number)

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: April 20,2021

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.475
Cancels Original Sheet No.9.475

CONTRACT SERVICE AGREEMENT FOR THE PROVISION OF SERVICE UNDER THE COMMERCIAL / INDUSTRIAL SERVICE RIDER

This Contract Service Agreement ("Agreement") is made and entered into as of ~~this~~ _____ ~~day of~~ _____ 20____, by and between_____, (hereinafter called in the "Customer") and Florida Power and Light, a Florida corporation (hereinafter called the "Company").

WITNESSETH:

WHEREAS, the Company is an electric utility operating under Chapter 366, Florida Statutes, subject to the jurisdiction of the Florida Public Service Commission or any successor agency thereto (hereinafter called the "Commission"); and

WHEREAS, the Customer is_____; and

WHEREAS, the Customer can receive electric service from the Company under tariff schedule_____at the following service location_____; and

WHEREAS, the present pricing available under the Company's rate schedule _____is sufficient economic justification for the Customer to decide not to take electric service from the Company for all or a part of Customer's needs; and

WHEREAS, the Customer has shown evidence and attested to its intention to not take electric service from the Company unless a pricing adjustment is made under the Company's Commercial / Industrial Service Rider ("CISR") tariff; and

WHEREAS, the Company has sufficient capacity to serve the Customer at the aforementioned service location for the foreseeable future and for at least the following_____months ~~period~~; and

WHEREAS, the Company is willing to make a pricing adjustment for the Customer in exchange for a commitment by the customer to continue to purchase electric energy exclusively from the Company at agreed upon service locations (for purposes of this Agreement, the "electric energy" may exclude certain electric service requirements served by the Customer's own generation as of the date of this Agreement);

NOW THEREFORE, in consideration of the mutual covenants expressed herein, the Company and Customer agree as follows:

1. **Rate Schedule(s)** – The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions –of the Company's tariff, rate schedule_____and CISR tariff, as currently approved by the Commission or as said tariff and rate schedule(s) may be modified in the future and approved by the Commission (except as described in Section 6 herein). The Customer agrees to abide by all applicable requirements of the tariff, rate schedule_____and CISR tariff, except to the extent specifically modified by this Agreement. Copies of the Company's currently approved rate schedule(s)_____and CISR tariff are attached as Exhibit "A" and made a part hereof.

2. **Term of Agreement** – This Agreement shall remain in force for a term of_____months, as specified in Exhibit B to this Agreement ~~commencing on the date above first written~~.

3. **Modifications to Tariff and Rate Schedule** – See Exhibit "B" to this Agreement.

4. **Exclusivity Provision** – During the term hereof, the Customer agrees to purchase from the Company the Customer's entire requirements for electric capacity and energy for its facilities and equipment at the service location (s) described in Exhibit A to this Agreement. The "entire requirements for capacity and energy" may exclude certain electric service requirements served by the Customers own generation as of the date of this Agreement.

(Continued on Sheet No. 9.476)

(Continued from Sheet No. 9.475)

5. **Termination** – This Agreement shall remain in effect for the period defined in the Term of Agreement above. This Agreement may be terminated in the following manners:
   a. **Modification of Rate Schedule** – In the event that any provision of any applicable rate schedule(s) is amended or modified by the Commission in a manner that is material and adverse to one of the parties hereto, that party shall be entitled to terminate this Agreement, by written notice to the other party tendered no later than sixty (60) days after such amendment or modification becomes final and non-appealable.
   b. **Regulatory Review** – In the event of a determination by the Florida Public Service Commission that the entering into this Agreement was not prudent, this Agreement shall be considered terminated immediately upon such finding.
   c. **Inaccurate or Misleading Information** – For the purposes of this Agreement, in the event that it is determined that the Customer has provided inaccurate or misleading information to the Company, which the Company relied upon in entering into his Agreement, this Agreement shall be considered terminated immediately upon such a determination by the Company, and within thirty (30 days) the Customer shall remit to the Company the full amount of any discount already provided to the Customer below what the Customer would have otherwise paid under the standard applicable tariff identified in Exhibit B to this Agreement.
   d. **Minimum Load** – The Customer is required to maintain a minimum load of 2 MW in order to remain on the CISR. If the customer at any time ceases to be billed under a rate schedule specific to customers with demands of 2 MW or more, the customer will be deemed to no longer be eligible for the CISR and the Company may cancel the Agreement and immediately discontinue any negotiated discounts.

6. **Entire Agreement** – This Agreement supersedes all previous agreements and representations either written or oral heretofore made between the Company and the Customer with respect to the matters herein contained. This Agreement, when duly executed, constitutes the only agreement between the parties hereto relative to the matter herein described.
7. **Incorporation of Tariff** - This Agreement incorporates by reference the terms and conditions of the company's tariff, rate schedule _____and CISR tariff filed by the Company with, and approved by, the Commission, as amended from time to time. In the event of any conflict between this Agreement and such tariff or rate schedules (other than as set out in the CISR tariff), the terms and conditions of this agreement shallcontrol.
8. **Notices** – All notices and other communications hereunder shall be in writing and shall be delivered by hand, by prepaid first class registered or certified mail, return receipt requested, by courier or by facsimile, addressed as follows:

If to the Company:

Florida Power andLight
700 Universe Blvd. CEA/ JB
Juno Beach FL 33408
Facsimile:
Attention:

With a copy to:

Florida Power andLight
700 Universe Blvd. CEA/ JB
Juno Beach FL 33408
Facsimile:
Attention:

If to the Customer:

_____
_____
_____
Facsimile:
Attention:

With a copy to:

_____
_____
_____
Facsimile:
Attention:

Except as otherwise expressly provided in this Agreement, all notices and other communications shall be determined effective upon receipt. Each party shall have the right to designate a different address for notices to it by notice similarly given.

(Continued on Sheet No. 9.477)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No.9.477
Cancels Original Sheet No. 9.477

(Continued from Sheet No. 9.476)

9. **Assignment; No Third Party Beneficiaries -** This Agreement shall inure to the benefit of and shall bind the successors and assigns of the parties hereto. No assignment of any rights or delegation of any obligations hereunder shall have the effect of releasing the assigning party of any of its obligations hereunder, and the assigning party shall remain primarily liable and responsible therefore notwithstanding any such assignment or delegation. Nothing in this Agreement shall be construed to confer a benefit on any person not a signatory party hereto or such signatory party's successors and assigns.
10. **Waiver** – At its option, either party may waive any or all of the obligations of the other party contained in this Agreement, but waiver of any obligation or any breach of this Agreement by either party shall in no event constitute a waiver as to any other obligation or breach or any future breach, whether similar or dissimilar in nature, and no such waiver shall be binding unless signed in writing by the waiving party.
11. **Headlines** – The section and paragraph headings contained in the Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.
12. **Counterparts** – This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. **Dispute Resolution** – All disputes arising between the Customer and the Company under this Agreement shall be finally decided by the Commission in accordance with the applicable rules and procedures of the Commission.
14. **Governing Law –** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
15. **Confidentiality** – The pricing levels and procedures described within this Agreement, as well as any information supplied by the Customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith is considered confidential, proprietary information of the parties. If requested, such information shall be made available for review by the Commission and its staff only and such review shall be made under the confidentiality rules of the Commission.

IN WITNESS WHEREOF, the Customer and the Company have executed this Agreement the day and year first written above.

Witnesses:

_____

_____

_____

by:_____

Its:_____

Attest:_____

Witnesses:

_____

_____

FLORIDA POWER ANDLIGHT

by:_____

Its:_____

Attest:_____

(Continued on Sheet No. 9.478)

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: September 17, 2018

(Continued from Sheet No.9.477)

Contract Service Agreement

Exhibit A

Customer Name and Service Location(s):

_____

_____

Applicable currently approved rate schedule(s) and CISR tariff_____(copies attached).

(Continued on Sheet No. 9.479)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.479
Cancels Original Sheet No. 9.479

(Continued from Sheet No. 9.478)

Contract Service Agreement

Exhibit B

Customer Name and Service Location(s):

_____

_____

(The otherwise applicable rates may be any of the following: GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT-3.)

A credit based on the percentages below will be applied to the base demand charges and base energy charges of the Customer's otherwise applicable rate schedule (as currently approved by the Commission or as said tariff and rate schedules may be modified in the future and approved by the Commission) associated with the Customer's Load:

Year___– % reduction in base demand and % reduction in base energy charges*

Year___– % reduction in base demand and % reduction in base energy charges*

Year___– % reduction in base demand and % reduction in base energy charges*

Year___– % reduction in base demand and % reduction in base energy charges*

Year___– % reduction in base demand and % reduction in base energy charges*

Year___– % reduction in base demand and % reduction in base energy charges*

(Additional years may be added in accordance with the CSA).

* All other charges including base charge and clause rates will also be based on theCustomer's otherwise applicable rate.

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 9.480
Cancels Third Revised Sheet No. 9.480

COMMERCIAL/INDUSTRIAL LOAD CONTROL PROGRAM AGREEMENT

TO: FPL C/I LOAD MANAGEMENT
EMAIL: CILC@fpl.com

FROM: Name:_____ Date Sent:_____
Service Address:_____ Time Sent:_____
Account No.:_____
Fax No.: _____

REQUEST FOR APPROVAL TO:

☐ CONDUCT MAINTENANCE ON EQUIPMENT

☐ Generator ☐ Control Circuit Wiring

☐ Switch Gear ☐ Other

FROM (Date/Time) TO (Date/Time)

☐ CHANGE CONTINUITY OF SERVICE PROVISION FROM "NO" TO "YES" (COSP)

☐ CHANGE CONTINUITY OF SERVICE PROVISION FROM "YES" TO "NO" (COSP)

_____ _____ _____
Customer's Signature Date Time

APPROVALS:

FPL C/I Load Management _____ _____ _____
Date Time

FPL TOP _____ _____ _____
Date Time

TO: _____ _____ _____
Customer Name Date Time

FPL APPROVAL TO CHANGE:

☐ YES

☐ NO Remarks: _____

_____

_____

_____ _____ _____
FPL C/I Load Management Authorization Date Time

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 9.490
Cancels Fourth Revised Sheet No. 9.490

COMMERCIAL/INDUSTRIAL LOAD CONTROL PROGRAM AGREEMENT

This Agreement is made this_____day of_____, _____, by and between _____ (hereinafter called the "Customer"), located at_____in_____, Florida, and FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida (hereinafter called the "Company"). This agreement is available and applicable only for customers who, as of March 19, 1996, were either taking service under the CILC Schedule or had fully executed copies of an earlier approved version of this agreement.

WITNESSETH

For and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of the Company's Commercial/Industrial Load Control Program Schedule CILC-1 ("Schedule CILC-1") as currently approved or as may be modified from time to time by the Florida Public Service Commission ("Commission"). The Customer understands and agrees that, whenever reference is made in this Agreement to Schedule CILC-1, both parties intend to refer to Schedule CILC-1 as it may be modified from time to time. A copy of the Company's presently approved Schedule CILC-1 is attached hereto as Exhibit A and is hereby made an integral part of this Agreement.

2. Service under Schedule CILC-1 shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination. Should the Customer terminate service or be removed by the Company and later desire to resume service under Schedule CILC- 1, the Customer must provide five (5) years' written notice prior to resuming service under Schedule CILC-1.

3. Service under Schedule CILC-1 will be subject to determinations made under Commission Rules 25-17.0021(4), F.A.C. Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Service -Terms and Conditions, or any other Commission determination(s).

4. The Customer agrees either (i) to not exceed a usage level of_____kw ("Firm Demand") during the periods when the Company is controlling the Customer's service, or (ii) to provide a load reduction of kw ("Controllable Demand") during periods when the Company is controlling the Customer's service. If the Customer chooses to operate backup generation equipment in parallel with FPL, the Customer shall enter into an interconnection agreement with the Company prior to operating such equipment in parallel with the Company's electrical system. The "Firm Demand" level (as applicable) shall not be exceeded during periods when the Company is controlling load; nor shall the "Controllable Demand" level (as applicable) be reduced during periods when the Company has requested that the Customer operate its equipment to meet the "Controllable Demand" level. Upon mutual agreement of the Company and the Customer, the Customer's "Firm Demand" or "Controllable Demand" may be subsequently raised or lowered, so long as the change in the "Firm Demand" or "Controllable Demand" level is not a result of a transfer of load from the controllable portion of the Customer's load. The Customer shall notify the Company, in writing, at least ninety (90) days prior to either adding firm load, or reducing or removing any of the Customer's backup generation equipment.

(Continued on Sheet No. 9.491)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

~~Fourth~~Fifth Revised Sheet No. 9.491
Cancels ~~Third~~ Fourth Revised Sheet No. 9.491

(Continued from Sheet No. 9.490)

5. Prior to the Customer's receipt of service under Schedule CILC-1, the Customer must provide the Company access at any reasonable time to inspect any and all of the Customer's load control equipment and/or backup generation equipment, and must also have received approval from the Company that the load control equipment is satisfactory to effect control of the Customer's load, and/or the backup generation equipment is satisfactory to contribute to the Controllable Demand level. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation, maintenance and repair of the load control and/or backup generation equipment. It is expressly understood that the initial approval and later inspections by the Company are not for the purpose of, and the Customer is not to rely upon any such inspection(s) for, determining whether the load control and/or backup generation equipment has been adequately maintained or is in compliance with any applicable electrical code standards or legal requirements.

6. The Customer agrees to be responsible for the determination that all electrical equipment to be controlled and/or backed up is in good repair and working condition. The Company shall not be responsible for the repair, maintenance or replacement of the Customer's equipment.

7. Within two (2) years of this Agreement, the Customer agrees (i) to perform the necessary changes to allow control of a portion of the Customer's load and/or (ii) to install or have in place backup generation equipment to contribute to the Controllable Demand level. Schedule CILC-1 cannot apply earlier than this date unless the Company so agrees. Should the Customer fail to complete the above work by the above-specified date, or should the Customer fail to begin taking service under Schedule CILC-1 during that year, this Agreement shall become null and void unless otherwise agreed by the Company.

8. Upon completion of the installation of the load control equipment and/or any necessary backup generation equipment, a test of this equipment will be conducted between the hours of 7 a.m. and 6 p.m. Monday through Friday, excluding holidays. Notice of the test shall be provided to the Company at least five (5) business days in advance of the date of the test, and the Company shall be afforded the opportunity to witness the test. The test of the load control equipment will consist of a period of load control of not less than one hour. Effective upon the completion of the testing of the load control equipment and/or the backup generation equipment, the Customer will agree (as applicable) to either a "Firm Demand" or a "Controllable Demand". Service under Schedule CILC-1 cannot commence prior to the installation of load control equipment or any necessary backup generation equipment and the successful completion of the test.

9. In order to minimize the frequency and duration of interruptions under the CILC Program, the Company will attempt to obtain reasonably available additional capacity and/or energy under the Continuity of Service Provision in Schedule CILC-1. The Customer elects/does not elect to continue taking service under the Continuity of Service Provision. Service will be provided only if capacity and/or energy can be obtained by the Company and can be transmitted and distributed to non-firm Customers without any impairment of the Company's system or service to firm Customers. The Company shall not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur in the event (a) Company is unable to obtain reasonably available additional capacity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested, or (b) the Customer does not elect to continue taking service under the Continuity of Service Provision. The Customer may countermand the election specified above by providing written notice to the Company pursuant to the guidelines set forth in Schedule CILC-1. The Company's obligations under this Section 9 are subject to the terms and conditions specifically set forth in Schedule CILC-1.

(Continued on Sheet No. 9.492)

Issued by: ~~S. E. Romig, Director, Rates and Tariffs~~Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~November 15, 2002~~

FLORIDA POWER & LIGHT COMPANY

~~Third~~Fourth Revised Sheet No. 9.492
Cancels ~~Second~~ Third Revised Sheet No. 9.492

(Continued from Sheet No. 9.491)

10. The Company may terminate this Agreement at any time if the Customer's load control equipment fails to permit the Company to effect control of the Customer's load, and/or if the Customer's equipment fails to meet the Controllable Demand level. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the failure or malfunction of the Customer's load control equipment and/or backup generation equipment. The Company may then terminate this Agreement at the end of the 90-day notice period unless the Customer takes measures necessary to remedy, to the Company's satisfaction, the deficiencies in the load control equipment and/or the backup generation equipment. Notwithstanding the foregoing, if at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under the Schedule CILC-1, to bill the Customer under the otherwise applicable firm service rate schedule and to apply the rebilling and penalty provisions enumerated under "Charges for Early Termination" in Schedule CILC-1.

11. The Customer agrees that the Company will not be liable for any damages or injuries including, but not limited to, loss of revenues or production, that may occur as a result of control of electric service pursuant to the terms of Schedule CILC-1 by remote control or otherwise, and/or installation, operation or maintenance of the Customer's generation equipment to meet the Controllable Demand level.

12. This Agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained.

13. This Agreement may not be assigned by the Customer without the prior written consent of the Company. The Customer shall, at a minimum, provide to the Company a copy of the articles of incorporation or partnership agreement of the proposed assignee, and a copy of such assignee's most recent annual report at the time an assignment is requested.

14. This Agreement is subject to the Company's "General Rules and Regulations for Electric Service" and the Rules of the Commission.

IN WITNESS WHEREOF, the Customer and the Company have caused this Agreement to be duly executed as of the day and year first above written.

CUSTOMER (private)

Company:_____

Signed:_____

Name:_____

Title:_____

FLORIDA POWER & LIGHT COMPANY

Signed:_____

Name:_____

Title:_____

CUSTOMER (public)

Governmental Entity:_____

Signed:_____

Name:_____

Title:_____

Attest:_____

By:_____
Clerk/Deputy Clerk

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.494
Cancels First Revised Sheet No. 9.494

COMMERCIAL/INDUSTRIAL DEMAND REDUCTION RIDER
CUSTOMER REQUEST FOR APPROVAL

TO: FPL C/I LOAD MANAGEMENT
EMAIL: CILC@fpl.com

FROM: Name: _____ Date Sent : _____
Service Address: _____ Time Sent: _____
Account No.: _____
Fax No.: _____

REQUEST FOR APPROVAL TO:

☐ CONDUCT MAINTENANCE ON EQUIPMENT

☐ Generator ☐ Control Circuit Wiring

☐ Switch Gear ☐ Other

FROM _____ (Date/Time) TO _____ (Date/Time)

☐ CHANGE CONTINUITY OF SERVICE PROVISION FROM "NO" TO "YES" (COSP)

☐ CHANGE CONTINUITY OF SERVICE PROVISION FROM "YES" TO "NO" (COSP)

Customer's Signature Date Time

APPROVALS:

FPL C/I Load Management Date Time

FPL TOP Date Time

TO: _____ Customer Name Date _____ Time _____

FPL APPROVAL TO CHANGE:

☐ YES

☐ NO Remarks: _____

FPL C/I Load Management Authorization Date_____ Time_____

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.495
Cancels Original Sheet No.9.495

COMMERCIAL/INDUSTRIAL DEMAND REDUCTION RIDER AGREEMENT

This Agreement is made this_____day of_____, _____, by and between _____(hereinafter called the "Customer"), located at_____ _____in_____, Florida, and FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida (hereinafter called the "Company").

WITNESSETH

For and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of the Company's Commercial Industrial Demand Reduction Rider ("Rider CDR") as currently approved or as may be modified from time to time by the Florida Public Service Commission ("Commission"). The Customer understands and agrees that, whenever reference is made in this Agreement to Rider CDR, both parties intend to refer to Rider CDR as it may be modified from time to time. A copy of the Company's presently approved Rider CDR is attached hereto as Exhibit A, and Rider CDR is hereby made an integral part of this Agreement.

2. Service under Rider CDR shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination.

3. Service under Rider CDR will be subject to determinations made under Commission Rules 25-17.0021(4), F.A.C. Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Service -Terms and Conditions, or any other Commission determination(s).

4. The Customer agrees to not exceed a usage level of_____kW ("Firm Demand") during the periods when the Company is controlling the Customer's service. If the Customer chooses to operate backup generation equipment in parallel with FPL, the Customer shall enter into an interconnection agreement with the Company prior to operating such equipment in parallel with the Company's electrical system. The "Firm Demand" level (as applicable) shall not be exceeded during periods when the Company is controlling load. Upon mutual agreement of the Company and the Customer, the Customer's "Firm Demand" may be subsequently raised or lowered, so long as the change in the " Firm Demand" level is not a result of a transfer of load from the controllable portion of the Customer's load. The Customer shall notify the Company, in writing, at least ninety (90) days prior to adding firm load.

5. Prior to the Customer's receipt of service under Rider CDR, the Customer must provide the Company access at any reasonable time to inspect any and all of the Customer's load control equipment and/or backup generation equipment, and must also have received approval from the Company that the load control equipment and/or backup generation equipment is satisfactory to effect control of the Customer's load. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation, maintenance and repair of the load control equipment and/or backup generation equipment. It is expressly understood that the initial approval and later inspections by the Company are not for the purpose of, and the Customer is not to rely upon any such inspection(s) for, determining whether the load control equipment and/or backup generation equipment has been adequately maintained or is in compliance with any applicable electrical code standards or legal requirements.

(Continued on Sheet No.9.496)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: November 15, 2002

FLORIDA POWER & LIGHT COMPANY

~~Third~~ Fourth Revised Sheet No. 9.496
Cancels ~~Second~~ Third Revised Sheet No. 9.496

(Continued from Sheet No. 9.495)

6. The Customer agrees to be responsible for the determination that all electrical equipment to be controlled and/or backed up is in good repair and working condition. The Company shall not be responsible for the repair, maintenance or replacement of the Customer's equipment.

7. Within two (2) years of this Agreement, the Customer agrees to (i) perform the necessary changes to allow control of a portion of the Customer's load and/or (ii) install or have in place backup generation equipment to contribute to the demand reduction level. Should the Customer fail to complete the above work by the above-specified date, or should the Customer fail to begin taking service under Rider CDR during that year, this Agreement shall become null and void unless otherwise agreed by the Company.

8. Upon completion of the installation of the load control equipment and/or backup generation equipment, a test of this equipment will be conducted at a mutually agreeable time and date. This time and date shall typically be within the Controllable Rating Period unless otherwise agreed by the Company. Notice of the test shall be provided to the Company at least five (5) business days in advance of the date of the test, and the Company shall be afforded the opportunity to witness the test. The test of the load control equipment will consist of a period of load control of not less than one hour. Effective upon the completion of the testing of the load control equipment and/or backup generation equipment, the Customer will agree to a "Firm Demand". Service under Rider CDR cannot commence prior to the installation of load control equipment or any necessary backup generation equipment and the successful completion of the test.

9. In order to minimize the frequency and duration of interruptions under the Commercial Industrial Demand Reduction Rider, the Company will attempt to obtain reasonably available additional capacity and/or energy under the Continuity of Service Provision in Rider CDR. The Customer elects/does not elect to continue taking service under the Continuity of Service Provision. Service will be provided only if capacity and/or energy can be obtained by the Company and can be transmitted and distributed to non- firm Customers without any impairment of the Company's system or service to firm Customers. The Company shall not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur in the event (a) Company is unable to obtain reasonably available additional capacity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested, or (b) the Customer does not elect to continue taking service under the Continuity of Service Provision. The Customer may countermand the election specified above by providing written notice to the Company pursuant to the guidelines set forth in Rider CDR. The Company's obligations under this Section 9 are subject to the terms and conditions specifically set forth in Rider CDR.

The Company may terminate this Agreement at any time if the Customer's load control equipment and/or backup generation equipment fails to permit the Company to effect control of the Customer's load. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the failure or malfunction of the Customer's load control equipment and/or backup generation equipment. The Company may then terminate this Agreement at the end of the 90-day notice period unless the Customer takes measures necessary to remedy, to the Company's satisfaction, the deficiencies in the load control equipment and/or backup generation equipment. Notwithstanding the foregoing, if at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly credit under Rider CDR, bill the Customer under the otherwise applicable firm service rate schedule, and may apply the rebilling and penalty provisions enumerated under "Charges for Early Termination" in Rider CDR.

10. The Customer agrees that the Company will not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur as a result of control of electric service pursuant to the terms of Rider CDR by remote control or otherwise, and/or installation, operation or maintenance of the Customer's generation equipment to meet the Firm Demand level.

11. This Agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained.

12. This Agreement may not be assigned by the Customer without the prior written consent of the Company. The Customer shall, at a minimum, provide to the Company a copy of the articles of incorporation or partnership agreement of the proposed assignee, and a copy of such assignee's most recent annual report at the time an assignment is requested.

13. This Agreement is subject to the Company's "General Rules and Regulations for Electric Service" and the Rules of the Commission.

(Continued on Sheet No. 9.497)

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~ VP Financial Planning and Rate Strategy Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.497
Cancels Original Sheet No. 9.497

(Continued from Sheet No. 9.496)

IN WITNESS WHEREOF, the Customer and the Company have caused this Agreement to be duly executed as of the day and year first above written.

CUSTOMER (private)

Company:_____

Signed:_____

Name:_____

Title:_____

FLORIDA POWER & LIGHT COMPANY

Signed: _____

Name:_____

Title:_____

CUSTOMER (public)

Governmental Entity:_____

Signed:_____

Name:_____

Title:_____

Attest:

Signed:_____

By:_____
Clerk/Deputy Clerk

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.500
Cancels First Revised Sheet No. 9.500

FPL RESIDENTIAL CONSERVATION SERVICE
RECEIPT OF SERVICES

_____
FPL Account Number

Customer Name: Customer Address:

City: State: Zip Code:

I hereby acknowledge receipt from Florida Power & Light Company (FPL) of the following services:

1. An energy audit inspection of the building shell, and the space heating/cooling and water heating equipment of my residence at the address I have given above. This energy audit inspection was made

   on_____by FPL energy auditor_____and covered the following conservation measures applicable to my residence (check all applicable):

O Caulking	O Floor Insulation	O Solar Domestic Water Heating
O Weatherstripping	O Duct Insulation	O Window Heat Gain Retardants
O Furnace Efficiency Modification	O Water Heater Insulation	O Replacement solar swimming pool heater
O Replacement Central Air Conditioner	O Storm Windows	O Waste Heat Recovery Water Heating
O Ceiling Insulation	O Heat absorbing/reflective window/door material	O _____
O Wall Insulation	O Load Management Devices O Clock Thermostats	O _____ O

The FPL energy auditor has explained to me why any of the above conservation measures not checked are not applicable to my residence.

2. A written audit report of the applicable energy conservation measures (checked above), the estimated cost of each measure, (based upon typical local prices for materials and installation), and the estimated energy savings from installing each measure (based upon FPL's currently effective tariff). This written audit report, a copy of which is attached, was provided to me at my residence by the FPL energy auditor at the conclusion of the energy audit inspection, and has been explained to me fully.

3. An information package containing a list of no cost/low cost conservation practices which are applicable to my residence.

In consideration of the above energy audit investigation, audit report, and information package, I understand and agree that a $15.00 SERVICE FEE will be added to my FPL electric service bill. I further understand and agree to the following:
The procedures used to make the estimates of energy savings are consistent with Department of Energy criteria for residential energy audits. However, the actual installation costs incurred and energy savings realized from installing these measures may be different from the estimates contained in the audit report. Although the estimates are based on measurements of the house, they are also based on assumptions which may not be totally correct for the household. Further, the total energy cost savings from the installation of more than one program measure may be less than the sum of energy cost savings of each measure installed individually.

FPL accepts no responsibility for the quality of the workmanship or installation of any conservation measures it recommends nor for any consequential or incidental damages resulting from defects therein, and does not guarantee that such measures, even if free from defects and properly installed, will result in the energy savings estimated in the attached audit report.

Signed:_____
Customer Date

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

Sixth Revised Sheet No. 9.600
Cancels Fifth Revised Sheet No. 9.600

FPL ACCOUNT No. _____

FPL PREMISE No. _____

AGREEMENT FOR CURTAILABLE SERVICE

This Agreement is made this_____day of_____, _____, by and between_____

(hereinafter called the "Customer"), located at_____in_____, Florida and Florida Power & Light Company, a corporation, organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH

That for and in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. The Company shall provide electric service pursuant to Rate Schedule_____, marked Exhibit "A", which is made a part of this Agreement and attached hereto. If the Customer's Demand is insufficient to qualify for said rate it is hereby agreed that the Customer shall pay monthly the Base Charge, Demand Charge for the minimum demand or the currently effective demand, whichever is larger, and the Energy Charge but never less than the minimum charge provided for on Exhibit "A".

2. That the Customer agrees to curtail Demand by 200 kW or more upon request of the Company.

3. That the Customer agrees to curtail to a maximum demand of_____kW during the curtailment periods specified by the Company.

4. That the monthly curtailment credit shall be based on the difference between the Customer's monthly billing demand and the maximum demand specified in paragraph 3. The Customer has the option to revise the contracted maximum demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Terminations of the Rate Schedule marked Exhibit "A", a change to the maximum demand specified in paragraph 3 may be made provided that the revision does not decrease the total amount of Non-Firm Demand determined pursuant to the Rate Schedule marked Exhibit "A", during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under the Rate Schedule marked Exhibit "A".

5. That in the event the Customer fails at any time for any reason to curtail to the demand specified in paragraph 3, the Company shall recover from the Customer all excess curtailment credits issued in the preceding 36 months, or since the last curtailment whichever is less, and shall also recover a penalty charge in accordance with the Rate Schedule marked Exhibit "A".

6. That all terms and conditions of the Rate Schedule marked Exhibit "A", which is attached to and made a part of this Agreement, or its successive rate schedule which may be approved from time to time by the Florida Public Service Commission, shall apply to the Customer. In the event any of these terms and conditions are not met, the Customer will be placed on an appropriate non-curtailable service rate for a period no less than the term of service of that rate.

7. That failure or delay by either party in exercising any rights or remedies provided herein or by law, shall not be deemed to constitute waiver of any of the provisions hereof.

8. That this Agreement supersedes all previous agreements or representations, either written, verbal, or otherwise between the Customer and the Company, with respect to the matters contained herein and constitutes the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

_____
Customer (Print or type name of Organization)

_____
Signature (Authorized Representative)

_____
(Print or type name)

Title:_____

FLORIDA POWER & LIGHT COMPANY

_____
(Signature)

_____
(Print or type name)

Title:_____

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems

Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.610
Cancels Original Sheet No. 9.610

CURTAILABLE CUSTOMER REQUEST FOR APPROVAL

TO: FPL C/I LOAD MANAGEMENT
FAX: (305) 552-2482

FROM: Name: _____ Date Sent: _____
Service Address: __ ___ ___ ___ ___ ___ Time Sent: _____
Account No.: _____
Fax No.: _____

REQUEST FOR APPROVAL TO:

☐ CONDUCT MAINTENANCE ON EQUIPMENT

☐ Generator ☐ Control Circuit Wiring

☐ Switch Gear ☐ Other

FROM _____ TO _____
(Date/Time) (Date/Time)

_____ _____ _____
Customer's Signature Date Time

APPROVALS:

FPL C/I Load Management _____
Date_____Time_____

FPL TOP _____
Date_____Time_____

TO: _____
Customer Name Date_____ Time_____

FPL APPROVAL TO CHANGE:

☐ YES

☐ NO Remarks: _____

_____

_____

_____ _____ _____
PL C/I Load Management Authorization Date Time

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: November 15, 2002

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 9.650
Cancels Second Revised Sheet No. 9.650

AGREEMENT FOR GENERAL DEMAND SERVICE

This Agreement, made this __ _____ day of_____ , _____ , by and between

_____(hereinafter called the Customer) located at _____in ___ ____ ____ ____ _____, Florida and Florida Power & Light Company, a corporation, organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH

That for and in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. The Company shall provide electric service pursuant to Rate Schedule_____marked Exhibit "A" which is made a part of this Agreement although the provisions for certain levels of demand usage are not met.

2. That the Customer agrees to pay monthly the Base Charge, Demand Charge for the minimum demand or the currently effective demand, whichever is larger, and the Energy Charge but never less than the minimum charge as provided for on Exhibit "A".

3. That in the event the Customer's level of demand in any billing period qualifies the Customer for service under provisions of the Rate Schedule marked Exhibit "A" then provisions of paragraph 2 are waived for the next eleven months. However, other provisions of this Agreement will remain in effect.

4. That in the event the Customer's level of demand in any billing period requires the Customer to be served under another rate schedule, this Agreement shall be null and void and service shall be rendered under the appropriate rate starting in the month in which the higher level of demand occurs.

5. At the time of expiration of the term of service provided in Exhibit "A", this Agreement may be terminated by either the Customer or the Company by providing written notice to the other party.

6. That all terms and conditions of the Rate Schedule marked Exhibit "A" which is attached to and made a part of this Agreement, or its successive rate schedule which may be approved from time to time by the Florida Public Service Commission, shall apply to the Customer.

7. That this Agreement supersedes all previous agreements or representations, either written, verbal, or otherwise between the Customer and the Company, with respect to the matters contained herein and constitutes the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

_____
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By:_____
Signature (Authorized Representative)

_____
(Print or type name)

Title:_____

By:_____
(Signature)

_____
(Print or type name)

Title: _____

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY — Original Sheet No. 9.665

Condominium Exemption from Individual Electric Metering - Attestation of Compliance

Condominium Name _____ Condominium Address _____
Name as shown on FPL Account _____ FPL Account. No. _____

The Florida Public Service Commission provides through Florida Administrative Code (F.A.C.) Rule 25-6.049 that condominium buildings operating in a manner similar to hotels and motels can qualify for an exemption from the individual electric metering requirement for resort condominiums only if the following criteria are met:

1. The Declaration of Condominium requires that at least 95% of the units are used solely for overnight occupancy(a short term such as per day or per week where permanent residency is not established);
2. A registration desk, lobby and central telephone switchboard are maintained; and
3. A record is kept for each unit showing each check-in and check-out date for the unit and the name(s) of the individual(s) registered to occupy the unit between each check-in and check-out date.

Furthermore, an attestation must be provided initially by the owner or developer of the condominium named above, or the condominium association of the condominium named above, or the customer in the FPL account named above ("the Customer"), and by the Customer annually thereafter, that the above criteria have been met, and that any cost of future conversion to individual metering, if required, shall be borne by the Customer. These costs shall include, but not be limited to, any remaining undepreciated cost of any existing distribution equipment which is removed or transferred to the ownership of the customer, plus the cost of removal or relocation of any distribution equipment, less the salvage value of any removed equipment.

After the initial qualification for exemption, this attestation must be provided to FPL annually by the Annual Attestation Date for Compliance assigned by FPL. Upon request and reasonable notice, FPL shall be allowed to inspect the condominium to collect evidence needed to determine whether the condominium is in compliance with F.A.C. Rule 25-6.049. If the criteria above are not met, then FPL shall not provide master-metered service to the condominium. The Customer shall notify FPL within 10 days if, at any time, the condominium ceases to meet the requirements in F.A.C. Rule 25-6.049.

If a condominium is master metered under the exemption in F.A.C. Rule 25-6.049 and subsequently fails to meet the criteria above, or the Customer fails to make the annual attestation required by F.A.C. Rule 25-6.049, then FPL shall promptly notify the Customer that the condominium is no longer eligible for master-metered service. If the Customer does not respond with clear evidence to the contrary within 30 days of receiving the notice, the Customer shall individually meter the condominium units within six months following the date on the notice. During this six month period, FPL shall not discontinue service based on failure to comply with F.A.C. Rule 25-6.049. Thereafter, the provisions of Rule 25-6.105 apply.

Accordingly, the undersigned declares: the above named Condominium meets all of the aforementioned requirements; I am authorized to sign on behalf of the Customer; and under penalties of perjury, I declare that I have read the foregoing Condominium Exemption from Individual Electric Metering - Attestation of Compliance and the facts stated in it are true.

For the Customer:

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

Date:_____

Accepted For Florida Power & Light Company

By: _____
(print or type)

Date:_____

Please mail this completed form to:
FPL – Master Metering Department
P. O. Box 2851
Daytona Beach, FL 32120

Issued by: S.E Romig, Director, Rates and Tariffs
Effective: November 1, 2006

FLORIDA POWER & LIGHT COMPANY

~~First~~ Second Revised Sheet No. 9.670
Cancels ~~Original~~ First Revised Sheet No. 9.670

ECONOMIC DEVELOPMENT RIDER

Service Agreement

- **New Establishment**
- **Existing Establishment with an Expanded Load**

CHECK TYPE OF BUSINESS:
EDR
☐ New Establishment
☐ Expanding Existing Establishment
Large EDR
☐ New Establishment
☐ Expanding Existing Establishment

_____
CUSTOMER NAME

_____
ADDRESS

_____
~~TYPE OF BUSINESS~~

The Customer hereto agrees as follows:

1. To create_____full-time jobs.
2. That the quantity of new or expanded load shall be between _____ ~~Kk~~W and _____ kW of Demand. The Customer's existing load at the location, if applicable, is _____ kW.
3. The ~~nature of this new or expanded load is~~ Customer's anticipated operations or activities fall within the following target industry: _____.
4. In anticipation of receiving delivery of electric service on or about _____, to satisfy its full-time jobs and load commitments within twenty-four months of that date. ~~To initiate service under this Rider on _____ and terminate service under this Rider on _____. This shall constitute a period of five years.~~
5. ~~In case of early termination, the Customer must pay Florida Power and Light Company the difference between the otherwise applicable rate and the payments made, up to that point in time, plus interest.~~ That service under this Rider shall begin when the Customer has satisfied its minimum load commitments. The term of the rider shall be for a period of sixty months.
6. To ~~provide verification that the availability for this Rider is a significant factor in the Customer's location/expansion decision.~~ achieve the load commitments in section 2. above, at least once per year during the term of this Rider.
7. In case of early termination, Florida Power & Light may require ~~If a change in ownership occurs after~~ the Customer to pay the difference between the otherwise applicable rate and the payments made for the 12 months preceding termination. ~~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.~~
8. To provide verification that the availability for this Rider is a significant factor in the Customer's location/expansion decision.
9. If a change in ownership occurs after the Customer contracts for service under this Rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider EDR and continue the schedule of credits.

Signed:_____ Accepted by: _____
FLORIDA POWER & LIGHT COMPANY

Title:_____ Date:_____

Date:_____

Issued by: ~~S. E. Romig, Director, Rates and Tariffs~~Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~March 7, 2003~~

FLORIDA POWER & LIGHT COMPANY

Eleventh Revised Sheet No. 9.700
Cancels Tenth Revised Sheet No. 9.700

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement is made this_____day of_____, _____, by and between_____
(hereinafter called the "Customer"), located at _____ in _____
and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as _____located in _____, Florida.
(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall pay FPL a Contribution in Aid of Construction of $_____(the total Contribution) to cover the differential cost between an underground and an overhead system. This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.

2. That a credit of $_____shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as also shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be $_____.

3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.

4. That the Contribution provides for____/____volt,_____phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.

5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

   If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.

   Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.

   a) The Customer shall furnish FPL a copy of the deed or other suitable document which contains a full legal description and exact name of the legal owner to be used when an easement is prepared, as required by FPL.

   b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.

(Continued on Sheet No. 9.701)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: June 14, 2010

(Continued from Sheet No. 9.700)

c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the Customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, at no cost to FPL, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.

7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:

a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,

b) A construction schedule,

c) An estimate of when electric service will berequired, and

d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plats provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.

8. Prior to FPL construction pursuant to this agreement, the Customer shall:

a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving, and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.

b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.

c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.

d) Provide sufficient and timely advance notice (_____days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.

(Continued on Sheet No. 9.702)

(Continued from Sheet No. 9.701)

e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.

f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies;

g) Provide a meter enclosure and downpipe which meet all applicable codes and FPL specifications and which will accommodate FPL's service cable size and design. These items must be confirmed with FPL prior to purchase. FPL will not be responsible for costs involved in modifying or replacing items which do not meet the above criteria.

9. FPL shall:

a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.

b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.

c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.

10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.

11. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:

For FPL (Date)

Accepted:

Customer (Date)

Witness (Date)

Witness (Date)

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 9.715
Cancels Second Revised Sheet No. 9.715

UNDERGROUND ROAD/PAVEMENT CROSSING AGREEMENT

This Agreement, made this_____day of_____, _____, by and between _____(hereinafter called the Customer) and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WHEREAS the Customer has requested the pre-approval of the location and installation of underground distribution facilities to be located under a dedicated roadbed described as follows:

_____

Project Name_____Phase

WITNESSETH

That, for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall:

a) *Install conduit and cable markers provided by FPL in accordance with the instructions and specifications attached to* this Agreement,

b) provide reasonable notification of the conduit installation date and allow FPL to inspect the conduit installation prior to backfilling the trench created for the underground distribution facility,

c) at the request of FPL, correct any discrepancies found in the installation that are inconsistent with the instructions and specifications attached to this Agreement, or pay FPL the associated cost to correct the installation, and

d) provide survey control points for FPL to stake the road/pavement crossing.

2. FPL shall:

a) provide instructions and specifications for the installation of FPL-provided conduit,

b) provide conduit and cable markers to the Customer for the installation of underground facilities at the specified road/pavement crossing,

c) provide staking for the Customer at the specified road/pavementcrossing,

d) inspect the underground distribution facilities prior to the backfilling of the trench to insure proper installation of said facilities, and

e) apply a credit in the amount of $_____in the event that the Customer has made or has agreed tomake a contribution in aid of construction for other underground distribution facilities associated with this Agreement .

3. This agreement is subject to FPL's General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission.

IN WITNESS WHEREOF the parties hereto have caused the Agreement to be duly executed to be effective as of the day and year first written above:

APPLICANT:	**FPL:**
SIGNED_____	SIGNED_____
NAME_____	NAME_____
TITLE_____	TITLE _____

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.720
Cancels Original Sheet No. 9.720

UNDERGROUND FACILITIES CONVERSION AGREEMENT

This Agreement is made and entered into this _____ day of _____, _____ 20_____, by and between _____ ("Applicant"), with an address of and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the "Conversion"):

_____
_____
_____
_____
_____

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Avoided Storm Restoration Cost ("ASRC") Eligibility Criteria.** The Applicant represents and warrants that it meets, and is capable and willing to enforce, the applicable eligibility criteria for the Conversion.

2. **Contribution-in-Aid-of-Construction (CIAC).** The Applicant shall pay FPL a CIAC as required by FPL's Electric Tariff and Section 25-6.115 of the Florida Administrative Code.

   i. CIAC (excluding ASRC) $_____
   ii. ASRC $_____
   iii. **CIAC Due** $_____

   In the event the actual cost of the Conversion (excluding ASRC) exceeds the estimate, the CIAC (excluding ASRC) shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the CIAC (excluding ASRC) identified above. The ASRC shall also be adjusted accordingly and the Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL's construction standards and FPL will own and maintain the completed facilities. The Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.

4. **Compliance with Tariff.** The Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL's Electric Tariff.

(Continued on Sheet No. 9.721)

(Continued from Sheet No. 9.720)

5. **Timing of Conversion.** Upon compliance by the Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.

6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.

7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.

8. **ASRC Repayment.** If the Applicant does not satisfy the relevant eligibility criteria, the Applicant shall repay the ASRC within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Applicant shall repay FPL a pro-rata share of the ASRC. The pro-rata share (which shall reflect partial years) shall be determined as follows:

   ASRC * [(30 – years since the Underground Facilities completion date) / 30]

   Non-governmental-Applicants shall provide, at the time of execution of this Agreement, either a surety bond or irrevocable bank letter of credit (the "Security Instrument") in a form acceptable to FPL evidencing ability to repay the ASRC. This Security Instrument shall remain in effect until such time as all customers within the Conversion Area are converted. The Applicant may provide either an amended or replacement Security Instrument in a form acceptable to FPL at any time to reflect the pro-rata adjustments to the ASRC amount. If, upon notice of cancellation or prior to expiration of the Security Instrument, a replacement Security Instrument in a form acceptable to FPL is not provided by the Applicant to FPL, FPL will require the third party issuing the Security Instrument to pay the full balance due in accordance with this Agreement in cash.

9. **Termination Prior to the Conversion Completion.** Failure by the Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Applicant will be refunded to the Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.

10. **Assignment.** The Applicant shall not assign this Agreement without the written consent of FPL.

11. **Adoption and Recording.** This Agreement shall be adopted by the Applicant and maintained in the official records of the Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.

12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Applicant and FPL, the terms of this Agreement shall control.

(Continued on Sheet No. 9.722)

13. **Applicability.** This subpart applies to requests for underground facilities addressing the conversion of existing overhead facilities. In order for the Company to take action pursuant to a request for conversion:
    a. the conversion area must be at least two contiguous city blocks or 1,000 feet in length;
    b. all electric services associated with the existing overhead primary lines must be part of the conversion;
    c. all overhead distribution facilities (hardened & non-hardened) associated with the fused overhead lines within the scope of the project must be part of the conversion;
    d. all other existing overhead utility facilities (e.g. telephone, CATV, etc.) must also be converted to underground facilities.

IN WITNESS WHEREOF, FPL and the Applicant have executed this Agreement on the date first set forth above.

APPLICANT

Signed_____

Name_____

Title _____

Signed_____

Name_____

Title_____

Approved as to Terms and Conditions (if required by Applicant)

Signed_____

Name_____

Title _____

Approved as to Form and Legal Sufficiency (if required by

Applicant) Signed_____

Name_____

Title _____

FPL

Signed_____

Name_____

Title _____

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 9.730
Cancels Second Revised Sheet No. 9.730

Long-Term Rental Agreement for
Distribution Substation Facilities

This Agreement is made this_____day of_____, _____, by and between_____(hereinafter called the "Customer"), located at_____in_____, Florida, and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called the "Company").

WITNESSETH:

WHEREAS, the Customer has requested to rent from the Company certain distribution substation facilities consisting in summary of _____
_____
hereinafter collectively called the "Facilities") located at _____
for the purpose of_____and

WHEREAS, the Company is willing to rent such Facilities upon the terms and conditions specified herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. In order to be eligible for service under this Agreement, the Customer agrees to rent distribution substation facilities from the Company. If a Customer is currently renting distribution substation facilities under a Facilities Rental Agreement (Tariff Sheet Nos. 9.750 and 9.751), the Customer may enter into this Agreement for the rental of distribution substation facilities, but not for other distribution facilities.

2. The Company will make the Facilities available to Customer on terms consistent with this Agreement, provided, the Company will continue to own, operate and maintain the Facilities.

3. As consideration for making the Facilities available to Customer, Customer shall pay to the Company a monthly rental charge calculated by multiplying the in-place value of the Facilities, as determined pursuant to Paragraphs 4 and 5 of this Agreement, by the applicable Monthly Rental Factor set forth in Tariff Sheet No. 10.015 (Appendix A), attached hereto and made a part of this Agreement, or any successor or substitute schedule which may become effective by filing with or otherwise approved by the Florida Public Service Commission (hereinafter called the "Commission"). Based on the in-place value of the Facilities and the Monthly Rental Factor in effect at the initiation of this Agreement, the monthly charge for the rental of Distribution Substation Facilities to be paid by Customer to the Company is $_____. This monthly rental charge may change from time to time upon modification of either or both the Monthly Rental Factor set forth on Appendix A (or any successor or substitute schedule) or the in-place value of the Facilities in accordance with Paragraph 5.

(Continued on Sheet No.9.731)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: October 6, 2009

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.731
Cancels First Revised Sheet 9.731

(Continued from Sheet No. 9.730)

4. The in-place value of the Facilities is $_____. This initial in-place value of the Facilities is based upon the agreed replacement cost of the Facilities as set forth on Appendix B, which is attached to and made a part of this Agreement. Regardless of the initial in-place value of the Facilities shown on Appendix B, the in-place value of the Facilities may change consistent with the terms and conditions of Paragraph 5.

5. Changes in the in-place value of the Facilities shall alter the monthly rental charges set forth in Paragraph 3 and such changes shall be utilized in the calculation of any applicable Termination Fee as specified in Paragraph 6; however, changes in the in-place value of the Facilities shall not otherwise alter the terms of this Agreement. Changes in the in-place value of the Facilities shall be made as follows and shall be memorialized on a revised Appendix B:

   a. When mutually agreed, additional facilities (hereinafter called "Additional Facilities") may be installed and the in-place value set forth in Paragraph 4 shall be increased by the installed cost of such Additional Facilities.

   b. When mutually agreed, a portion of the Facilities or Additional Facilities may be removed and the in-place value set forth in Paragraph 4 shall be adjusted to reflect such changes. The Company may require a contribution by the Customer to compensate for the undepreciated portion of the Facilities or Additional Facilities to be removed, less salvage, plus removal costs.

   c. When requested by the Customer, and when mutually agreed, the Facilities or Additional Facilities may be modified by the Company. In the event of such a modification, the in-place value set forth in Paragraph 4 will be adjusted in accordance with the procedures stated in Paragraphs 5a and 5b, above.

   d. When the Facilities or Additional Facilities are replaced or modified at the Company's option, no change in the in-place value will be made.

   e. After the Initial Term and upon each successive five (5) year extension (as such is set forth in Paragraph 6), the in-place value set forth in Paragraph 4 shall be adjusted to reflect the net-book value of the Facilities. In addition, if Facilities are replaced due to mechanical and/or electrical failure at any time after the Initial Term, the in-place value set forth in Paragraph 4 will be increased by the installed cost of such replacement facilities and reduced by the previously established in-place value of the replaced facilities.

6. The term of this Agreement (the "Initial Term") shall be 20 years, and thereafter this Agreement will continue in effect for successive five (5) year periods (each such five (5) year period an "Extension") unless terminated by either party upon ninety (90) days' advanced written notice. If Customer elects to terminate this Agreement during the Initial Term or prior to the end of any Extension, Customer shall be responsible for, and shall pay to the Company, a Termination Fee calculated in accordance with Tariff Sheet No. 10.015, set forth as Appendix A, as currently approved or as may be modified from time to time by the Commission.

7. On the termination of this Agreement, and in the event that the Customer fails to make rental payments in a timely fashion, then and in each of those events, at the option of the Company, the Facilities may be removed by the Company.

8. This Agreement may be assigned only with the prior written consent of the Company.

(Continued on Sheet No. 9.732)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: October 6, 2009

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 9.732
Cancels Second Revised Sheet No. 9.732

(Continued from Sheet No. 9.731)

9. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Customer shall indemnify, hold harmless and defend the Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, or growing out of, the transmission and use of electricity on the Customer's side of the point of delivery as such term is defined in Rule 2.3 of the Company's "General Rules and Regulations for Electric Service."

10. This Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained and, when duly executed, this Agreement constitutes the entire Agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

Charges and Terms Accepted:

_____
Customer (Print or type name ofOrganization)

By:_____
Signature (Authorized Representative)

_____
(Print or type name)

Title:_____

FLORIDA POWER & LIGHT COMPANY

By:_____
(Signature)

_____
(Print or type name)

Title:_____

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: December 2, 2004

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.733
Cancels Original Sheet No. 9.733

APPENDIX B

Description of Rented Distribution Substation Facilities

Issued By: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

Sixth Revised Sheet No. 9.750
Cancels Fifth Revised Sheet No. 9.750

FACILITIES RENTAL SERVICE AGREEMENT

This Agreement made this_____day_____, _____ by and between_____(hereinafter called the Customer) located at_____in_____, Florida and Florida Power & Light Company, a corporation, organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH

WHEREAS, the Customer has requested to rent from the Company certain electric facilities described in the document attached and made a part of this Agreement hereinafter referred to as the "facilities" located At _____ _____ ___ _____and, used for the purpose of_____.

WHEREAS, the Company is willing to rent such facilities upon the terms and conditions specified herein,

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Company will provide, install or otherwise make available, own, operate and maintain the facilities described in this Agreement.

2. The Customer shall pay to the Company, as consideration for furnishing the facilities, a charge in accordance with the Company's Contract Provisions - Various (Facilities Rental Service) in its Electric Tariff and any successor or substitute schedule, as changed, modified, or supplemented from time to time by a legal effective filing of the Company with or by order of the Florida Public Service Commission.

3. The in-place value of rental facilities will be based upon the agreed replacement cost of the facilities. However, when the in-place value has been previously established in an existing Rental Agreement, the in- place value of this Agreement will be based on that previously determined value, subject to the terms and conditions in Paragraph 6.

4. The in-place value of the facilities is $_____. The in-place value of this Agreement may change from time to time in accordance with the provisions in Paragraph 6. The Monthly Rental Fee and the Monthly Maintenance Payment below are based upon the rates in effect at the time of this agreement. These charges are subject to change and adjustment pursuant to FPL's rate schedule or any successive Facilities Rental Services contained on FPL's tariff sheet number 10.010 as approved by the Florida Public Service Commission. The Customer has elected to pay for these facilities in this Agreement by either paying:

   a. Monthly Rental Fee of $_____and Monthly Maintenance Payment of $_____.

   or

   b. Lump Sum Rental Payment of $_____and Lump Sum Maintenance Payment of $_____.
   (one-time payment) (payable every five (5) years)

   or

   c. Lump Sum Rental Payment of $_____and Monthly Maintenance Payment of $_____.
   (one-time payment)

(Continued on Sheet No. 9.751)

(Continued from Sheet No. 9.750)

5. The term of this Agreement shall be:

Five (5) years from the service date, and the term shall continue thereafter to be in effect from month to month until terminated by either party upon ninety (90) days written notice.

Any addition to existing facilities, as provided in Paragraph 6, may require a new term of five years based on the changes in the facilities' in-place value.

6. Valuation of changes in facilities shall be as follows:

a. When mutually agreed upon, additional facilities may be installed, and the in-place value in Paragraph 4 increased by the installed cost of the additional facilities.

b. When mutually agreed upon, a portion of the existing facilities may be removed and the in-place value in Paragraph 4 shall be adjusted to reflect such changes. For Customers paying a monthly rental fee, the Company may require a contribution by the Customer to compensate for the undepreciated portion of the facilities to be removed, less salvage, plus removal costs. This option is available only for Customers paying a monthly rental fee.

c. When requested by the Customer, and when mutually agreed upon, existing facilities may be modified by the Company. The in-place value in Paragraph 4 will be adjusted in accordance with the procedures stated in 6a and 6b above.

d. When facilities are replaced due to mechanical and/or electrical failure, the in-place value in Paragraph 4 will be increased by the installed cost of the replacement facilities and reduced by the previously established in- place value of the replaced facilities.

e. When facilities are replaced or modified at the Company's option and not as provided in Paragraphs 6 a. through 6 d. for Customers paying either a monthly rental fee or a lump sum, no change in the in-place value will be made.

f. In those instances, where upon mutual agreement between the Company and the Customer, when the Customer is transferring from a monthly rental to a lump sum, the in-place valuation of the facilities may be adjusted to reflect the undepreciated value of the facilities.

7. This Agreement may be assigned only with the prior written consent of the Company.

8. On the termination of this Agreement, and in the event that the Customer fails to make rental payments in a timely fashion, then and in each of those events, at the option of the Company, the Facilities may be removed as soon as practicable by the Company. Customer agrees to pay all costs of collecting any amounts due under this agreement, including Company's reasonable attorney's fee if said amounts are not paid when due.

9. Should the Customer fail to keep and perform any of the agreements and conditions of this Agreement, or should an execution or attachment be levied upon the rental facilities, or should the Customer execute an assignment for the benefit of creditors or file a voluntary petition in bankruptcy, or should an order for relief be entered in an involuntary bankruptcy filed against Customer, or should proceedings for the appointment of a receiver be commenced in any Court against the Customer, then the Company may without any previous notice or demand terminate this Agreement and take possession of and remove the rental facilities without any liability whatever to the Customer, and for that purpose may enter upon any premises where the rental facilities is located; but no such termination of this Agreement shall relieve the Customer from liability for damages for the breach of any of the covenants and conditions herein contained. The Customer agrees to protect the Company, its agents and representatives, against all claims for damages for any trespass that may be committed in recovering the rental facilities. If this Agreement is terminated by Customer, then all rent and other charges due and to become due hereunder shall be deemed accelerated and shall be immediately due and payable in full, and, in addition, Customer shall

(Continued on Sheet No.9.752)

(Continued from Sheet No. 9.751)

promptly pay Company upon demand the amount of all collection costs and all costs to recover and remove the property hereby leased incurred by Lessor, including reasonable attorney's fees and costs.

10. It is further understood and agreed that nothing herein contained shall vest any title, legal or equitable, in the rental facilities in the Customer. And it is understood that the fixing of the rental facilities to the premise of the Customer shall not change or affect the character of the rental facilities as the personal property of the Company nor relieve the Customer from the conditions and provisions of this Agreement.

11. The Company agrees to maintain the rental facilities in good operating condition during the term of this Agreement. The Customer agrees to indemnify the Company against any damage to the rental facilities resulting from any willful misuse of the same by the Customer or from its negligence. The Customer further agrees that it will use reasonable diligence to protect the rental facilities from any damage.

12. This Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when duly executed, this Agreement constitutes the entire Agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed in triplicate the day and year first above written.

Charges and Terms Accepted:

_____
Customer (Print or type name of Organization)

By:_____
Signature (Authorized Representative)

_____
(Print or type name)

Title:_____

FLORIDA POWER & LIGHT COMPANY

By:_____
(Signature)

_____
(Print or type name)

Title:_____

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.760
Cancels Original Sheet No. 9.760

ELECTRIC SERVICE AND METER SOCKET REQUIREMENTS

APPLICANT_____Current FPL Account No._____

MAILING ADDRESS_____CITY, ZIP CODE

SERVICE ADDRESS/LEGAL DESCRIPTION_____

PHONE (WEEKDAYS)_____DATE

FPL is pleased to advise that electric service for your proposed_____will be available from our distribution facilities as shown on the sketch below. We understand you are requesting _____Overhead_____Underground,_____volts,_____phase service. The items checked below and receipt by our representative of the white copy of this form with your signature acknowledging your receipt, are required before FPL provides electric service.

Payment: (Check or Money Order)

- Construction/Temporary Service Charge: $_____
- Security Deposit for Construction/Temporary Service: $_____
- Underground/Overhead Differential Charge for Permanent Service: $_____
- Line Extension Construction in Aid of Construction (CIAC): $_____

TOTAL: $_____

☐ Tree Trimming & Clearing:_____Feet Each Side of Proposed Line.

☐ Installation of Meter Socket & Downpipe/ Weather head according to FPL Specifications (see checklist on reverse side of this sheet)

☐ Install eyebolt (for FPL to attach wires to)

☐ Configuration_____Meter Socket*

*Meter enclosure must be approved for use in FPL service area. Current list of approved enclosures available upon request. Socket configurations are shown on reverse side of this form.

☐ Site Plan • Electrical Load Information/Plans.

☐ Easement for FPL Facilities/Legal Description of Property

☐ Contact FPL___days before Certificate of Occupancy concerning Application/Security Deposit for permanent service.

☐ Final City/County Electrical Inspection

☐ $_____Security Deposit ☐ is required before will billed after permanent service provided.

☐ Other_____

For overhead service, minimum attachment height is to be 12 feet above grade. For underground service, minimum cover is to be 24 inches (maximum 36 inches). FPL specifications and requirements must be adhered to and are available upon request. Upon timely completion of the above required items and agreement between you and our Representative, service may be provided approximately the week of _____or as mutually agreed upon. Changes to type service requested, failure to comply with above requirements, or delays to FPL's construction schedule may affect proposed date of service.

(Continued on Sheet No.9.761)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.761
Cancels First Revised Sheet No. 9.761

(Continued from Sheet No. 9.760)

"SERVICE LOCATION SKETCH"

INDICATE NORTH

Please sign on the line provided below, retain Part 2 (canary copy) return Part 1 (white) to FPL.

RECEIPT IS HEREBY ACKNOWLEDGED:

MAKE INQUIRIES TO:

APPLICANT DATE

TITLE (IF CORPORATION)

BY (OTHER THAN APPLICANT)

(Continued on Sheet No.9.762)

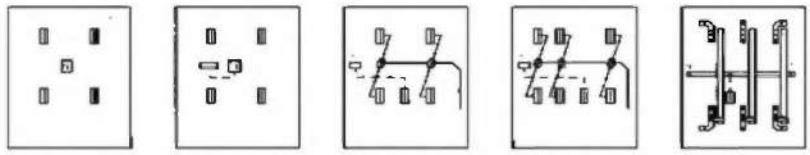
Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.762
Cancels Original Sheet No. 9.762

(Continued from Sheet No. 9.761)

SOCKET BLOCK CONFIGURATIONS



GENERAL NOTES ON SOCKET BLOCK CONFIGURATIONS

Configuration *#1 - Primarily residential applications. Limited to 200 amp **demand.** (See Note #1*)

Configuration *#2 - Modification of Configuration #1 **by** adding a 5th terminal in the 9 o'clock position. To be used with network meters. Limited **to** 200 amp **demand.** (See Note#1)

Configuration #3 - For one phase or network service requiring bypass device. Limited to 200 amp **demand.** (See Note #2)

Configuration #4 - For three phase service. Limited to 200 amp **demand.** (See Note#2)

Configuration #5 - For one or three phase service. Limited to **400** amp **demand.**

Note #1 - May be used for very small commercial applications, such as bill boards and parking lot lights.
Note #2 - All three phase and all commercial installations shall have a meter socket with the approved bypass jaw tension/release device (excluding Configuration **#5** applications and commercial applications referred to in Note #1).

METER ENCLOSURE INSTALLATION CHECKLIST (for further details, refer to FPL Electric Service Standards)

Meter enclosure is on FPL's current list of approved enclosures and is approved by FPL representative before installation. Enclosure is U/L approved with catalog number stamped on the enclosure.

Enclosure is mounted securely to wall using four mounting bosses. Enclosure is level in both the vertical and horizontal planes. Enclosure is mounted so that center of the meter is 5'0' to 6'0' above final grade. For free standing installations (such as pumps), the minimum height may be reduced to 3'0'.

Enclosure cover is in place, sealable, and free of dirt, stucco, etc. Inside is free of debris, paint, overspray, etc.

If more than one enclosure at this location, all meter cans and their covers are marked (address or unit number) with permanent marker or paint.

All lugs, if applicable, for both load and line side, have been installed by customer (FPL conductors, if any, will be connected by FPL, on top). Customer's service entrance conductors are terminated in the enclosure (bottom). Washers are installed between the nut and the lug, **not** between the lug and the block.

For 120/240 volt, 3 phase, the hi-leg (208v to ground) is connected to the right position **(not the center)** in the enclosure.

(Continued on Sheet No. 9.763)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2003

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.763
Cancels First Revised Sheet No. 9.763

(Continued from Sheet No. 9.762)

Riser Installation Checklist (For "downpipes" housing FPL #1/0 or #4/0 TPX Service Cable)

Service riser must be two (2) inches inside diameter and may be galvanized, IMC or PVC. EMT may not be used. If schedule 40 PVC is used, a portion of the riser and the first attached bend at the bottom of the riser must be encased in two (2) inches of concrete from twelve (12) inches below final grade to twelve (12) inches above final grade. Concrete encasement is not required if schedule 80 PVC is utilized for both the riser and first attached bend. Riser pipe is customer provided and installed. FPL will supply and install the bend. The customer may install the FPL provided schedule 80 bend if they desire.

With FPL approval, slight variances in customer's down pipe size may be accepted if suitable adaptable fittings are also provided by the customer, e.g. two and one-half (2 ½) inch down pipe is acceptable if an adapter to FPL two (2) inch conduit is provided.

Down pipes do not enter the center of an enclosure. Customer load wires exit on opposite side from down pipe or from the center of the enclosure. If two load conduits are used, they are kept to one side (opposite side from down pipe) of enclosure allowing space for FPL's cables.

Down pipes may extend below final grade and the attached bend must be aimed towards the source of FPL service. Centerline of the finished down pipe and bend, when aimed at the source of FPL service, will be no less than twenty-four (24) inches below final grade, and no more than thirty (30) inches below final grade. For a permanent structure such as a patio or A/C slab located at the base of the down pipe, a 24" radius, 90 degree bend must be installed by the customer (provided by FPL) and conduit must be extended twenty-four (24) inches beyond the structure (slab), is plugged at the end and is left exposed (uncovered).

Down pipes are securely strapped to the wall at two places - near the enclosure and near final grade.

FPL trench line is within six (6) inches of final grade, clear of below grade debris and other obstructions (mounds of dirt, paving, landscaping, sodding, debris, building materials, machinery, tree stumps, sprinkler systems, large rocks, etc.)

Grounding bushing installed where metallic down pipe enters enclosure through concentric or eccentric knockout.

FLORIDA POWER & LIGHT COMPANY

~~Eighth~~ Nineth Revised Sheet No. 9.770
Cancels ~~Seventh~~ Eighth Revised Sheet No. 9.770

FLORIDA POWER & LIGHT COMPANY UTILITY EASEMENT (INDIVIDUAL)

Prepared by:
Name: _____
Street Address: _____
City, State, Zip Code: _____

Return to:
Florida Power & Light Company
_____
_____

Sec. ____, Twp ____, Rge ____
Parcel ID# _____(Required) [Reserved for Circuit Court]

The undersigned ("Grantor(s)"), in consideration of the payment of ~~$1.00~~10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), with a mailing address of 700 Universe Blvd., Juno Beach, Florida 33408 , a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described ~~as follows See~~ on Exhibit "A" attached hereto and made a part hereof ("Easement Area").

Together with the right ~~to permit any other person, firm, or corporation~~ for FPL to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with utility service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent ~~the undersigned~~ Grantor(s) has the power to grant, if at all, the rights ~~hereinabove granted on the Easement Area heretofore described~~ of ingress and egress, over, along, ~~under~~ and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, Grantor(s) has/have signed and sealed this easement on _____ day of _____ 20_____.

Signed, sealed and delivered in the presence of:

Grantor(s):

_____

Witness Signature
Witness Print Name:
Post Office Address:

Grantor Signature
Print Name:
Post Office Address:

_____

_____

_____

Witness Signature
Witness Print Name:
Post Office Address:

Grantor Signature
Print Name:
Post Office Address:

_____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__ by _____ and _____ who is/are ☐ personally known to me **OR** ☐ produced _____ as identification, and who did (did not) take an oath.

(NOTARIAL SEAL)

_____

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

~~(Continued on Sheet No. 9.771)~~

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~October 2, 2023~~

FLORIDA POWER & LIGHT COMPANY

~~Eighth~~ Nineth Revised Sheet No. 9.771
Cancels ~~Seventh~~ Eighth Revised Sheet No. 9.771

~~(Continued from Sheet No. 9.770)~~

~~IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____.~~

~~Signed, sealed and delivered in the presence of:~~

~~By: _____~~

~~(Witness' Signature)~~ ~~Print Name: _____~~

~~Print Name: _____~~ ~~Print Address: _____~~

~~(Witness)~~

~~Print Address: _____~~

~~(Witness' Signature)~~ ~~By: _____~~

~~Print Name _____~~

~~(Witness)~~ ~~Print Address: _____~~

~~Print Address: _____~~

~~STATE OF FLORIDA~~
~~COUNTY OF _____~~

~~The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, and _____ [] who is (are) personally known to me or [] has (have) produced _____ as identification or by means of [] physical presence or [] online notarization, and who did (did not) take an oath.~~

~~And~~

~~Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this day of _____, _____, by _____.~~

~~Notary Public, State of Florida~~

~~Print Name of Notary Public~~

~~My Commission Expires: _____~~ ~~Commission Number: _____~~

RESERVED FOR FUTURE USE

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~October 2, 2023~~

FLORIDA POWER & LIGHT COMPANY

~~Third~~ Fourth Revised Sheet No. 9.773
Cancels ~~Second~~ Third Revised Sheet No. 9.773

FLORIDA POWER & LIGHT COMPANY UTILITY UNDERGROUND EASEMENT (INDIVIDUAL)

Prepared by:
Name: _____
Street Address: _____
City, State, Zip Code: _____

Return to:
Florida Power & Light Company
_____
_____

Sec. _____, Twp _____, Rge _____
Parcel ID# _____ (Required) [Reserved for Circuit Court]

The undersigned ("Grantor(s)"), in consideration of the payment of $~~1.00~~10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), with a mailing address of 700 Universe Blvd., Juno Beach, FL 33408, a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described ~~as follows: See~~ on Exhibit "A" attached hereto and made a part hereof (Easement Area").

Together with the right ~~to permit any other person, firm, or corporation~~ for FPL to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes; in connection with utility service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent ~~the undersigned~~ Grantor(s) has the power to grant, if at all, the rights ~~hereinabove granted on the Easement Area,~~ of ingress and egress over, along, ~~under~~ and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, Grantor(s) has/have signed and sealed this easement on _____ day of _____ 20_____.

Signed, sealed and delivered in the presence of:

Grantor(s):

_____
Witness Signature — Grantor Signature
Witness Print Name: — Print Name:
Post Office Address: — Post Office Address:

_____
Witness Signature — Grantor Signature
Witness Print Name: — Print Name:
Post Office Address: — Post Office Address:

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__ by _____ and _____ who is/are ☐ personally known to me **OR** ☐ produced _____ as identification, and who did (did not) take an oath.

(NOTARIAL SEAL)

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

~~(Continued on Sheet No. 9.774)~~

Issued by: Tiffany Cohen, ~~Director, Rates and Tariffs~~VP Financial Planning and Rate Strategy
Effective: ~~April 20, 2021~~

FLORIDA POWER & LIGHT COMPANY

~~Second~~ Third Revised Sheet No. 9.774
Cancels ~~First~~ Second Revised Sheet No. 9.774

~~(Continued from Sheet No. 9.773)~~

~~IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, _____.~~

~~Signed, sealed and delivered in the presence of:~~

~~By: _____~~

~~_____~~
~~(Witness' Signature)~~ ~~Print Name: _____~~

~~Print Name _____~~
~~(Witness)~~ ~~Print Address: _____~~

~~Print Address: _____~~

~~_____~~
~~(Witness' Signature)~~ ~~By: _____~~

~~Print Name _____~~
~~(Witness)~~ ~~Print Name: _____~~

~~Print Address: _____~~ ~~Print Address: _____~~

~~STATE OF FLORIDA~~
~~COUNTY OF _____~~

~~The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, and _____ [] who is (are) personally known to me or [] has (have) produced _____ as identification or by means of [] physical presence or [] online notarization, and who did (did not) take an oath.~~

~~And~~

~~Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this day of _____, _____, by _____.~~

~~_____~~
~~Notary Public, State of Florida~~

~~_____~~
~~Print Name of Notary Public~~

~~My Commission Expires: _____~~ ~~Commission Number _____~~

RESERVED FOR FUTURE USE

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~October 2, 2023~~

FLORIDA POWER & LIGHT COMPANY

~~Fifth~~ Sixth Revised Sheet No. 9.775
Cancels ~~Fourth~~ Fifth Revised Sheet No. 9.775

FLORIDA POWER & LIGHT COMPANY UTILITY EASEMENT (BUSINESS)

Prepared by:
Name: _____
Street Address: _____
City, State, Zip Code: _____

Return to:
Florida Power & Light Company
_____
_____

Sec. _____, Twp _____, Rge _____
Parcel ID# _____ (Required) [Reserved for Circuit Court]

The undersigned ("Grantor"), in consideration of the payment of $10.00~~1.00~~ and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), with a mailing address of 700 Universe Blvd., Juno Beach, Florida 33408 a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described ~~as follows: See~~ on Exhibit "A" attached hereto and made a part hereof ("Easement Area").

Together with the ~~right to permit any other person, firm, or corporation~~ for FPL to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with utility service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent ~~the undersigned~~ Grantor has the power to grant, if at all, the rights ~~hereinabove granted on the Easement Area heretofore described,~~ of ingress and egress over, along, ~~under~~ and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, Grantor has signed and sealed this easement on _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of:

Grantor:
[Insert Name of Business Entity]

_____
By: _____
(Grantor's Signature)

Witness Signature _____
Print Name: _____
Post Office Address: _____

Print Name: _____
Print Title: _____
Post Office Address: _____

_____
Witness Signature _____
Print Name: _____
Post Office Address: _____
_____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by _____ as _____ of _____, a _____, on behalf of the _____, ☐ who is personally known to me **OR** ☐ has produced _____ as identification, and who did (did not) take an oath.

_____ (NOTARIAL SEAL)
_____

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

~~(Continued on Sheet No. 9.776)~~

Issued by: Tiffany Cohen, ~~Director, Rates and Tariffs~~VP Financial Planning and Rate Strategy
Effective: ~~April 20, 2021~~

FLORIDA POWER & LIGHT COMPANY

~~Sixth~~ Seventh Revised Sheet No. 9.776
Cancels ~~Fifth~~ Sixth Revised Sheet No. 9.776

~~(Continued from Sheet No. 9.775)~~

~~IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, _____.~~

~~Signed, sealed and delivered in the presence of:~~

~~By: _____~~

_____

~~(Witness' Signature)~~ ~~Print Name: _____~~

~~Print Name _____~~ ~~Print Address: _____~~

~~(Witness)~~

~~Print Address: _____~~

_____

~~(Witness' Signature)~~

~~Print Name _____~~

~~(Witness)~~

~~Print Address: _____~~

~~STATE OF FLORIDA~~
~~COUNTY OF _____~~

~~The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, and _____ [ ] who is (are) personally known to me or [ ] has (have) produced _____ as identification or by means of [ ] physical presence or [ ] online notarization, and who did (did not) take an oath.~~

~~And~~

~~Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this day of _____, _____, by _____.~~

_____

~~Notary Public, State of Florida~~

_____

~~Print Name of Notary Public~~

~~My Commission Expires: _____~~ ~~Commission Number _____~~

RESERVED FOR FUTURE USE

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~October 2, 2023~~

FLORIDA POWER & LIGHT COMPANY

~~Fourth~~ Fifth Revised Sheet No. 9.778
Cancels ~~Third~~ Fourth Revised Sheet No. 9.778

FLORIDA POWER & LIGHT COMPANY UTILITY UNDERGROUND EASEMENT (BUSINESS)

Prepared by:
Name: _____
Street Address: _____
City, State, Zip Code: _____

Return to:
Florida Power & Light Company
_____
_____

Sec. _____, Twp _____, Rge _____
Parcel ID# _____ (Required) [Reserved for Circuit Court]

The undersigned ("Grantor"), in consideration of the payment of $~~1.00~~10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), with a mailing address of 700 Universe Blvd., Juno Beach, Florida 33408, a non- exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described ~~as follows: See~~ on Exhibit "A" attached hereto and made a part hereof ("Easement Area").

Together with the right ~~to permit any other person, firm, or corporation~~ for FPL to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with utility service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent ~~the undersigned~~ Grantor has the power to grant, if at all, the rights ~~hereinabove granted on the Easement Area~~of ingress and egress, over, along, ~~under~~ and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, Grantor has signed and sealed this easement on _____ day of _____, 20____.

Signed, sealed and delivered in the presence of:

Grantor:
[Insert Name of Business Entity]

_____
Witness Signature
Witness Print Name:
Post Office Address:

By: _____
Print Name:
Print Title:
Post Office Address:

_____
Witness Signature
Witness Print Name:
Post Office Address:

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by _____ as _____ of _____, a _____, on behalf of the _____. ☐ who is personally known to me **OR** ☐ has produced _____ as identification, and who did (did not) take an oath.

(NOTARIAL SEAL)

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires: _____

~~(Continued on Sheet No. 9.779)~~

Issued by: ~~S. E. Roming, Director, Rates and Tariffs~~Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~June 4, 2013~~

FLORIDA POWER & LIGHT COMPANY

Fourth ~~Third~~ Revised Sheet No.9.779
Cancels ~~Second~~ Third Revised Sheet No. 9.779

~~(Continued from Sheet No. 9.778)~~

~~IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on_____, _____.~~

~~Signed, sealed and delivered in the presence of:~~

~~By:_____~~

~~_____~~

~~(Witness' Signature)~~ ~~Print Name:_____~~

~~Print Name_____~~

~~(Witness)~~

~~Print Address:_____~~

~~_____~~

~~(Witness' Signature)~~

~~Print Name_____~~

~~(Witness)~~

~~Print Address_____~~

~~STATE OF FLORIDA~~
~~COUNTY OF_____~~

~~The foregoing instrument was acknowledged before me this_____day of_____, _____, by_____, and_____[ ] who is (are) personally known to me or [ ] has (have) produced_____as identification or by means of [ ] physical presence or [ ] online notarization, and who did (did not) take an oath.~~

~~And~~

~~Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this day of_____,~~

~~_____, by_____.~~

~~_____~~
~~Notary Public, State of Florida~~

~~_____~~
~~Print Name of Notary Public~~

~~My Commission Expires:_____~~ ~~Commission Number_____~~

RESERVED FOR FUTURE USE

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~October 2, 2023~~

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 9.780
Cancels Third Revised Sheet No. 9.780

FPL ACCOUNT No. _____

FPL PREMISE No. _____

MOMENTARY PARALLEL OPERATION INTERCONNECTION AGREEMENT

This Agreement is made this_____day of_____, _____by and between _____(hereinafter called "the Customer"), located at_____in _____, Florida and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called "FPL").

WITNESSETH:

WHEREAS, the Customer has requested that electric service requirements for the customer's load be supplied or supplemented from the Customer's generation during periods of outages of power ordinarily supplied by FPL, which condition requires the Customer's generation to operate momentarily in parallel with FPL' system to enable the Customer to transfer its load from FPL's source to the Customer's generation in order to continue the uninterrupted flow of power to the Customer's load; and

WHEREAS, a Non-Export Parallel Operator (NPO) is a generating system that runs in parallel with the Company, which is primarily intended to offset part, or all, of a Customer's existing electricity requirements, but never exports power into the Company's supply grid.

WHEREAS, FPL is willing to permit or to continue to permit such momentary parallel operation under the terms and conditions specified herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. Attached hereto as Appendix A are FPL's guidelines to the Customer delineating momentary interconnection requirements. The Customer must comply with these guidelines; however, such compliance does not constitute FPL approval of a proposed interconnection design.

2. The Customer must submit an application for permission to momentarily parallel with FPL's system (a sample application is attached hereto as Appendix B), and thereafter obtain specific and final approval from FPL of the proposed interconnection design.

3. The Customer shall be required to pay any costs deemed by FPL to be extraordinary (when compared to the guidelines in Appendix A) and related to review and approval or disapproval of the design and construction, as well as inspection and operation, of the interconnection facilities. These costs may also include installation and operation and maintenance related to any equipment required to affect a proper interconnection, both at the location of the Customer's generation and at locations on FPL's system.

4. The design requirements of the Customer interconnection configuration and equipment shall be implemented in a manner which minimizes any potential negative impacts on FPL's customers,personnel and equipment.

5. The interconnection between FPL's system and the Customer's generation (NPO) shall be at distribution voltage levels (i.e., below 69kV). Service must be three-phase, 60 hertz at the available standard distribution voltage level(s). All service supplied by FPL shall be furnished through one metering point.

6. The Customer shall install, at the Customer's expense, a manual disconnect switch of the visible load break type (or some other disconnect mechanism mutually agreed to by the Customer and the Company) to provide a separation point between the self-contained electrical meter or the meter's current transformers and the point where the NPO connects to the Customer's system or the Customers main disconnect such that back feed from the NPO to the Company's utility system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to the Company and capable of being locked in the open position with a Company padlock. When locked and tagged in the open position by the Company, this switch will be under the control of the Company.

(Continued on Sheet No. 9.781)

(Continued from Sheet No. 9.780)

7. The Customer shall operate and maintain its interconnection facilities in a safe and reliable manner and shall immediately notify FPL in the event of any hazardous or unsafe condition(s).

8. The parallel operation time between FPL's system and the NPO shall not exceed 100 milliseconds under normal transfer operations, and not exceed 215 milliseconds during any malfunctions of a normal transfer operations.

9. The NPO shall be promptly disconnected from FPL's system upon request of FPL and automatically through the operation of protective equipment.

10. The Customer shall provide FPL an annual test (certified by a registered engineer licensed in the State of Florida) report of the overlapping transfer time. Failure to pass the annual test may result in disconnection of power and void this Agreement.

11. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, at least fifteen (15) days prior to the commencement of construction of the interconnection facilities, the Customer shall procure, or cause to be procured, a commercial general liability insurance policy, including, but not limited to, broad form contractual liability coverage and Products/Completed Operations Liability Coverage for the benefit of FPL, its parent, subsidiaries and any company of FPL Group Inc., and their respective officers, directors, employees, agents and contractors ("FPL Entities") for the term of this Agreement and for all liabilities which might arise under, or in the performance or nonperformance of, this Agreement.

12. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the policy(ies) shall be in a minimum limit of $1,000,000 per occurrence, combined single limit, for bodily injury (including death) or property damage. FPL Entities shall be designated as either named insured or an additional named insured, and the policy(ies) shall be endorsed to be primary to any insurance which may be maintained by or on behalf of FPL Entities. The Customer shall provide evidence of the minimum coverage by providing ACORD or other certificate of insurance acceptable to FPL before any work under this Agreement begins. In the event of the Customer's failure to provide evidence of minimum coverage of insurance, FPL's failure to request evidence of such shall not release the Customer from its obligation to maintain the minimum coverage specified in this Section 11. The commercial general liability insurance policy(ies) shall not be cancelled or materially altered without at least thirty (30) days advance written notice to FPL.

13. Governmental entities authorized under Florida or federal law to be self-insured, in lieu of providing evidence of adequate commercial insurance, have the option of providing to the Company evidence that the applicant has established an adequate self-insurance plan to cover the obligations of indemnification referenced herein; and shall, upon request, provide such other information as the Company may deem necessary and relevant. The self-insurance plan shall not be cancelled or materially altered without at least thirty (30) days advance written notice to FPL.

14. In addition to the minimum coverage outlined above, the various commercial general liability insurance policies are subject to FPL's approval and, upon request, the Customer shall make certified copies of these various general liability insurance policies, and/or information regarding the self-insurance plan, available for inspection by FPL's Risk Management Department within fifteen (15) days of a request therefore. Any inspection of such plans or policies shall not obligate FPL to advise the Customer of any deficiencies in such plans or policies, and such inspection shall not relieve the Customer from, or be deemed a waiver of, FPL's right to insist on strict fulfillment of the Customer's obligations hereunder.

IN WITNESS WHEREOF, the Customer and FPL have executed this Agreement this_____day of _____, 20____.

Witness for the Customer

CUSTOMER

By_____

Title_____

Witness for FPL:

FLORIDA POWER & LIGHT COMPANY

By_____

Title _____

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No.9.800
Cancels Fourth Revised Sheet No. 9.800

FPL ACCOUNT No _____

FPL PREMISE No. _____

INTERCONNECTION AGREEMENT

FOR QUALIFYINGFACILITIES

Florida Power & Light Company (hereinafter called "FPL") agrees to interconnect with _____ a Qualifying Facility or, as appropriate, a Qualifying Facility that is a Distributed Resource as referenced in the Institute of Electrical and Electronics Engineers ("IEEE") Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems (hereinafter called the "the QF"), subject to the following provisions:

1. **Facility.**

The QF's generating facility (hereinafter called the "Facility"), is to be or is located at _____ _____, within FPL's service area. The QF intends to have the Facility installed and operational on or about _____, 20_____. The QF shall provide FPL a minimum of 30 days prior written notice of the Facility's initial generating operation, and it shall cooperate with FPL to arrange initial deliveries of power to FPL's system.

The Facility has been or will be certified or self-certified as a "qualifying facility" pursuant to the rules and regulations of the Florida Public Service Commission ("FPSC") or the Federal Energy Regulatory Commission ("FERC"). The QF shall maintain the qualifying status of the Facility throughout the term of this Agreement.

2. **Construction Activities.**

The QF shall provide FPL with written instructions to proceed with construction of the interconnection facilities as described in this Agreement at least 24 months prior to the date on which the interconnection facilities shall be completed. FPL agrees to complete the interconnection facilities as described in this Agreement within 24 months of receipt of written instructions from the QF agreeing to the proposed designation and authorizing FPL to proceed with detailed engineering.

Within sixty days of FPL's receipt of the QF's final electrical plans pursuant to FPSC Rule 25-17.087(4), and written instructions to commence construction, FPL shall provide to the QF a written cost estimate of all required materials and labor, and an estimate of the date by which construction of the interconnection will be completed.

Upon the parties' agreement as to the appropriate interconnection design requirements and FPL's receipt of written instructions delivered by the QF authorizing FPL to proceed with detailed engineering, FPL shall engineer and perform or cause to be performed all of the work necessary to interconnect the Facility with the FPL system.

The QF agrees to pay FPL all expenses incurred by FPL regarding the procurement, design, construction, operation, supervision, overhead, maintenance and replacement of the interconnection facilities necessary for integration of the Facility into FPL's electrical system, including (as appropriate) necessary internal improvements to the FPL transmission system; to the extent that any such transmission improvements affect the Adjustment to Capacity Payment as described in Rate ScheduleQS-2, then appropriate adjustments will be made to the capacity payment. Such interconnection costs shall not include any costs which FPL

(Continued on Sheet No. 9.801)

(Continued from Sheet No.9.800)

would otherwise incur if it were not engaged in interconnected operations with the QF, but instead simply provided the electric power requirements of the Facility with electricity either generated by FPL or purchased from another source.

The QF agrees to pay the costs for complete interconnection work ( ) within 30 days after FPL notifies the QF that such interconnection work has been completed, and to provide, concurrently with the liability insurance mandated by Section 10, a surety bond, letter of credit or comparable assurance of payment adequate to cover the interconnection cost estimates set forth on Exhibit A, or ( ) to pay monthly invoices from FPL for actual costs progressively incurred in installing the interconnection facilities, or ( ) based upon a demonstration of credit worthiness acceptable to FPL_____in (up to 36) monthly installments, plus interest on the outstanding balance calculated at the 30-day highest grade commercial paper rate in effect 30 days prior to the date each payment is due, with the first such installment payment being due 30 days after FPL notifies the QF that interconnection work has been completed.

In the event that the QF notifies FPL in writing to cease interconnection work before its completion, the QF shall be obligated to reimburse FPL for the interconnection costs incurred up to the date such notification is received.

3. **Cost Estimates.**

Attached hereto as Exhibit A is a document entitled "QF Interconnection Cost Estimates". The parties agree that the cost of the interconnection work contained therein is a good faith estimate of the actual cost to be incurred.

4. **Technical Requirements and Operations.**

The parties agree that the QF's interconnection with, and delivery of electricity into, the FPL system must be accomplished in accordance with the provisions of FPSC Rule 25-17.087. FPSC Rule 25-17.087 is attached hereto as Exhibit B and made a part of this Agreement. Additionally, the parties agree that for QFs that are Distributed Resources as provided in FPSC Order No. PSC-06-0707-PAA-EI, Issued August 18, 2006 in Docket No. 060410-EI, the QF's interconnection with the FPL system must be accomplished in accordance with the provisions of the IEEE Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems, as applicable, that are in effect at the time of construction.

The QF agrees to require that the Facility operator immediately notify FPL's system dispatcher by telephone in the event hazardous or unsafe conditions associated with the parties' parallel operations are discovered. If such conditions are detected by FPL, then FPL will likewise immediately contact the operator of the Facility by telephone. Each party agrees to immediately take whatever appropriate corrective action is necessary to correct the hazardous or unsafe conditions.

5. **Interconnection Facilities.**

The interconnection facilities shall include the items listed in the document entitled "Interconnection Facilities", which is attached hereto as Exhibit C and hereby made an integral part of this Agreement.

Interconnection facilities on FPL's side of the ownership line with the QF shall be owned, operated, maintained and repaired by FPL. The QF shall be responsible for the cost of designing, installing, operating and maintaining the interconnection facilities on the QF's side of the ownership line as indicated as Exhibit C. The QF shall be responsible for establishing and maintaining controlled access by third parties to the interconnection facilities. FPL metering equipment required to be located on the QF's side of the ownership line shall be owned operated, maintained, tested, repaired and replaced by FPL.

(Continued on Sheet No. 9.802)

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No.9.802
Cancels Third Revised Sheet No.9.802

(Continued from Sheet No. 9.801)

6. Maintenance and Repair Payment.

FPL will separately invoice the QF monthly for all costs associated with the operation, maintenance and repair of the interconnection facilities. The QF elects to pay for such work on a ( ) actual cost or ( ) on a percentage basis, as set forth in Rate Schedules COG-1 and QS-2. The QF agrees to pay FPL within 20 days of receipt of each such invoice.

7. Site Access.

In order to help ensure the continuous, safe, reliable and compatible operation of the Facility with the FPL system, the QF hereby grants to FPL, for the period of interconnection, the reasonable right of ingress and egress, consistent with the safe operation of the Facility, over property owned or controlled by the QF to the extent that FPL deems such ingress and egress necessary in order to examine, test, calibrate, coordinate, operate, maintain or repair any interconnection equipment involved in the parallel operation of the Facility and FPL's system, including FPL's metering equipment.

8. Construction Responsibility.

In no event shall any FPL statement, representation, or lack thereof, either express or implied, relieve the QF of its exclusive responsibility for the Facility. Specifically, any FPL inspection of the Facility shall not be construed as confirming or endorsing the Facility's design or its operating or maintenance procedures, or as a warranty or guarantee as to the safety, reliability, or durability of the Facility's equipment. FPL's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any Facility equipment or procedure.

9. Indemnification.

FPL and the QF shall each be responsible for its own facilities. FPL and the QF shall each be responsible for ensuring adequate safeguards for other FPL customers, FPL and the QF personnel and equipment, and for the protection of its own generating system. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, FPL and the QF shall each indemnify and save the other and the other's officers, directors, employees, agents and contractors (hereinafter called, respectively, "FPL Entities" and "QF Entities") harmless from any and all claims, demands, costs, or expense for loss, damage or injury to persons or property of the other caused by, arising out of, or resulting from:

(a) Any act or omission by a party of that party's contractors, agents, servants and employees in connection with the installation or operation of that party's generation system or the operation thereof in connection with the other party's system;

(b) Any defect in, failure of, or fault related to, a party's generation system;

(c) The negligence of a party or negligence of that party's Entities (as above defined); or

(d) Any other event or act which is the result of, or proximately caused by, that party's Entities.

(Continued on Sheet No. 9.803)

(Continued from Sheet No. 9.802)

10. Insurance

Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the QF shall procure or cause to be procured a policy or policies of liability insurance issued by an insurer or insurers satisfactory to FPL on a standard "Insurance Services Office" commercial general liability form. Governmental entities authorized under Florida or federal law to be self-insured, in lieu of providing evidence of commercial insurance, have the option of providing to the Company evidence that the applicant has established an adequate self-insurance plan to cover any obligations of indemnification; and/or such other information as the Company may deem necessary and relevant. A certificate of insurance shall be delivered to FPL at least fifteen calendar days prior to the start of any interconnection field work. At a minimum, the QF's policy(ies) or self-insurance plan, if applicable, shall contain: (i) an endorsement providing coverage including, but not limited to, products liability/completed operations coverage for the term of this Agreement; and (ii) a broad form contractual liability endorsement covering liabilities which might arise under, or in the performance or nonperformance of, this Contract and the Parties' (interconnection) (transmission service) agreement dated _____, or caused by operation of any of the QF's equipment or by the QF's failure to maintain the QF's equipment in satisfactory and safe operating condition. Effective at least fifteen calendar days prior to the synchronization of the Facility with FPL's system, the policy(ies) or self-insurance plan, if applicable, shall be amended to include coverage for interruption or curtailment of power supply in accordance with industry standards.

Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the QF's policy(ies) or self-insurance plan, if applicable, shall have a minimum limit of $1,000,000 per occurrence, combined single limit, for bodily injury (including death) or property damage. A higher limit of QF insurance may be provided if the QF deems it necessary. Any premium assessment or deductible shall be for the account of the QF and not FPL Entities.

In the event that the policy(ies) is (are) on a "claims made" basis, the retroactive date of the policy(ies) shall be the effective date of this Agreement or such other date as to protect the interests of FPL Entities and QF Entities. Furthermore, if the policy(ies) is (are) on a "claims made" basis, the QF's duty to provide insurance coverage shall survive the termination of this Agreement until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort; if coverage is on an "occurrence" basis, such insurance shall be maintained by the QF during the entire period of interconnection and performance by the parties under this Agreement. The QF's policy(ies) or self-insurance plan, if applicable, shall not be cancelled or materially altered without at least thirty calendar days written notice to FPL. Coverage must be reasonably acceptable to FPL.

The QF shall provide to FPL evidence of the QF's liability insurance coverage and the standard insurance industry form (ACORD) without modification. A copy of the QF's policy(ies) or self-insurance plan, if applicable, shall be made available for inspection by FPL at the QF's offices upon reasonable advance notification.

FPL Entities shall be designated as an additional named insured under all QF policy(ies), including any policy(ies) obtained at the election of the QF as envisioned above.

In addition to the minimum coverage outlined above, the various commercial general liability insurance policies are subject to FPL's approval and, upon request, the Customer shall make certified copies of these various general liability insurance policies, and/or information regarding the self-insurance plan, available for inspection by FPL's Risk Management Department within fifteen (15) days of a request therefore. Any inspection of such plans or policies shall not obligate FPL to advise the Customer of any deficiencies in such plans or policies, and such inspection shall not relieve the Customer from, or be deemed a waiver of, FPL's right to insist on strict fulfillment of the Customer's obligations hereunder.

11. Taxation

In the event that FPL becomes liable, after the execution of this Agreement, for additional taxes, including interest and/or penalties, as a result of failing any of the tests in Internal Revenue Service (IRS) Notice 2016-36, 2016-25 IRB 1029 (identified through an IRS audit or otherwise), thus causing the QF's payment for the interconnection facilities to be taxable income for federal and/or state income tax purposes, FPL may bill the QF monthly for such additional costs, including taxes, interest and/or penalties, or may offset them against amounts due the QF under any FPL/QF power purchase agreement. These costs would be calculated so as to place FPL in the same economic position in which it would have been if the payment for interconnection facilities had not been deemed to be taxable income. If FPL decides to appeal the IRS' determination, the decision as to whether the appeal should be made through the administrative or judicial process or both, and all subsequent decisions pertaining to the appeal (both substantive and procedural), shall rest exclusively with FPL.

(Continued on Sheet No. 9.804)

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 9.804
Cancels Third Revised Sheet No. 9.804

(Continued from Sheet No. 9.803)

In the event that IRS Notice 2016-36 is modified, clarified, explained or changed in any manner, all recognized IRS authority on this issue shall be used to determine whether any additional costs are due under this Section.

12. **Electric Service to the QF.**

FPL will provide the class or classes of electric service requested by the QF, to the extent that they are consistent with applicable tariffs.

13. **Notification.**

All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified mail to the individuals designated below. The parties designate the following to be notified or to whom payment shall be sent until such time as either party furnishes the other party written instructions to contact another individual:

For the QF:_____

_____

_____ Phone: _____

_____

For FPL: _____

_____

_____ Phone: _____

_____

IN WITNESS WHEREOF, the QF and FPL executed this Agreement this_____day of_____, 20_____.

WITNESS: FLORIDA POWER & LIGHT COMPANY (FPL)

_____ _____

Date:_____

WITNESS: _____(QF)

_____ _____

Date:_____

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
Effective: January 1, 2022

OPTIONAL RESIDENTIAL SMART PANEL EQUIPMENT AGREEMENT

This Optional Residential Smart Panel Equipment Agreement ("Agreement") is made and entered into this_____day of _____, 20 by and between_____(the "Customer"), having a primary residence located at _____(the "Residential Property") and Florida Power& Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (the "Company") (each a "Party" and collectively the "Parties"). The Service provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff as approved or subsequently revised by the FPSC and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff").

WHEREAS, the Customer hereby applies to Company to receive smart electrical panel energy management service (the "Service") at the Residential Property.

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. Effective Date. This Agreement shall become effective upon the acceptance hereof by Company("Effective Date"),evidenced by the signature of Company's authorized representative appearing below.

2. Term of Agreement. The term of this Agreement (the "Term") will commence on the Effective Date and will continue for five (5) years following the date on which the Company gives notice that the Equipment is ready for operation (the "Residential Operation Date").

3. Scope of Services. Company will design, procure, install (as further elected below), own, operate, and provide maintenance to the smart electrical panel and related equipment ("Equipment") to furnish the Service which includes receiving and analyzing data and testing Company's load control and energy management capabilities (including controlling end-use appliance circuits connected to the Equipment). The Company reserves the right to control, remotely and/or directly, the Equipment and any end- use appliance circuits connected to such Equipment at the Residential Property. Customer shall maintain all electrical appliances connected to the Equipment in good working condition, including performing any necessary replacements or repairs thereto for the duration of the Term. Customer shall allow Company to establish connectivity with the Equipment using Customer's internet service provider as either a primary or back-up means of communication. In such cases, either a Wi-Fi connection to Customer's router or a hardwired Ethernet connection shall be facilitated by the Customer. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer. Customer hereby grants to Company and its designees the right to access and use data and information from the Equipment, including the right to own any derivative works created using such data. Customer shall reasonably cooperate with Company to achieve the purposes of this Agreement.

   The Parties acknowledge and agree that no payments are due from Customer to Company in connection with the Company's performance of the Service and Customer's use of the Equipment hereunder in exchange for the Company's ability to perform the Services. In addition, within a reasonable period of time after the Residential Operation Date, Customer shall receive a one- time credit on its electric bill with Company for one hundred dollars ($100.00).

4. Equipment; Maintenance; Access. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. The Customer shall not move, modify, remove, adjust, alter or change in any material way the Equipment, except in the event of an emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. Customer hereby grants Company access rights on the Residential Property sufficient to allow Company to perform the Services under this Agreement.

   Company shall, or through its subcontractors, be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permit.

(Continued on Sheet No. 9.807)

First Revised Sheet No. 9.807

FLORIDA POWER & LIGHT COMPANY

Cancels Original Sheet No. 9.807

(Continued from Sheet No. 9.806)

5. Title and Risk of Loss. Customer acknowledges and agrees that (i) the Equipment is personal property, will be removable and will not be a fixture or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. Title shall only transfer to the Customer at the end of the original Term (or upon any earlier termination if the Company elects to not remove the Equipment). Customer shall keep the Equipment free from any liens by third parties and shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.

   Customer shall bear all risk of loss or damage of any kind with respect to all or any part of the Equipment located at the Residential Property to the extent such loss or damage is caused by weather or the actions, negligence, willful misconduct or gross negligence of Customer, its contractors, agents, invitees and/or guests or any other damage which is required to be covered by insurance (collectively a "Customer Casualty"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company. In the event the Equipment is damaged and is not a Customer Casualty, the Company will (i) repair or replace the Equipment at Company's cost, or (ii) terminate this Agreement for its convenience upon written notice to Customer.

6. Expiration or Termination of Agreement. Customer has the right to terminate this Agreement for its convenience upon written notice to Company on at least thirty (30) days prior notice. Upon any such termination prior to the second (2^{nd}) anniversary of the Residential Operation Date, Customer shall be responsible to pay a termination fee in an amount equal to the cost to uninstall and remove the Equipment (collectively, the "Early Termination Cost"). Upon any such termination on or after the second anniversary of the Residential Operation Date, Customer shall elect to pay either (i) a termination fee in an amount equal to the Early Termination Cost or (ii) the remaining net book value of the Equipment to purchase the Equipment. Except in the case Customer elects option (ii) above, Company has the right, but not the obligation, to remove the Equipment. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer on at least thirty (30) days prior notice or as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon such termination, the Company may elect to remove the Equipment or leave the Equipment and transfer title to the Customer at no charge.

7. Warranty. Customer acknowledges and agrees that Company has not made any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the Company's obligations, Services and/or the Equipment. Customer acknowledges that there is no warranty implied by law, including the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and the implied warranty of custom or usage.

8. Customer Representations and Warranties. The Customer represents and warrants that (i) the placing of the Equipment at the Residential Property and Customer's performance of this Agreement will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (ii) all information provided by the Customer related to the Residential Property is accurate and complete; (iii) Customer has good and unencumbered title to the Residential Property either free and clear of any liens, mortgages or other encumbrances, or if any lien, mortgage or other encumbrance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment; and (iv) Customer lives at the Residential Property and the Residential Property is a single-family home with premise conditions acceptable to Company (in its sole discretion).

9. Limitations of Liability; Indemnity. Customer acknowledges and agrees that ~~Company shall not be liable to the Customer for complete or partial interruption of service, or fluctuation in voltage, resulting from causes beyond its control or through the ordinary negligence of its employees, servants or agents~~ the Company will use reasonable diligence to furnish a regular and uninterrupted supply of electric service at the agreed nominal voltage. Customer agrees Company shall not be liable to the Customer or any other person for complete or partial interruptions of service, fluctuations in voltage, or curtailment of service that may occur as a result of a variety of events and circumstances, including, without limitation: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; (e) events of an emergency or as necessary to maintain the safety and integrity of the Company's facilities; or (f) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure. In any such case, the Company will not be liable for damages, including, but not limited to, loss of revenues or production.

   Neither Company nor Customer shall be liable to the other for consequential, special, exemplary, indirect or incidental losses or punitive damages under the Agreement, including loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, and Company and Customer each hereby release the other from any such liability; provided, that the Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

(Continued on Sheet No. 9.808)

(Continued from Sheet No. 9.807)

10. Insurance. At any time that the Company is performing Services under this Agreement at the Residential Property, the Company shall maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance. During and throughout the Term of this Agreement, the Customer shall maintain a homeowner's property insurance policy with minimum limits equal to the value of the Residential Property and homeowner's liability insurance policy with minimum limits of Three Hundred Thousand ($300,000.00) Dollars.

11. Assignment. The Customer may not assign this Agreement without the consent of the Company. A sale of the Residential Property shall be treated as an early termination by Customer unless Company agrees in writing to an assignment of this Agreement to the purchase of the Residential Property.

12. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be subject to and governed by the laws of the State of Florida, exclusive of conflicts of laws provisions. The Parties agree that any action or proceeding arising out of or related to this Agreement shall be brought in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

13. Notices. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested, or sent via overnight courier to such Party's address as set forth above.

14. Miscellaneous. Any waiver granted by a Party shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future. No modification, waiver or amendment of this Agreement shall be binding unless signed in writing by both Parties. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. If any provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Customer	Florida Power & Light Company
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Date: _____	Title: _____
	Date: _____

RESIDENTIAL OPTIONAL SUPPLEMENTAL POWER SERVICES AGREEMENT

THIS Residential Optional Supplemental Power Services Agreement ("Agreement") is made and entered into this_____day of_____, 20_____by and between_____, having a primary residence located at _____(hereafter, the "Customer") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (hereafter "Company")(each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to the Optional Supplemental Power Services Rider, Rate Schedule OSP-1, as approved or subsequently revised by the FPSC (hereafter the "Rider") and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a Statement of Work ("SOW"), for the purpose of providing an alternative source of power supply and/or power conditioning service in the event Customer's normal electric supply is disrupted (hereafter the "Service") at the Customer residential property located at_____(hereafter the "Residential Property")

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date**. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.

2. **Term of Agreement**. The term of this Agreement will commence on the Effective Date and will continue for years following the Residential Operation Date as defined in Section 4(a) below (the "Term").

3. **Scope of Services**. Company will design, procure, install, own, operate, and provide maintenance to all alternative sources of power supply and/or power conditioning equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer.

4. **Design and Installation**. Company will design, procure, and install the Equipment pursuant to the requirements of the SOW.

   (a) Residential Operation. Upon completion of the installation of the applicable Equipment in accordance with the requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for operation, with the date of such notice being the "Residential Operation Date".

   (b) Commencement of Monthly Service Payment Upon Residential Operation Date. Customer's obligation to pay the applicable Customer's monthly Service payment, plus applicable taxes due from Customer pursuant to Section 6 (Customer Payments), shall begin on the Residential Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.

Equipment Maintenance; Alterations. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under Section 12(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not manually operate or test Equipment, move, modify, remove, adjust, alter or change in any material way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

(Continued on Sheet No. 9.812)

(Continued from Sheet No. 9.811)

5. **Customer Payments**.

   (a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Applicable taxes will also be included in or added to the Monthly Service Payment. In the event that Company agrees to a Customer's request to connect Equipment on the Company's side of the billing meter, energy provided by such Equipment will be billed under the Customer's otherwise applicable general service rate schedule.

   (b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of $5.00 or 1.5% applied to any past due unpaid balance of all accounts. Further if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.

6. **Customer Credit Requirements**. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tariff for the surety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 13(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.

7. **Right of Access**. Customer hereby grants Company an access easement on the Residential Property sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Residential Property to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access").

8. **Company Operation and Testing of Equipment**. The Company shall have the exclusive right to manually and/or remotely operate the Equipment, and, except as expressly provided in the SOW, has the right to manually and/or remotely operate the Equipment at all times it deems appropriate, including, but not limited to, for the purpose of testing the Equipment to verify that it will operate within required parameters.

9. **Customer Responsibilities**. Except for an agreed upon Change (as defined in the SOW), the Customer shall not modify its electrical system at the Residential Property in a manner that exceeds the capacity of the Equipment. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Residential Property. The Customer shall be obligated, at its sole expense, to keep the Residential Property free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to Section 9, or (iii) cause damage to the Equipment.

(Continue on Sheet No. 9.813)

(Continued from Sheet No. 9.812)

10. **Permits and Regulatory Requirements**. Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permit.

11. **Title and Risk of Loss**.

(a) Title. The Customer agrees that Equipment installed at the Residential Property is and will remain the sole property of Company unless and until such time as the Customer exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 12(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Residential Property and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Residential Property.

(b) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.

(c) Risk of Loss to Equipment (Customer Responsibility). **CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE RESIDENTIAL PROPERTY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 18(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY A "CUSTOMER CASUALTY")**. Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.

(d) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(Continue on Sheet No. 9.814)

(Continued from Sheet No. 9.813)

12. **Expiration or Termination of Agreement**.

(a) **Early Termination for Convenience by Customer**. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-hundred eighty (180) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 7 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company. Company retains the right to invoice Customer based upon actual salvage value within one-hundred eighty (180) days of the date of Company's removal of Equipment.

(b) **Early Termination by Company for Convenience or by Company Due to Change in Law**. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least one-hundred eighty (180) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 13(b), Customer must choose to either: (i) Purchase the Equipment upon payment of (A) a transfer price mutually agreeable to Company and Customer, plus (B) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (C) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (D) any unrecovered maintenance costs expended by Company prior to the effective date of termination, minus (E) any cash security held by the Company under this Agreement; or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.

(c) **Early Termination of Agreement for Cause**. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within five (5) business days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer;

(Continue on Sheet No. 9.815)

(Continued from Sheet No. 9.814)

(iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 20, Customer sells, transfers or otherwise disposes of the Residential Property; (v) Customer enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors; (vi) any representation or warranty made by Customer or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (vii) Customer removes or allows a third party to remove, any portion of the Equipment from the Residential Property.

i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Residential Property (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

ii. Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to Section 13(e), or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(d) **Expiration of Agreement**. At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer, (ii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) plus applicable taxes, plus any outstanding Monthly Service Payments and applicable taxes, for Service provided to Customer prior to the expiration of the Term, or (iii) to request that Company remove the Equipment and for Customer to pay Company the Termination Fee. In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month basis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date Customer provides written notice to Company to change its election to option (iii) above.

(e) **Customer Purchase Option**. Pursuant to a purchase option under Section 13(c), Section 13(d), or Section 20, the Customer may elect to purchase and take title to the Equipment upon payment of (i) the greater of (A) Company's unrecovered capital cost of the Equipment, or (B) the mutually agreed upon fair market value of the Equipment, plus

(Continue on Sheet No. 9.816)

(Continued from Sheet No. 9.815)

(ii) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (iii) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (iv) any unrecovered maintenance costs expended by Company prior to the effective date of termination, minus (v) any cash security held by the Company under this Agreement. Company will invoice Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and payable by Customer within thirty (30) days of the date of such invoice. If Customer and Company cannot reach agreement as to the fair market value of the Equipment within thirty (30) days of Customer's election of the purchase option, then such purchase option will expire and Customer must proceed subject to and pay the Termination Fee pursuant to Section 13(a).

13. **Warranty and Representations**.

(a) Company's Disclaimer of Express and/or Implied Warranties. **CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANT ABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE RESIDENTIAL PROPERTY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.**

(b) Customer Representations and Warranties. The Customer represents and warrants that (i) the Residential Property at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Residential Property will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Residential Property is accurate and complete; and (iv) Customer holds sole and exclusive title to the Residential Property or has the sole and exclusive right of possession of the Residential Property for the Term.

14. **LIMITATIONS OF LIABILITY.**

(a) **IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.**

(b) **SUBJECT TO SECTION 15(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.**

(Continue on Sheet No. 9.817)

(Continued from Sheet No. 9.816)

(c) **THE LIMITATIONS OF LIABILITY UNDER SECTION 15(a) AND SECTION 15(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c). Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 15.**

Agreed and accepted by Customer:_____(Initials)

15. **Force Majeure**. ~~Force Majeure is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Residential Property or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement).~~ An event of Force Majeure shall have the meaning as set forth in Technical Terms and Abbreviations of the Company Tariff. If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section ~~16~~15 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.

16. **Confidentiality**. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by Company or otherwise, which is disclosed to Customer. Confidential Information shall not be used for any purpose other than for purposes of this Agreement and shall not be disclosed without the prior written consent of Company.

17. **Insurance and Indemnity**.

    (a) Insurance to Be Maintained by the Company. At any time that the Company is performing Services under this Agreement at the Customer Residential Property, the Company shall, maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance.

    (b) Insurance to Be Maintained by the Customer. During and throughout the Term of this Agreement and until all amounts payable to the Company pursuant to this Agreement are paid in full, the Customer shall maintain a homeowners property insurance policy with minimum limits equal to the value of the Residential Property and homeowners liability insurance policy with minimum limits of Three Hundred Thousand ($300,000.00) Dollars.

    (c) Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

18. **Non-Waiver**. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

(Continue on Sheet No. 9.818)

(Continued from Sheet No. 9.817)

19. **Assignment**. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(c) or this Agreement may be assigned by the Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and Company. This Agreement is free of any restrictions that would prevent the Customer from freely transferring the Residential Property. Company will not prohibit the sale, conveyance or refinancing of the Residential Property. Company may choose to file in the real estate records one or more precautionary UCC financing statements or fixture filings (collectively "Fixture Filing") that preserves their rights in the Equipment. The Fixture Filing is intended only to give notice of its rights relating to the Equipment and is not a lien or encumbrance against the Residential Property. Company shall explain the Fixture Filing to any subsequent purchasers of the Residential Property and any related lenders as requested. Company shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Residential Property.

20. **Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial**. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

21. **Modification**. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

22. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(Continue on Sheet No. 9.819)

(Continued from Sheet No. 9.818)

23. **Survival**. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.

24. **Notices**. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement and with respect to Company, sent to the attention of_____. Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

25. **Further Assurances**. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

26. **Entire Agreement**. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Customer

By: _____
(Signature)

_____
(Print or Type Name)

Date: _____

Florida Power & Light Company

By: _____
(Signature of Authorized Representative)

_____
(Print or Type Name)

Title: _____

Date: _____

Customer

By: _____
(Signature)

_____
(Print or Type Name)

Date: _____

NON-RESIDENTIAL OPTIONAL SUPPLEMENTAL POWER SERVICES AGREEMENT

THIS Non-Residential Optional Supplemental Power Services Agreement ("Agreement") is made and entered into this _____day of_____, 20__by and between_____, a_____, having its principal office at_____(hereafter, the "Customer") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (hereafter "Company") (each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to, the Optional Supplemental Power Services Rider, Rate Schedule OSP-1, as approved or subsequently revised by the FPSC (hereafter the "Rider") and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a Statement of Work ("SOW") for the purpose of providing an alternative source of power supply and/or power conditioning service in the event Customer's normal electric supply is disrupted (hereafter the "Service"), at the Customer facility located at_____(hereafter the "Facility").

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date**. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.

2. **Term of Agreement**. The term of this Agreement will commence on the Effective Date and will continue for _____years following the Commercial Operation Date as defined in Section 4(a) below (the "Term").

3. **Scope of Services**. Company will design, procure, install, own, operate and provide maintenance to all alternative sources of power supply and/or power conditioning equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Facility, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer.

4. **Design and Installation**. Company will design, procure, and install the Equipment pursuant to the requirements of the SOW.

   (a) Commercial Operation. Upon completion of the installation of the applicable Equipment in accordance with the requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for commercial operation, with the date of such notice being the "Commercial Operation Date".

   (b) Commencement of Monthly Service Payment Upon Commercial Operation Date. Customer's obligation to pay the applicable Customer's monthly Service payment, plus applicable fuel charges and taxes due from Customer pursuant to Section 6 (Customer Payments), shall begin on the Commercial Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.

5. **Equipment Maintenance; Alterations**. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under

(Continue on Sheet No. 9.821)

(Continued from Sheet No. 9.820)

Section 12(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not manually operate or test Equipment, move, modify, remove, adjust, alter or change in any material way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

6. **Customer Payments**.

(a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Any monthly fuel charges specified in the SOW will be in addition to the Monthly Service Payment. Monthly fuel charges, if applicable, will be recalculated annually by Company in accordance with the Rider, and such recalculated monthly fuel charges shall be effective upon written notice to Customer. Applicable taxes will also be included in or added to the Monthly Service Payment and any fuel charges. In the event that Company agrees to a Customer's request to connect Equipment on the Company's side of the billing meter, energy provided by such Equipment will be billed under the Customer's otherwise applicable general service rate schedule.

(b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of $5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law. Further if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.

7. **Customer Credit Requirements**. At the discretion of the Company and subject to the confidentiality obligations set forth in this Agreement, Company may request and Customer shall provide Company with the most recent financial statements of each of the Customer and/or its parent company and with such other documents, instruments, agreements and other writings to determine the creditworthiness of Customer. The Company may also use debt ratings provided by the major credit rating agencies or consult other credit rating services to determine Customer creditworthiness. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tariff for the surety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 13(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.

(Continue on Sheet No. 9.822)

(Continued from Sheet No. 9.821)

8. **Grant of Easement to Company**. Customer hereby grants Company an access easement to the Facility sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Facility to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access"). Upon execution of this Agreement and the Parties agreement to the Equipment location, Company shall obtain a legal description of the necessary Access locations and provide Customer with an applicable easement form for Customer's approval and signature. The Customer must also obtain and provide mortgage subordinations, as necessary to protect the Company's right of Access. Upon receiving the signed easement form and any associated mortgage subordinations, the Company shall record Company's easement rights in the public records of the County where the Facility is located. All such costs related thereto shall be the included as part of calculating the Customer's Monthly Service Payment. Failure to provide the above requested documents in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Customer agrees that it will not interfere with Company's right of access to the Facility as reasonably necessary for (i) Company's laydown and installation of the Equipment, (ii) Company's maintenance and/or removal of Equipment, and (iii) Company's performance of the Service.

9. **Company Operation and Testing of Equipment**. The Company shall have the exclusive right to manually and/or remotely operate the Equipment, and, except as expressly provided in the SOW, has the right to manually and/or remotely operate the Equipment at all times it deems appropriate, including, but not limited to, for the purpose of testing the Equipment to verify that it will operate within required parameters.

10. **Customer Responsibilities**. Except for an agreed upon Change (as defined in the SOW), the Customer shall not modify its electrical system at the Facility in a manner that exceeds the capacity of the Equipment. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Facility. The Customer shall be obligated, at its sole expense, to keep the Facility free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to Section 9, or (iii) cause damage to the Equipment.

11. **Permits and Regulatory Requirements**. Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permits.

12. **Title and Risk of Loss**.

Title. The Customer agrees that Equipment installed at the Facility is and will remain the sole property of Company unless and until such time as the Customer exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 12(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Facility and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions, as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Facility.

(Continue on Sheet No. 9.823)

(Continued from Sheet No. 9.822)

(a) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Facility.

(b) Risk of Loss to Equipment (Customer Responsibility). **CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE FACILITY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS EMPLOYEES, CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 18(b) OR UNDER ANY OTHERAVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY, A "CUSTOMER CASUALTY").** Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.

(c) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

13. **Expiration or Termination of Agreement**.

(a) **Early Termination for Convenience by Customer**. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-hundred eighty (180) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 7 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company. Company retains the right to invoice Customer based upon actual salvage value within one-hundred eighty (180) days of the date of the Company's removal of Equipment.

(Continue on Sheet No. 9.824)

(Continued from Sheet No. 9.823)

(b) **Early Termination by Company for Convenience or by Company Due to Change in Law**. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least one-hundred eighty (180) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 13(b), Customer must choose to either: (i) Purchase the Equipment upon payment of (A) a transfer price mutually agreeable to Company and Customer, plus (B) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (C) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (D) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, minus (E) any cash security held by the Company under this Agreement; or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.

(c) **Early Termination of Agreement for Cause**. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within five (5) business days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 20, Customer sells, transfers or otherwise disposes of the Facility; (v) Customer or any guarantor of Customer's obligations or liabilities hereunder ("Guarantor") sells, transfers or otherwise dispose of all or substantially all of its assets; (vi) Customer or Guarantor enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors; (vii) any representation or warranty made by Customer or Guarantor or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (viii) Customer removes or allows a third party to remove, any portion of the Equipment from the Facility.

i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Facility (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

(Continue on Sheet No. 9.825)

(Continued from Sheet No. 9.824)

ii. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Facility (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

iii. Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to Section 13(e), or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(d) **Expiration of Agreement**. At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer, (ii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) plus applicable taxes, plus any outstanding Monthly Service Payments, fuel charges and applicable taxes, for Service provided to Customer prior to the expiration of the Term, or (iii) to request that Company remove the Equipment and for Customer to pay Company the Termination Fee. In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month basis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date Customer provides written notice to Company to change its election to option (iii) above.

(e) **Customer Purchase Option**. Pursuant to a purchase option under Section 13(c), Section 13(d), or Section 20, the Customer may elect to purchase and take title to the Equipment upon payment of (i) the greater of (A) Company's unrecovered capital cost of the Equipment, or (B) the mutually agreed upon fair market value of the Equipment, plus (ii) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (iii) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (iv) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination; minus (v) any cash security held by the Company under this Agreement. Company will invoice Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and payable by Customer within thirty (30) days of the date of such invoice. If Customer and Company cannot reach agreement as to the fair market value of the Equipment within thirty (30) days of Customer's election of the purchase option, then such purchase option will expire and Customer must proceed subject to and pay the Termination Fee pursuant to Section 13(a).

(Continue on Sheet No. 9.826)

(Continued from Sheet No. 9.825)

(f) **Termination of Easements**. Following expiration or termination of this Agreement and satisfaction of all Customer obligations under this Section 13, Company shall provide Customer with a release of Easements in a form mutually agreed upon between the Parties.

14. **Warranty and Representations**.

(a) Company's Disclaimer of Express and/or Implied Warranties. **CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE FACILITY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.**

(b) Customer Representations and Warranties. The Customer represents and warrants that (i) the Facility at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Facility will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Facility is accurate and complete; (iv) Customer holds title to the real property on which the Facility is located or has the right of possession of the real property on which the Facility is located for the Term; and (v) Customer has the right to grant Company easement rights related to the real property on which the Facility is located, or has the right to require the owner of the real property on which the Facility is located to grant Company such easement rights.

15. **LIMITATIONS OF LIABILITY.**

(a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.

(b) SUBJECT TO SECTION 15(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.

(Continue on Sheet No. 9.827)

First Revised Sheet No. 9.827
FLORIDA POWER & LIGHT COMPANY
Cancels Original Sheet No. 9.827

(Continued from Sheet No. 9.826)

(c) THE LIMITATIONS OF LIABILITY UNDER SECTION 15(a) AND SECTION 15(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c).

Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 15.

Agreed and accepted by Customer:_____(Initials)

16. **Force Majeure**. ~~Force Majeure is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Facility or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement).~~ An event of Force Majeure shall have the meaning as set forth in Technical Terms and Abbreviations of the Company Tariff. If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.

17. **Confidentiality**. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by a disclosing Party or otherwise ("Disclosing Party"), which is disclosed to a receiving Party ("Receiving Party"). Confidential Information shall not be used for any purpose other than for purposes of this Agreement. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard. Except to the extent required by applicable law, Customer shall not make any public statements that reference the name of Company or its affiliates without the prior written consent of Company.

18. **Insurance and Indemnity**.

(a) Insurance to Be Maintained by the Company.

i. At any time that the Company is performing Services under this Agreement at the Customer Facility, the Company shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million ($1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million ($1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million ($2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million ($1,000,000.00) Dollars per accident, by disease and per policy and per employee.

ii. Upon the request of Customer, the Company shall provide the Customer with insurance certificates which provide evidence of the insurance coverage under this Agreement.

(Continue on Sheet No. 9.828)

Issued by: Tiffany Cohen, ~~Director, Rates and Tariff~~ VP Financial Planning and Rate Strategy
Effective: ~~September 3, 2019~~

(Continued from Sheet No. 9.827)

iii. Notwithstanding any other requirement set forth in this Section 18(a), Company may meet the above required insurance coverage and limits with any combination of primary, excess, or self-insurance. In the event Company self-insures any of the above required coverages, Company will provide Customer with a letter of self-insurance upon written request by Customer.

(b) Insurance to Be Maintained by the Customer.

i. The Customer, during and throughout the Term of this Agreement, shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million ($1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million ($1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million ($2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million ($1,000,000.00) Dollars per accident, by disease and per policy and per employee. With respect to insurance required in (i), (ii), and (iii) above, Customer shall name Company as an additional insured and provide a waiver of subrogation in favor of Company.

ii. In the event Customer is subject to Section 768.28 Florida Statutes, Customer acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that Customer is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of Two Hundred Thousand ($200,000.00) Dollars per person and Three Hundred Thousand ($300,000.00) Dollars per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Customer shall also maintain workers' compensation insurance in accordance with Chapter 440, Florida Statutes. Coverage shall also include Employers' Liability coverage with limits of One Million ($1,000,000.00) Dollars per accident.

(c) Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

19. **Non-Waiver**. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

20. **Assignment**. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(e) or, this Agreement may be assigned by the Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and Company.

(Continue on Sheet No. 9.829)

(Continued from Sheet No. 9.828)

21. **Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial**. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

22. **Modification**. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

23. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24. **Survival**. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.

25. **Notices**. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement, and with respect to Company, sent to the attention of_____. Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

26. **Further Assurances**. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

27. **Governmental Entities**. For those Customers which are a governmental entity of the State of Florida or political subdivision thereof ("Governmental Entity"), to the extent the Governmental Entity is legally barred by Florida state or federal law from executing or agreeing to any provision of this Agreement, then such provision of this Agreement will be deemed modified to the extent necessary to make such provisions consistent with Florida state or federal law. The remainder of this Agreement shall not be affected thereby and will survive and be enforceable.

(Continue on Sheet No. 9.830)

(Continued from Sheet No. 9.829)

28. **Entire Agreement**. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Customer	**Florida Power & Light Company**
By:_____	By: _____
(Signature of Authorized Representative)	(Signature of Authorized Representative)
_____	_____
(Print or Type Name)	(Print or Type Name)
Title:_____	Title: _____
Date:_____	Date: _____

First Revised Sheet No. 9.833

FLORIDA POWER & LIGHT COMPANY

Cancels Original Sheet No. 9.833

COMMERCIAL ELECTRIC VEHICLE CHARGING SERVICES AGREEMENT

This Commercial Electric Vehicle Charging Services Agreement ("Agreement") is made and entered into this day of _____, 20 by and between _____, a _____, having its principal office at _____(hereafter, the "Customer") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (hereafter "Company") (each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to, the Commercial Electric Vehicle Charging Services Rider, Rate Schedule [CEVCS-1], as approved or subsequently revised by the FPSC and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a Statement of Work ("SOW") for the purpose of providing commercial electric vehicle charging infrastructure (hereafter the "Service"), at the Customer facility located at _____(hereafter the "Facility").

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. Effective Date. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.

2. Term of Agreement. The term of this Agreement (the "Term") will commence on the Effective Date and will continue for ten (10) years following the date on which Company delivers notice to Customer that the Equipment is ready for commercial operation (the "Commercial Operation Date").

3. Scope of Services. Company will design, procure, install, own, operate and provide maintenance to electric vehicle charging equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Facility, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. The Company reserves the right to remotely control charging session schedules and/or curtail the energy delivered by the Equipment at any time. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer. Customer acknowledges and agrees that Company and/or its contractors (i) will gather data and information from the Equipment and (ii) have the rights to use such data, including the right to own any derivative works created using such data.

4. Equipment Maintenance; Alterations. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under Section 11(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not move, modify, remove, adjust, alter or change in any material way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 4 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

5. Relocation. Relocation of Equipment: Upon reasonable prior written notice from Customer, Company agrees to relocate Equipment at Customer's sole expense to a location mutually agreed upon by the Parties within the same Customer site. If Customer so desires to relocate the Equipment, Customer shall provide written notice to Company. A Company representative will provide Customer with a written estimate of costs to relocate the Equipment within 90 days of receipt of the written notice from Customer to relocate Equipment. Customer agrees that such estimate is provided for informational purposes only and that Customer is responsible for all actual costs incurred for the shut-down, relocation, and reinstallation of Equipment. Customer shall pay Company such amount of actual costs for the relocation of Equipment within 90 days of the services performed by Company.

6. Customer Payments.

(a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Applicable taxes will also be included in or added to the Monthly Service Payment. Customer's obligation to pay the Monthly Service Payment, plus applicable taxes due, shall begin on the Commercial Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.

(Continue on Sheet No. 9.834)

First Revised Sheet No 9.834

FLORIDA POWER & LIGHT COMPANY

Cancels Original Sheet No. 9.834

(Continued from Sheet No. 9.833)

(b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of $5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law.

7. Customer Credit Requirements. At the discretion of the Company and subject to the confidentiality obligations set forth in this Agreement, Company may request and Customer shall provide Company with the most recent financial statements of each of the Customer and/or its parent company and with such other documents, instruments, agreements and other writings to determine the creditworthiness of Customer. The Company may also use debt ratings provided by the major credit rating agencies or consult other credit rating services to determine Customer creditworthiness. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tariff for the surety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 12(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.

8. Grant of Access. Customer hereby grants Company access to the Facility sufficient to allow Company, in Company's sole discretion, to (i) laydown, stage and install the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement, including required distribution services, equipment and needs. In the event that Company, in its sole discretion, determines that an easement is necessary for the purpose of connecting the Equipment to the electrical grid, then Customer shall grant Company an easement in a mutually agreeable location in, on, over, under, through and across a portion of the Facility to be identified by the Parties on the Company's customary form. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Facility to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access"). Upon execution of this Agreement and the Parties agreement to the Equipment location, Company shall obtain a legal description of the necessary Access locations. The Customer must also obtain and provide mortgage subordinations, as necessary to protect the Company's right of Access. Failure to provide any Company-requested documents in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Customer agrees that it will not interfere with Company's right of access to the Facility as reasonably necessary for (i) Company's laydown and installation of the Equipment, (ii) Company's maintenance and/or removal of Equipment, and (iii) Company's performance of the Service.

9. Company Testing of Equipment. The Company shall have the exclusive right to manually and/or remotely test the Equipment to verify that it will operate within required parameters.

10. Customer Responsibilities. The Customer shall not modify its electrical system at the Facility in a manner that adversely impacts the Equipment or its use. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Facility. The Customer shall be obligated, at its sole expense, to keep the Facility free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's testing of the Equipment pursuant to Section 8, or (iii) cause damage to the Equipment.

(Continue on Sheet No. 9.835)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No 9.835
Cancels Original Sheet No.9.835

(Continued from Sheet No. 9.834)

11. Permits and Regulatory Requirements. Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permits.

12. Title and Risk of Loss.

(a) Title. The Customer agrees that Equipment installed at the Facility is and will remain the sole property of Company unless and until the end of the original Term (or upon any earlier termination if the Company elects to not remove the Equipment). Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service but will not degrade the capability. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 11(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Facility and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more UCC financing statements or fixture filings or take similar action, as applicable, in such jurisdictions, as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Facility or the state of Florida.

(b) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Facility.

(c) Risk of Loss to Equipment (Customer Responsibility). CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE FACILITY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS EMPLOYEES, CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 17(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY, A "CUSTOMER CASUALTY"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.

(d) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right, but not the obligation, to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

13. Expiration or Termination of Agreement.

(a) Early Termination for Convenience by Customer. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least sixty (60) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less any salvage value of Equipment

(Continue on Sheet No. 9.836)

(Continued from Sheet No. 9.835)

removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 6 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company.

(b) Early Termination by Company for Convenience or by Company Due to Change in Law. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least sixty (60) days prior to the effective date of termination, or, in whole or in part, upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 12(b), Customer must choose to either: (i) Purchase the Equipment upon payment of a transfer price mutually agreeable to Company and Customer, negotiated in good faith; or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.

(c) Early Termination of Agreement for Cause. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within thirty (30) days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) subject to Section 19, Customer sells, transfers or otherwise disposes of the Facility; (v) Customer or any guarantor of Customer's obligations or liabilities hereunder ("Guarantor") sells, transfers or otherwise dispose of all or substantially all of its assets; (vi) Customer or Guarantor enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors; (vii) any representation or warranty made by Customer or Guarantor or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (viii) Customer removes or allows a third party to remove, any portion of the Equipment from the Facility.

i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 12(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Facility (who has not assumed the Agreement pursuant to Section 19) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

ii. Upon a termination for cause by Customer, Customer must choose to either (i) purchase the Equipment upon payment of a transfer price mutually agreeable to Company and Customer, negotiated in good faith, or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(d) Expiration of Agreement. At the end of the Term and subject to Customer making payments of all outstanding amounts due, title to the Equipment shall transfer to Customer at no additional charge. Thereafter, Customer shall be responsible (i) for payment of all electric usage by the Equipment pursuant to the Company's Electric Tariff and Company shall be permitted to make any needed adjustments to the Equipment; and (ii) Customer shall be responsible for all maintenance and other costs related to ownership of the Equipment.

(Continue on Sheet No. 9.837)

(Continued from Sheet No. 9.836)

14. Warranty and Representations.

(a) Company's Disclaimer of Express and/or Implied Warranties. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE FACILITY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.

(b) Customer Representations and Warranties. The Customer represents and warrants that (i) the Facility at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Facility will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Facility is accurate and complete; (iv) Customer holds title to the real property on which the Facility is located or has the right of possession of the real property on which the Facility is located for the Term; and (v) Customer has the right to grant Company access and/or easement rights related to the real property on which the Facility is located, or has the right to require the owner of the real property on which the Facility is located to grant Company such access and/or easement rights.

15. LIMITATIONS OF LIABILITY.

(a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.

(b) SUBJECT TO SECTION 14(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.

(c) THE LIMITATIONS OF LIABILITY UNDER SECTION 14(a) AND SECTION 14(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 17(c).

Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 14.

Agreed and accepted by Customer:_____(Initials)

(Continue on Sheet No. 9.838)

First Revised Sheet No 9.838

FLORIDA POWER & LIGHT COMPANY

Cancels Original Sheet No. 9.838

(Continued from Sheet No. 9.837)

~~15.~~16. Force Majeure. An event of Force Majeure shall have the meaning as set forth in Technical Terms and Abbreviations of the Company Tariff.~~is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, sabotage, epidemics, pandemics, explosions and fires not originating in the Facility or caused by its operation, hurricanes, floods, or labor disputes or difficulties (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement).~~ If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section ~~15~~16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.

~~16.~~17. Confidentiality. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by a disclosing Party or otherwise ("Disclosing Party"), which is disclosed to a receiving Party ("Receiving Party"). Confidential Information shall not be used for any purpose other than for purposes of this Agreement. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard. Except to the extent required by applicable law, Customer shall not make any public statements that reference the name of Company or its affiliates without the prior written consent of Company.

~~17.~~18. Insurance and Indemnity.

(a) Insurance to Be Maintained by the Company.

i. At any time that the Company is performing Services under this Agreement at the Customer Facility, the Company shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million ($1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million ($1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million ($2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million ($1,000,000.00) Dollars per accident, by disease and per policy and per employee.

ii. Notwithstanding any other requirement set forth in this Section 17(a), Company may meet the above required insurance coverage and limits with any combination of primary, excess, or self-insurance.

(b) Insurance to Be Maintained by the Customer.

i. The Customer, during and throughout the Term of this Agreement, shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million ($1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million ($1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million ($2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million ($1,000,000.00) Dollars per accident, by disease and per policy and per employee. With respect to insurance required in (i), (ii), and (iii) above, Customer shall name Company as an additional insured and provide a waiver of subrogation in favor of Company.

(Continue on Sheet No. 9.839)

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy~~Senior Director, Regulatory Rates, Cost of Service and Systems~~
Effective: ~~January 1, 2022~~

First Revised Sheet No 9.839

FLORIDA POWER & LIGHT COMPANY

Cancels Original Sheet No. 9.839

(Continued from Sheet No. 9.838)

i. In the event Customer is subject to Section 768.28 Florida Statutes, Customer acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that Customer is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of Two Hundred Thousand ($200,000.00) Dollars per person and Three Hundred Thousand ($300,000.00) Dollars per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Customer shall also maintain workers' compensation insurance in accordance with Chapter 440, Florida Statutes. Coverage shall also include Employers' Liability coverage with limits of One Million ($1,000,000.00) Dollars peraccident.

(c) Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

19. Non-Waiver. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

20. Assignment. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property in the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 6 (Customer Credit Requirements), such sale shall be considered an early termination of this Agreement by Customer unless the Company agrees in writing to an assignment of this Agreement to the purchaser of the real property

21. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

22. Modification. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

23. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24. Survival. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.

(Continue on Sheet No. 9.840)

First Revised Sheet No 9.840

FLORIDA POWER & LIGHT COMPANY

Cancels Original Sheet No. 9.840

(Continued from Sheet No. 9.839)

~~24.~~ 25. Notices. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement. Each Party shall have the right to change the place to which notices shall be sent or delivered by similar notice sent or delivered in like manner to the other Party.

~~25.~~ 26. Further Assurances. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

~~26.~~ 27. Governmental Entities. For those Customers which are a governmental entity of the State of Florida or political subdivision thereof ("Governmental Entity"), to the extent the Governmental Entity is legally barred by Florida state or federal law from executing or agreeing to any provision of this Agreement, then such provision of this Agreement will be deemed modified to the extent necessary to make such provisions consistent with Florida state or federal law. The remainder of this Agreement shall not be affected thereby and will survive and be enforceable.

~~27.~~ 28. Entire Agreement. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Customer	Florida Power & Light Company
By:_____ (Signature of Authorized Representative)	By:_____ (Signature of Authorized Representative)
_____ (Print or Type Name)	_____ (Print or Type Name)
Title:_____	Title:_____
Date:_____	Date:_____

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.843
Cancels Original Sheet No. 9.843

OPTIONAL RESIDENTIAL ELECTRIC VEHICLE CHARGING AGREEMENT (RS-1EV Closed Agreement)

This Optional Residential Electric Vehicle Charging Agreement ("Agreement") is made and entered into this_____day of _____, 20 by and between_____(the "Customer"), having a primary residence located at _____(the "Residential Property") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (the "Company") (each a "Party" and collectively the "Parties"). The Service provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to, the Residential Electric Vehicle Charging Services Rider Pilot, Rate Schedule [RS-1EV], as approved or subsequently revised by the FPSC and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff").

WHEREAS, the Customer hereby applies to Company for receipt of service to provide residential electric vehicle ("EV") charging service (the "Service") at the Residential Property.

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. Effective Date. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below.

2. Term of Agreement. The term of this Agreement (the "Term") will commence on the Effective Date and will continue for ten (10) years following the date on which the Company gives notice that the Equipment is ready for operation (the "Residential Operation Date").

3. Scope of Services. Company will design, procure, install (as further elected below), own, operate, and provide maintenance to EV charging equipment for one electric vehicle, including a Level 2 EV charger ("Equipment") to furnish the Service which includes receiving data, service fees and overnight and weekend charging for the Customer's EV only. The Company reserves the right to remotely control charging session schedules and/or curtail the energy delivered by the Equipment. Customer shall allow Company to establish connectivity with the Level 2 EV charger using Customer's internet service provider as either a primary or back-up means of communication. In such cases, either a Wi-Fi connection to Customer's router or a hardwired Ethernet connection shall be facilitated by the Customer. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer. Customer acknowledges and agrees that Company and/or its contractors (i) will gather data and information from the Equipment and (ii) have the rights to use such data, including the right to own any derivative works created using such data.

   Customer selects the following installation service:

   ☐ Full Installation. Includes addition of a 240V circuit (assuming Customer has at least two appropriate breaker slots available), design calculations, permitting and up to 15 foot 50A branch circuit.

   ☐ Equipment Only Installation. Customer provides a dedicated, permitted and installed 240V circuit in garage.

4. Equipment; Maintenance; Access. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. The Customer shall not move, modify, remove, adjust, alter or change in any material way the Equipment, except in the event of an emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. Customer hereby grants Company access rights on the Residential Property sufficient to allow Company to perform the Services under this Agreement.

   Company shall, or through its subcontractors, be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permit.

5. Monthly Service Payment.

   Customer shall commence payment of the Monthly Service Payment, plus any applicable taxes, on the Residential Operation Date in accordance with the General Rules and Regulations for Electric Service. Any partial month will be paid on a pro rata basis. The Monthly Service Payment shall be as set forth in the Residential Electric Vehicle Charging Services Rider Pilot, Rate Schedule (referenced above).

6. Title and Risk of Loss. Customer acknowledges and agrees that (i) the Equipment is personal property, will be removable and will not be a fixture or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no

(Continued on Sheet No. 9.844)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.844
Cancels Original Sheet No. 9.844

(Continued from Sheet No. 9.843)

ownership interest in the Equipment. Title shall only transfer to the Customer at the end of the original Term (or upon any earlier termination if the Company elects to not remove the Equipment). Customer shall keep the Equipment free from any liens by third parties and shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.

Customer shall bear all risk of loss or damage of any kind with respect to all or any part of the Equipment located at the Residential Property to the extent such loss or damage is caused by weather or the actions, negligence, willful misconduct or gross negligence of Customer, its contractors, agents, invitees and/or guests or any other damage which is required to be covered by insurance (collectively a "Customer Casualty"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company. In the event the Equipment is damaged and is not a Customer Casualty, the Company will (i) repair or replace the Equipment at Company's cost, or (ii) terminate this Agreement for its convenience upon written notice to Customer.

7. Expiration or Termination of Agreement. Customer has the right to terminate this Agreement for its convenience upon written notice to Company on at least thirty (30) days prior notice. Upon any such termination prior to the fifth anniversary of the Residential Operation Date, Customer shall be responsible to pay a termination fee in an amount equal to the cost to uninstall, remove and redeploy the Equipment plus all outstanding Monthly Service Payments due and owing (collectively, the "Early Termination Cost"). Upon any such termination on or after the fifth anniversary of the Residential Operation Date, Customer shall elect to pay either (i) a termination fee in an amount equal to the Early Termination Cost or (ii) the remaining net book value of the Equipment to purchase the Equipment plus all outstanding Monthly Service Payments due and owing. Except in the case Customer elects option (ii) above, Company has the right, but not the obligation, to remove the Equipment for redeployment. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer on at least thirty (30) days prior notice or as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon such termination, the Company may elect to remove the Equipment or leave the equipment and transfer title to the Customer at no charge.

8. Warranty. Customer acknowledges and agrees that Company has not made any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the Company's obligations, Services and/or the Equipment. Customer acknowledges that there is no warranty implied by law, including the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and the implied warranty of custom or usage.

9. Customer Representations and Warranties. The Customer represents and warrants that (i) the placing of the Equipment at the Residential Property and Customer's performance of this Agreement will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (ii) all information provided by the Customer related to the Residential Property is accurate and complete; (iii) Customer has good and unencumbered title to the Residential Property either free and clear of any liens, mortgages or other encumbrances, or if any lien, mortgage or other encumbrance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment; (iv) Customer lives at the Residential Property, the Residential Property is a single-family home or townhome with an attached garage that receives RS-1 electric service from Company and is in good standing; and (v) Customer owns or leases an electric vehicle that is capable of being charged by the Equipment.

10. Limitations of Liability~~; Indemnity~~. Customer acknowledges and agrees that the Company will use reasonable diligence to furnish a regular and uninterrupted supply of electric service at the agreed nominal voltage. Customer agrees Company shall not be liable to the Customer or any other person for complete or partial interruptions of service, fluctuations in voltage, or curtailment of service that may occur as a result of a variety of events and circumstances, including, without limitation: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; (e) events of an emergency or as necessary to maintain the safety and integrity of the Company's facilities; or (f) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure,. In any such case, the Company will not be liable for damages, including, but not limited to, loss of revenues or production.~~Company shall not be liable to the Customer for complete or partial interruption of service, or fluctuation in voltage, resulting from causes beyond its control or through the ordinary negligence of its employees, servants or agents.~~

Company is not an insurer of losses or damages that might arise or result from EV charging equipment not operating as expected. Neither Company nor Customer shall be liable to the other for consequential, special, exemplary, indirect, or incidental losses or punitive damages under the Agreement, including loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, and Company and Customer each hereby release the other from any such liability. The provisions of this paragraph shall survive termination or expiration of this Agreement. The Company will not be liable to Customer for any damages to the EV charging equipment.

~~Neither Company nor Customer shall be liable to the other for consequential, special, exemplary, indirect or incidental losses or punitive damages under the Agreement, including loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, and Company and Customer each hereby release the other from any such liability; provided, that the Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.~~

(Continued on Sheet No. 9.845)

Issued by: Tiffany Cohen, ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~VP Financial Planning and Rate Strategy
Effective: ~~January 1, 2022~~

First Revised Sheet No. 9.845

FLORIDA POWER & LIGHT COMPANY

Cancels Original Sheet No. 9.845

(Continued from Sheet No. 9.844)

11. Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct.

~~11.~~12. Confidentiality. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) which is disclosed to Customer. Confidential Information shall not be disclosed without the prior written consent of Company.

~~12.~~13. Insurance. At any time that the Company is performing Services under this Agreement at the Residential Property, the Company shall, maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance. During and throughout the Term of this Agreement and until all amounts payable to the Company pursuant to this Agreement are paid in full, the Customer shall maintain a homeowner's property insurance policy with minimum limits equal to the value of the Residential Property and homeowner's liability insurance policy with minimum limits of Three Hundred Thousand ($300,000.00) Dollars.

~~13.~~14. Assignment. The Customer may not assign this Agreement without the consent of the Company. A sale of the Residential Property shall be treated as an early termination by Customer unless Company agrees in writing to an assignment of this Agreement to the purchaser of the Residential Property.

~~14.~~15. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be subject to and governed by the laws of the State of Florida, exclusive of conflicts of laws provisions. The Parties agree that any action or proceeding arising out of or related to this Agreement shall be brought in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

~~15.~~16. Notices. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested, or sent via overnight courier to such Party's address as set forth above.

~~16.~~17. Miscellaneous. Any waiver granted by a Party shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future. No modification, waiver or amendment of this Agreement shall be binding unless signed in writing by both Parties. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. If any provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Customer	Florida Power & Light Company
By:_____	By: _____
Printed Name:_____	Printed Name:_____
Date: _____	Title: _____
	Date: _____

OPTIONAL RESIDENTIAL ELECTRIC VEHICLE CHARGING AGREEMENT (RS-2EV)

This Optional Residential Electric Vehicle Charging Agreement ("Agreement") is made and entered into this _____ day of _____, 20__ by and between _____ (the "Customer"), having a primary residence located at _____ (the "Residential Property") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (the "Company") (each a "Party" and collectively the "Parties"). The Service provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to, the Residential Electric Vehicle Charging Services , Rate Schedule [RS-2EV], as approved or subsequently revised by the FPSC and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff").

WHEREAS the Customer hereby applies to Company for receipt of service to provide residential electric vehicle ("EV") charging service (the "Service") at the Residential Property.

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. Effective Date. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below.

2. Term of Agreement. The term of this Agreement (the "Term") will commence on the Effective Date and will continue for ten (10) years following the date on which the Company gives notice that the Equipment is ready for operation (the "Residential Operation Date").

3. Scope of Services. Company will design, procure, install (as further elected below), own, operate, and provide maintenance to EV charging equipment for one electric vehicle, including a Level 2 EV charger ("Equipment") to furnish the Service which includes receiving data, service fees and overnight and weekend charging for the Customer's EV only. The Company reserves the right to remotely control charging session schedules and/or curtail the energy delivered by the Equipment. Customer shall allow Company to establish connectivity with the Level 2 EV charger using Customer's internet service provider as either a primary or back-up means of communication. In such cases, either a Wi-Fi connection to Customer's router or a hardwired Ethernet connection shall be facilitated by the Customer. For the avoidance of doubt, it is the Parties' intent that this Agreement: (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental, or lease of the Equipment by Company to Customer. Customer acknowledges and agrees that Company and/or its contractors (i) will gather data and information from the Equipment and (ii) have the rights to use such data, including the right to own any derivative works created using such data.

Customer selects the following installation service:

☐ Full Installation Includes addition of a 240V circuit (assuming Customer has at least two appropriate breaker slots available), design calculations, permitting and up to 15-foot 50A branch circuit.

☐ Equipment Only Installation. Customer provides a dedicated, permitted and installed 240V circuit.

4. Equipment; Maintenance; Access. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. The Customer shall not move, modify, remove, adjust, alter, or change in any material way the Equipment, except in the event of an emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. Customer hereby grants Company access rights on the Residential Property sufficient to allow Company to perform the Services under this Agreement.

Company shall, or through its subcontractors, be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permit.

5. Monthly Service Payment. Customer shall commence payment of the Monthly Service Payment, plus any applicable taxes, on the Residential Operation Date in accordance with the General Rules and Regulations for Electric Service. Any partial month will be paid on a pro rata basis. The Monthly Service Payment shall be as set forth in the Residential Electric Vehicle Charging Services, Rate Schedule (referenced above). Offering is treated as a sale from a tax perspective. Capital cost is financed at Utility's overall rate of return as approved by the Florida Public Service Commission. These can be viewed at FPL.COM/EV

6. Title and Risk of Loss. Customer acknowledges and agrees that (i) the Equipment is personal property, will be removable and will not be a fixture or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no

(Continued on Sheet No. 9.847)

(Continued from Sheet No. 9.846)

ownership interest in the Equipment. Title shall only transfer to the Customer at the end of the original Term (or upon any earlier termination if the Company elects to not remove the Equipment). Customer shall keep the Equipment free from any liens by third parties and shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.

Customer shall bear all risk of loss or damage of any kind with respect to all or any part of the Equipment located at the Residential Property to the extent such loss or damage is caused by weather or the actions, negligence, willful misconduct or gross negligence of Customer, its contractors, agents, invitees and/or guests or any other damage which is required to be covered by insurance (collectively a "Customer Casualty"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company. In the event the Equipment is damaged and is not a Customer Casualty, the Company will (i) repair or replace the Equipment at Company's cost, or (ii) terminate this Agreement for its convenience upon written notice to Customer.

7. Expiration or Termination Transfer of Agreement. Customer has the right to (i) terminate, (ii) transfer agreement to new premise, (iii) or transfer agreement to new owner. In case of (i), Customer must pay pro-rated amount of equipment and installation plus $50 penalty (Termination), to make Company whole for installed costs. In case of (ii), Customer must pay to remove equipment from existing premise and re-install in new premise. New premise must be within FPL territory, otherwise Termination applies. Customer will continue making payments under existing Agreement at new premise. In case of (iii) Customer must pay $50 admin fee to unenroll existing customer and transfer Agreement in the name of new owner of premise. In all cases above, fees will differ depending on if installation is full or equipment only, and Customer must pay any and all outstanding monthly service payments. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer on at least thirty (30) days prior notice or as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon such termination, the Company may elect to remove the Equipment or leave the equipment and transfer title to the Customer at no charge. Upon expiration of Agreement, Company will leave equipment at premise and transfer title to Customer at no charge.

8. Warranty. Customer acknowledges and agrees that Company has not made any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the Company's obligations, Services and/or the Equipment. Customer acknowledges that there is no warranty implied by law, including the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and the implied warranty of custom or usage.

9. Customer Representations and Warranties. The Customer represents and warrants that (i) the placing of the Equipment at the Residential Property and Customer's performance of this Agreement will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (ii) all information provided by the Customer related to the Residential Property is accurate and complete; (iii) Customer has good and unencumbered title to the Residential Property either free and clear of any liens, mortgages or other encumbrances, or if any lien, mortgage or other encumbrance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment; (iv) Customer lives at the Residential Property, the Residential Property is a single-family home or townhome with an attached garage that receives RS-1 electric service from Company and is in good standing; and (v) Customer owns or leases an electric vehicle that is capable of being charged by the Equipment. The Company may allow installation of chargers outside the customer's home at the Company's discretion.

10. Limitations of Liability. Customer acknowledges and agrees that the Company will use reasonable diligence to furnish a regular and uninterrupted supply of electric service at the agreed nominal voltage. Customer agrees Company shall not be liable to the Customer or any other person for complete or partial interruptions of service, fluctuations in voltage, or curtailment of service that may occur as a result of a variety of events and circumstances, including, without limitation: (a) fuels shortages; (b) breakdown or damage to Company's generation, transmission, or distribution facilities; (c) repairs or changes in the Company generation, transmission, or distribution facilities; (d) ordinary negligence of the Company's employees, servants, or agents; (e) events of an emergency or as necessary to maintain the safety and integrity of the Company's facilities; or (f) any other act or omission or related injury that is directly or indirectly related to events of Force Majeure,. In any such case, the Company will not be liable for damages, including, but not limited to, loss of revenues or production.

Company is not an insurer of losses or damages that might arise or result from EV charging equipment not operating as expected. Neither Company nor Customer shall be liable to the other for consequential, special, exemplary, indirect or incidental losses or punitive damages under the Agreement, including loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, and Company and Customer each hereby release the other from any such liability. The provisions of this paragraph shall survive termination or expiration of this Agreement. The Company will not be liable to Customer for any damages to the EV charging equipment.

(Continued on Sheet No. 9.848)

(Continued from Sheet No. 9.847)

11. Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct.

12. Confidentiality. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) which is disclosed to Customer. Confidential Information shall not be disclosed without the prior written consent of Company.

13. Insurance. At any time that the Company is performing Services under this Agreement at the Residential Property, the Company shall, maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance. During and throughout the Term of this Agreement and until all amounts payable to the Company pursuant to this Agreement are paid in full, the Customer shall maintain a homeowner's property insurance policy with minimum limits equal to the value of the Residential Property and homeowner's liability insurance policy with minimum limits of Three Hundred Thousand ($300,000.00) Dollars.

14. Assignment. The Customer may not assign this Agreement without the consent of the Company. A sale of the Residential Property shall be treated as an early termination by Customer unless Company agrees in writing to an assignment of this Agreement to the purchaser of the Residential Property.

15. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be subject to and governed by the laws of the State of Florida, exclusive of conflicts of laws provisions. The Parties agree that any action or proceeding arising out of or related to this Agreement shall be brought in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

16. Notices. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested, or sent via overnight courier to such Party's address as set forth above.

17. Miscellaneous. Any waiver granted by a Party shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future. No modification, waiver or amendment of this Agreement shall be binding unless signed in writing by both Parties. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the -express provisions of this Agreement. The obligations of the Parties hereunder which by their nature survive the -termination -or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. If any provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Customer	Florida Power & Light Company
By:	By:
Printed Name:	Printed Name:
Date:	Title:
	Date:

First Revised Sheet No. 9.849
FLORIDA POWER & LIGHT COMPANY
Cancels Original Sheet No. 9.849

SOLAR POWER FACILITIES SERVICE AGREEMENT

This Solar Power Facilities Service Agreement ("Agreement") is made and entered into this_____day of_____, 20_____, by and between_____, a [insert entity type], having its principal office at_____(the "Customer") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (the "Company") (each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to, the Solar Power Facilities Service Rider, Rate Schedule [SPF-1], as approved or subsequently revised by the FPSC and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company, as more specifically described in a Statement of Work ("SOW") for the installation and maintenance of solar structures~~, such as solar trees and solar canopies~~, and related equipment, such as lighting and batteries (the "Service"), at the Customer facility located at_____(the "Facility").

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. Effective Date. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.

2. Term of Agreement. The term of this Agreement (the "Term") will commence on the Effective Date and will continue for ~~10~~not less than 5 years, ~~following~~ the date on which Company delivers notice to Customer that the Equipment is ready for commercial operation (the "Commercial Operation Date") Customer may, at its sole discretion, extend the Agreement for on-going maintenance after the Term is complete.

3. Scope of Services. Company will design, permit, procure, install, own, operate and provide maintenance to all solar structures, such as solar trees and solar canopies, and related equipment, such as lighting and batteries ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment may be removed at the end of the term, at the Company's sole option and unless otherwise extended, (ii) Company will own the Equipment, and Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer. Company shall have the right to access and use of Customer's electrical systems for purposes of powering Company's computer equipment used in monitoring the power generated by the Equipment. If Customer has internet access, it will permit Company access to be used in connection with such power monitoring systems. Customer acknowledges and agrees that Company and/or its contractors (i) will gather data and information from the Equipment and (ii) have the rights to use such data, including the right to own any derivative works created using such data.

4. Equipment Maintenance; Alterations. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW.

5. Customer Payments.

   (a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Customer's obligation to pay the Monthly Service Payment, plus applicable charges and taxes, shall begin on the Commercial Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.

   (b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of $5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law. Further if the Customer fails to make any undisputed payment

(Continue on Sheet No. 9.850)

(Continued from Sheet No. 9.849)

owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.

(c) Customer may make an upfront payment up to 30% of installed costs; any upfront payment above 30% of installed costs must be mutually agreed upon by Company and Customer.

6. Customer Credit Requirements. At the discretion of the Company and subject to the confidentiality obligations set forth in this Agreement, Company may request and Customer shall provide Company with the most recent financial statements of each of the Customer and/or its parent company and with such other documents, instruments, agreements and other writings to determine the creditworthiness of Customer. The Company may also use debt ratings provided by the major credit rating agencies or consult other credit rating services to determine Customer creditworthiness. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tariff for the surety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 11(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.

7. Grant of Access. Customer hereby grants Company access to the Facility sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement, including required distribution services, equipment and needs. In the event that Company, in its sole discretion, determines that an easement is necessary for the purpose of connecting the Equipment to the electrical grid, then Customer shall grant Company an easement in a mutually agreeable location in, on, over, under, through and across a portion of the Facility to be identified by the Parties on the Company's customary form. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Facility to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access"). Upon execution of this Agreement and the Parties agreement to the Equipment location, Company shall obtain a legal description of the necessary Access locations. The Customer must also obtain and provide mortgage subordinations, as necessary to protect the Company's right of Access. Failure to provide the above requested documents in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Customer agrees that it will not interfere with Company's right of access to the Facility as reasonably necessary for (i) Company's laydown and installation of the Equipment, (ii) Company's maintenance and/or removal of Equipment, and (iii) Company's performance of the Service.

8. Customer Responsibilities. The Customer shall be obligated, at its sole expense, to keep the Facility free and clear of anything that may (i) impair the maintenance or removal of Equipment, or (ii) cause damage to the Equipment.

9. Permits and Regulatory Requirements. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permits.

10. Title and Risk of Loss.

(a) Title The Customer agrees that Equipment installed at the Facility is and will remain the sole property of Company unless and until such time as the Customer purchases the Equipment as set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 10(a). The Parties agree that the Equipment is personal property of Company and not a fixture

(Continue on Sheet No. 9.851)

(Continued from Sheet No. 9.850)

to the Facility and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more UCC financing statements or fixture filings, as applicable, in such jurisdictions, as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Facility. The Company will collect and own the data related to usage of the Equipment.

(b) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Facility.

(c) Risk of Loss to Equipment (Customer Responsibility). CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE FACILITY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS EMPLOYEES, CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 16(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY, A "CUSTOMERCASUALTY"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.

(d) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

11. Expiration or Termination of Agreement.

(a) Early Termination for Convenience by Customer. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-hundred eighty (180) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 6 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company.

(b) Early Termination by Company for Convenience or by Company Due to Change in Law. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least one-hundred eighty (180) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 11(b), Customer must choose to either: (i) purchase the Equipment upon payment of a transfer price mutually

(Continue on Sheet No. 9.852)

(Continued from Sheet No.9.851)

agreeable to Company and Customer; or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.

(c) Early Termination of Agreement for Cause. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within thirty (30) days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 19, Customer sells, transfers or otherwise disposes of the Facility; (v) Customer or any guarantor of Customer's obligations or liabilities hereunder ("Guarantor") sells, transfers or otherwise dispose of all or substantially all of its assets; (vi) Customer or Guarantor enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors; (vii) any representation or warranty made by Customer or Guarantor or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (viii) Customer removes or allows a third party to remove, any portion of the Equipment from the Facility.

i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 11(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Facility (who has not assumed the Agreement pursuant to Section 19) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

ii. Upon a termination for cause by Customer, Customer must choose to either (i) purchase the Equipment upon payment of a transfer price mutually agreeable to Company and Customer, or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(d) Expiration of Agreement. ~~At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer, (ii) to purchase the Equipment upon payment of a transfer price mutually agreeable to Company and Customer plus applicable taxes, plus any outstanding Monthly Service Payments and applicable taxes, for Service provided to Customer prior to the expiration of the Term, or (iii) to request that Company remove the Equipment and for Customer to pay Company the Termination Fee. In the event that Customer fails to make a timely election, Customer shall be deemed to have elected option (iii).~~ At end of Term of the Agreement, ownership and title of equipment shall transfer to customer at no additional charge except for all outstanding monthly service payments and any applicable taxes. For the avoidance of doubt, Company has the right, but not the obligation, to access ~~and remove~~ any and all Equipment, at its sole discretion during term of the Agreement. ~~Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If option (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month basis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date that either Customer or Company provides written notice to the other Party to change the election to option (iii) above.~~

(Continue on Sheet No. 9.853)

(Continued from Sheet No. 9.852)

12. Warranty and Representations.

(a) Company's Disclaimer of Express and/or Implied Warranties. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE FACILITY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.

(b) Customer Representations and Warranties The Customer represents and warrants that (i) the Facility at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Facility will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Facility is accurate and complete; (iv) Customer holds title to the real property on which the Facility is located or has the right of possession of the real property on which the Facility is located for the Term; and (v) Customer has the right to grant Company access and/or easement rights related to the real property on which the Facility is located, or has the right to require the owner of the real property on which the Facility is located to grant Company such access and/or easement rights.

13. LIMITATIONS OF LIABILITY.

(a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.

(b) SUBJECT TO SECTION 13(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.

(c) THE LIMITATIONS OF LIABILITY UNDER SECTION 13(a) AND SECTION 13(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 16(c).

Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 13.

Agreed and accepted by Customer:_____(Initials)

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14. Force Majeure. An event of Force Majeure shall have the meaning as set forth in the Technical Terms and Abbreviations of the Company Tariff.~~is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, sabotage, epidemics, pandemics, explosions and fires not originating in the Facility or caused by its operation, hurricanes, floods, or labor disputes or difficulties (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement).~~ If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 14 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.

15. Confidentiality. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by a disclosing Party or otherwise ("Disclosing Party"), which is disclosed to a receiving Party ("Receiving Party"). Confidential Information shall not be used for any purpose other than for purposes of this Agreement. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard. Except to the extent required by applicable law, Customer shall not make any public statements that reference the name of Company or its affiliates without the prior written consent of Company.

16. Insurance and Indemnity.

(a) Insurance to Be Maintained by the Company.

i. At any time that the Company is performing Services under this Agreement at the Customer Facility, the Company shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million ($1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million ($1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million ($2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million ($1,000,000.00) Dollars per accident, by disease and per policy and per employee.

(b) Notwithstanding any other requirement set forth in this Section 16(a), Company may meet the above required insurance coverage and limits with any combination of primary, excess, or self-insurance.

17. Insurance to Be Maintained by the Customer.

i. The Customer, during and throughout the Term of this Agreement, shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million ($1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million ($1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million ($2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million ($1,000,000.00) Dollars per accident, by disease and per policy and per employee. With respect to insurance required in (i), (ii), and (iii) above, Customer shall name Company as an additional insured and provide a waiver of subrogation in favor of Company.

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ii. In the event Customer is subject to Section 768.28 Florida Statutes, Customer acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that Customer is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of Two Hundred Thousand ($200,000.00) Dollars per person and Three Hundred Thousand ($300,000.00) Dollars per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Customer shall also maintain workers' compensation insurance in accordance with Chapter 440, Florida Statutes. Coverage shall also include Employers' Liability coverage with limits of One Million ($1,000,000.00) Dollars per accident.

(a) Indemnity. ~~The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.~~ Each party shall indemnify, hold harmless, and defend the other party from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require either party to indemnify the other party for Losses caused by a party's own negligence, gross negligence, or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

18. Non-Waiver. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

19. Tax Credits; Financial Incentives; Sale of Energy. Installation and operation of the Equipment at the Facility may result in the availability of federal and/or state tax credits, and other financial incentives (collectively hereinafter "Incentives"). ~~Company~~ This Agreement will be treated as a sale from a tax perspective, and Customer shall be the sole recipient and beneficiary of any Incentives. ~~Company may decide, in its sole discretion, how any Incentives shall be distributed, disbursed or assigned. Customer shall have no right to any Incentives.~~ All electricity produced by the Equipment, and the right to utilize such electricity, shall be the sole property and right of the Customer.

20. Assignment. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 6 (Customer Credit Requirements), such sale shall be considered an early termination of this Agreement by Customer unless the Company agrees in writing to an assignment of this Agreement to the purchaser of the real property.

21. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty- five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

22. Modification. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

23. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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FLORIDA POWER & LIGHT COMPANY

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24. Survival. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.

25. Notices. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand- delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement. Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

26. Further Assurances. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

27. Governmental Entities. For those Customers which are a governmental entity of the State of Florida or political subdivision thereof ("Governmental Entity"), to the extent the Governmental Entity is legally barred by Florida state or federal law from executing or agreeing to any provision of this Agreement, then such provision of this Agreement will be deemed modified to the extent necessary to make such provisions consistent with Florida state or federal law. The remainder of this Agreement shall not be affected thereby and will survive and beenforceable.

28. Environmental Attributes. In the event that, at any time during the term, the operation of the solar system results in the creation of environmental attributes (including, but not limited to, emission credit, renewable energy certificate, or environmental credit,) Customer shall be 100 % entitled to such attributes. Parties shall cooperate to obtain the necessary system details and information to enable system registration and attribute tracking. Unless instructed otherwise by the Customer, FPL will automatically, on the Customer's behalf, retire the renewable energy certificate (RECs) associated with the generation produced by the system. FPL will provide participants with REC retirement summary reports.

29. Entire Agreement. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

30. Site Feasibility. For any customer location(s), Company in its sole discretion may determine feasibility study (or studies) are required to determine if solar structure(s) can be safely deployed. Site feasibility includes, but is not limited to, stormwater / drainage analysis, rooftop health / loading assessment, uplift / wind mitigation analyses, geotechnical analyses, soil assessments, and other relevant studies / analyses.

Company will communicate site feasibility needs and costs with Customer. Customer will be provided a not to exceed amount for site feasibility study. Regardless of results of feasibility study, costs associated with Customer site feasibility studies will be recovered from Customer. Site feasibility costs will be recovered in one of the methods below based upon Customer's election:

1. Project Execution: Feasibility costs included as part of the total project costs and recovered through monthly service charge under this tariff
2. Customer Payment: Feasibility costs collected from Customer based on invoice for feasibility study from Company

Upon completion of the feasibility study, Company will be responsible for producing a feasibility study report and providing it to Customer, and the contents of the information contained in the feasibility report shall become the property of the Customer, but Company may retain a copy and utilize any non-Customer specific information in the report. Customer is under no obligation to participate in the program solely based on completion of site feasibility studies.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Customer	Florida Power & Light Company
By:_____ (Signature of Authorized Representative)	By:_____ (Signature of Authorized Representative)
_____ (Print or Type Name)	_____ (Print or Type Name)
Title: _____	Title: _____
Date:_____	Date: _____

OPTIONAL HVAC SERVICES AGREEMENT

THIS Optional HVAC Services Agreement ("Agreement") is made and entered into this_____day of_____ 20_____by and between_____, having a primary residence located at _____ (hereafter, the "Customer") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (hereafter "Company") (each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to the Optional HVAC Services Rider Rate Schedule, as approved or subsequently revised by the FPSC (hereafter the "Rider") and the Company's General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a Statement of Work ("SOW"), for the purpose of providing installation, maintenance and operating control (as described in the Company's Residential On Call Program) of HVAC equipment (collectively, the "Service") at the Customer residential property located at_____ (hereafter the "Residential Property"). Customer's participation in the Company's Residential On Call Program is a condition precedent to this Agreement.

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date**. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.

2. **Term of Agreement**. The term of this Agreement will commence on the Effective Date and will continue for a term of [10, 12, or 15] years following the Residential Operation Date as defined in Section 4(a) below (the "Term").

3. **Scope of Services**. Company, through its authorized contractors, will design, procure, install, own, operate, and provide maintenance to all HVAC equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not a lease of the Equipment by Company to Customer.

4. **Design and Installation**. Company, through its authorized contractors, will design, procure, and install the Equipment pursuant to the requirements of the SOW.

   (a) Residential Operation. Upon completion of the installation of the applicable Equipment in accordance with the requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for operation, with the date of such notice being the "Residential Operation Date".

   (b) Commencement of Monthly Service Payment Upon Residential Operation Date. Customer's obligation to pay the applicable Customer's monthly Service payment, plus applicable taxes due from Customer pursuant to Section 6 (Customer Payments), shall begin on the Residential Operation Date and shall be due and payable by Customer pursuant to the Company's General Rules and Regulations for Electric Service.

5. **Equipment Maintenance; Alterations**. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under

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Section 12(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not move, modify, remove, adjust, alter, or change in any material way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

6. **Customer Payments.**

   (a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Applicable taxes will also be included in or added to the Monthly Service Payment.

   (b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of $5.00 or 1.5% applied to any past due unpaid balance of all accounts. Further, if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.

   (c) HVAC Services Credits. At the request of the Customer, Company may at its discretion either (i) apply the net present value of the monthly credits available under the Company's Residential On Call Program for the Equipment as (a) a credit against the initial monthly fees of this Agreement, or (b) an up-front credit, or (ii) utilize the monthly credits available under the Company's Residential On Call Program as an offset against the monthly fees of this Agreement. The application of the credits will be reflected in the applicable SOW.

7. **Customer Credit Requirements**. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond, or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tariff for the surety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 13(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.

8. **Right of Access**. Customer hereby grants Company an access easement on the Residential Property sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Residential Property to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access").

9. **Company Interruption, Operation and Testing of Equipment**. The Company shall have the right to interrupt the operation of the Equipment pursuant to the Company's Residential On Call Program. The Company shall also have the right to manually and/or remotely control the Equipment for purposes of fulfilling its obligations under this Agreement.

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10. **Customer Responsibilities**. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Residential Property. The Customer shall be obligated, at its sole expense, to keep the Residential Property free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to Section 9, or (iii) cause damage to the Equipment.

11. **Permits and Regulatory Requirements**. Company shall be responsible for obtaining and for compliance with any license or permit required to enable it to provide the Service. Customer agrees to cooperate with Company and to assist Company in obtaining and closing any required permit.

12. **Title and Risk of Loss**.
    (a) Title. The Customer agrees that Equipment installed at the Residential Property is and will remain the sole property of Company unless and until such time as the Customer satisfies its obligations under the Agreement through the end of its term or exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment, or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 12(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Residential Property and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Residential Property.

    (b) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.

    (c) Risk of Loss to Equipment (Customer Responsibility). **CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE RESIDENTIAL PROPERTY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS (COLLECTIVELY A "CUSTOMER CASUALTY").**

    (d) Risk of Loss to Equipment. In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged or has such a severe failure that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) mutually agree with Customer to replace the Equipment and (a) adjust the Monthly Service Payments to reflect the new in- place cost of the Equipment less the in-place cost of the replaced Equipment and/or (b) extend the Term of the Agreement to enable Company to recover the capital cost of the replacement Equipment

(Continue on Sheet No. 9.861)

(Continued from Sheet No. 9.860)

For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. In the event the Equipment is damaged and is a Customer Casualty, the Company will repair or replace the Equipment at Customer's cost, or, in the event that Equipment is so severely damaged or has such a severe failure that substantial replacement is necessary, the Company may terminate this Agreement for its convenience upon written notice to Customer and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a).

13. Expiration or Termination of Agreement.

(a) **Early Termination for Convenience by Customer**. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least ninety (90) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment (including the recovery of the amount Customer would have paid had Company not levelized the Monthly Service Payments during the Term) less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, plus (v) any advance payment of HVAC Services Credits by Company to Customer under the Company's Residential On Call Program, plus (vi) the cost of removal of the Fixture Filing (as defined in Section 20), minus
(vii) any payment security amounts recovered by the Company under Section 7 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company. Company retains the right to invoice Customer based upon actual salvage value within one-hundred eighty (180) days of the date of Company's removal of Equipment. In lieu of the credit for any salvage value of the Equipment pursuant to subsection (iii) above or the charge for removal costs pursuant to subsection (iv) above, Customer may elect to take title to the Equipment upon full payment of the balance of the Termination Fee plus any applicable taxes.

(b) **Early Termination by Company for Convenience or by Company Due to Change in Law.** The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least ninety (90) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 13(b), Customer must choose to either: (i) Purchase the Equipment upon payment of the Termination Fee as defined in Section 13(a) plus applicable taxes, but not including a credit for any salvage value of the Equipment or charge for removal costs; or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(Continue on Sheet No. 9.862)

(Continue from Sheet No. 9.861)

If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment. Notwithstanding anything to the contrary above, upon FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service, Company will use commercially reasonable efforts to assign its rights and obligations under this Agreement to a third party pursuant to Section 20.

(c) **Early Termination of Agreement for Cause**. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within five (5) business days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 20, Customer sells, transfers or otherwise disposes of the Residential Property; (v) Customer enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors; (vi) any representation or warranty made by Customer or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; (vii) Customer removes or allows a third party to remove, any portion of the Equipment from the Residential Property; or (viii) Customer discontinues its participation in the Company's Residential On Call Program.

i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment, and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Residential Property (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

ii. Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to Section 13(e), or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(d) **Expiration of Agreement**. At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to take title of the Equipment if Customer has made all payments required under this Agreement (ii) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer,; (iii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) if Customer has not made all payments required in the Agreement, or (iv) to request that Company remove the Equipment and for Customer to pay Company the Termination Fee.

(Continue on Sheet No. 9.863)

(Continue from Sheet No. 9.862)

In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month basis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date Customer provides written notice to Company to change its election to option (iii) above.

(e) **Customer Purchase Option**. Pursuant to a purchase option under Section 13(c), Section 13(d), or Section 20, the Customer may elect to purchase and take title to the Equipment upon payment of the Termination Fee as defined in Section 13(a) plus applicable taxes but not including a credit for any salvage value of the Equipment or charge for removal costs. Company will invoice Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and payable by Customer within thirty (30) days of the date of such invoice.

14. Warranty and Representations.

(a) Company's Disclaimer of Express and/or Implied Warranties. **CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE RESIDENTIAL PROPERTY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.**

(b) Customer Representations and Warranties. The Customer represents and warrants that (i) the Residential Property at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Residential Property will comply with all laws, rules, regulations, ordinances, zoning requirements, or any other federal, state, and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Residential Property is accurate and complete; and (iv) Customer holds sole and exclusive title to the Residential Property or has the sole and exclusive right of possession of the Residential Property for the Term.

15. LIMITATIONS OF LIABILITY.

(a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.

(Continue on Sheet No. 9.864)

(Continue from Sheet No. 9.863)

(b) SUBJECT TO SECTION 15(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES, OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.

(c) THE LIMITATIONS OF LIABILITY UNDER SECTION 15(a) AND SECTION 15(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c). Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 15.

16. **Force Majeure**. Force Majeure is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Residential Property or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement). If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.

17. **Confidentiality**. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic, or visual) and whether prepared by Company or otherwise, which is disclosed to Customer. Confidential Information shall not be used for any purpose other than for purposes of this Agreement and shall not be disclosed without the prior written consent of Company.

18. **Insurance and Indemnity**.

(a) Insurance to Be Maintained by the Company. At any time that the Company is performing Services under this Agreement at the Customer Residential Property, the Company shall, maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance.

(b) Insurance to Be Maintained by the Customer. During and throughout the Term of this Agreement and until all amounts payable to the Company pursuant to this Agreement are paid in full, the Customer shall maintain a homeowner's insurance policy with minimum liability coverage of Three Hundred Thousand ($300,000.00) Dollars.

(Continue on Sheet No. 9.865)

(Continue from Sheet No. 9.864)

(c) Indemnity. The Customer shall indemnify, hold harmless, and defend Company from and against any and all liability, proceedings, suits, cost, or expense for loss, damage, or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence, or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

19. **Non-Waiver**. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

20. **Assignment**. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated, or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(e), or this Agreement may be assigned by the Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and Company. This Agreement is free of any restrictions that would prevent the Customer from freely transferring the Residential Property. Company will not prohibit the sale, conveyance, or refinancing of the Residential Property. Company may choose to file in the real estate records one or more precautionary UCC financing statements or fixture filings (collectively "Fixture Filing") that preserves their rights in the Equipment. The Fixture Filing is intended only to give notice of its rights relating to the Equipment and is not a lien or encumbrance against the Residential Property. Company shall explain the Fixture Filing to any subsequent purchasers of the Residential Property and any related lenders as requested. Company may assign its rights and obligations under this Agreement as allowed by applicable law upon written notice to Customer.

21. **Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial**. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

22. **Modification**. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification, or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

(Continue on Sheet No. 9.866)

(Continued from Sheet No. 9.865)

23. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24. **Survival**. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.

25. **Notices**. All notices, demands, offers, or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement and with respect to Company, sent to the attention of HVAC Services Program Administrator. Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

26. **Further Assurances**. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

27. **Entire Agreement**. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written, or implied, regarding the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Customer

By: _____
(Signature)

(Print or Type Name)

Date: _____

Florida Power & Light Company

By: _____
(Signature of Authorized Representative)

(Print or Type Name)

Title: _____

Date: _____

Customer

By: _____
(Signature)

(Print or Type Name)

Date: _____

FLORIDA POWER & LIGHT COMPANY

~~Fourth~~ Fifth Revised Sheet No. 9.870
Cancels ~~Third~~ Fourth Revised Sheet No. 9.870

~~Existing Facility Economic Development Rider – EFEDR~~
~~Service Agreement~~

~~New Load established in General Service or Industrial space that has been vacant for more than six months~~

~~CUSTOMER NAME~~_____

~~ADDRESS~~_____

~~TYPE OF BUSINESS~~_____

~~The Customer hereto agrees as follows:~~

~~with_____Establish service in a currently vacant building or other facility and create additional load of at least 350 kW of measured demand full-time jobs.~~

~~1. That the quantity of new or expanded load shall be_____kW of Demand.~~

~~2. The nature of this new or expanded load is_____.~~

~~3. The general service/industrial space of the new load has been vacant for more than six months.~~

~~4. That the customer load will be served with existing facilities or that customer has paid, or agrees to pay, any contributions in aid of construction or guarantees for any additional facilities that may be required.~~

~~5. To initiate service under this Rider on_____, _____, and terminate service under this Rider on _____, _____. This shall constitute a period of five years.~~

~~6. To provide verification that the availability for this Rider is a significant factor in the Customer's location/expansion decision.~~

~~7. 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 EFEDR and continue the schedule of credits.~~

~~8. To provide verification that there is no affiliation with the prior occupant.~~

~~Signed:_____~~
~~FLORIDA POWER & LIGHT COMPANY~~

~~Accepted by:_____~~

~~Title:_____~~

~~Date:_____~~

~~Date_____~~

RESEVED FOR FUTURE USE

Issued by: Tiffany Cohen, VP Financial Planning and Rate Strategy ~~Senior Director, Regulatory Rates, Cost of Service and Systems~~
Effective: ~~January 1, 2022~~

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 9.910
Cancels Third Revised Sheet No. 9.910

FPL ACCOUNT No. _____

FPL PREMISE No. _____

STANDBY AND SUPPLEMENTAL SERVICE AGREEMENT

This Agreement made this _____day of _____ , _____ , by and between, _____ , its successors and assigns (hereafter called "the Customer"), located at _____ , Florida, and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, its successors and assigns (hereafter called "the Company").

WITNESSETH

WHEREAS, the Customer is required, or has requested, to take electric Standby and/or Supplemental Service, or the Company is currently providing electric Standby and/or Supplemental Service, as defined by Rate Schedule SST-1, marked Exhibit "A", and made a part of this Agreement, and

WHEREAS, the Company is willing to provide, or to continue to provide, such Standby and/or Supplemental Service under the terms and conditions specified herein,

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. Standby Service will be rendered in compliance with all terms and conditions set forth in Rate Schedule SST-1, marked Exhibit "A", and Supplemental Service will be initially billed under Rate Schedule _____, marked Exhibit "B", both schedules are attached hereto and made a part of this agreement, or any successor schedule which may be approved from time to time by the Florida Public Service Commission.

2. The Customer agrees to the following for purposes of applying Rate Schedule SST-1 to Company supplied service:

   (a) The initial Contract Standby Demand is _____ kw, which is defined as the highest amount of Customer load served by the Customer's generation, _____ kw, less the amount of Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment, _____kw. The initial Contract Standby Demand shall not exceed the Customer's installed generation capacity and shall not be less than zero.

Contract Standby Demand =	Highest amount of Customer load served by the Customer's generation MINUS Amount of Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment

   This Contract Standby Demand will not be less than the maximum load actually served by the Customer's generation during the current month or prior 23 month period less the amount specified above as Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment.

   A Customer's Contract Standby Demand may be re-established to allow for the following adjustments:

   1. Demand reduction resulting from the installation of FPL Demand Side Management Measures or FPL Research Project efficiency measures; or
   2. Demand reductions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by FPL; or
   3. Permanent changes to customer facilities that result in a permanent loss of electric load, including any fuel substitution resulting in permanently reduced electricity consumption, upon verification by FPL.

   The re-established Contract Standby Demand shall be the higher of the actual Contract Standby Demand calculated in the next billing period following the Customer's written request or the prior Contract Standby Demand minus the calculated demand reduction. Requests to re-establish the Contract Standby Demand may be processed up to twice per calendar year when more than one efficiency measure is installed or where the same efficiency measure is installed in phases.

   (b) The amount of load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment:

   i) Must be demonstrated to the Company's satisfaction when initially established.

(Continued on Sheet No. 9.911)

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 9.911
Cancels Fourth Revised Sheet No. 9.911

(Continued from Sheet No. 9.910)

ii) Is subject to periodic verification by the Customer upon request by the Company. If the Customer fails to confirm that the load not served by the Company is equal to that set forth in 2(a), then, at the option of the Company, the load set forth in 2(a) will be adjusted in the current and subsequent billing months to the level which was demonstrated.

(c) The minimum normal operating level of the Customer's generation equipment is_____kW. Standby Service can only be provided when the Customer's generation is less than this specified amount.

3. (a) Customers desiring to operate any electric generating equipment in parallel with the Company's system shall be responsible for providing the Company with the necessary information for the evaluation of such interconnected operation. In the event that the generating facility or facilities meet(s) the criteria for "qualifying facility" status contained in Rule 25-17.080, F.A.C., then the parties' interconnection agreement entered in accordance with Rule 25-17.087, F.A.C. shall govern all aspects of interconnected operations. The Company shall not be required to permit the parallel operation of any generating equipment that does not meet qualifying facility status criteria.

(b) The Customer shall be responsible for costs associated with interconnection equipment used to operate the generating facility either in parallel with the Company's system as specified in the interconnection agreement, or in isolation from the Company's system, including, but not limited to, responsibility for the cost associated with modifying, providing, operating, replacing, maintaining and removing all necessary lines, substations, transformers, switching and protective facilities and other equipment necessary to utilize the electric service delivered hereunder.

(c) Any arrangement for power deliveries by the Customer into the Company's system shall be the responsibility of the Customer; the Company shall review and evaluate each request on a case-by-case basis. The Company shall not be responsible for accepting such deliveries of power unless the Customer has entered into an interconnection agreement.

4. When the Customer's power supply is to be operated at any time in parallel with the Company's electric system, the Customer shall be responsible for ensuring safeguards, which are considered adequate by the Company, to the Company's system including but not limited to the Company's customers, personnel and equipment. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Customer shall indemnify and save the Company harmless from any and all claims, costs, or expense for loss, damage, or injury to persons or property (including the Customer's generation system and the Company's system) caused by or resulting from:

(a) Any act or omission by the Customer, or Customer's contractors, subcontractors, agents, servants and employees in connection with the installation or operation of the Customer's generation system or the operation thereof in connection with the Company's system;
(b) Any defect, failure of, or fault related to the Customer's generation system;
(c) The Customer's negligence or negligence of the Customer's contractors, subcontractors agents, servants and employees or;
(d) Any other event or act that is the result of, or proximately caused by, the Customer's facility.

5. When the Customer's power supply is to be operated at any time in parallel with the Company's electric system, the Customer shall deliver to the Company, at least fifteen days prior to the start of any interconnection construction, a certified copy or duplicate original of a liability insurance policy issued by a mutually acceptable insurance company authorized to do business in the State of Florida. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, this policy shall jointly protect and indemnify the Customer and the Company, its officers, employees, and representatives against all liability and expense as a result of claims and suits for injuries or damages to persons or property arising out of the interconnection with the Customer, or caused by operation of any of the Customer's equipment or by the Customer's failure to maintain its facility's equipment in satisfactory and safe operating condition.

The policy providing such coverage shall provide public liability insurance, including property damage, in an amount not less than $_____for each occurrence. Governmental entities authorized under Florida or federal law to be self-insured, in lieu of providing evidence of adequate commercial insurance, have the option of providing to the Company evidence that the applicant has established an adequate self-insurance plan to cover the obligations of indemnification referenced herein; and shall, upon request, provide such other information as the Company may deem necessary and relevant. In addition, the above required policy or self-insurance plan, if applicable, shall be endorsed with a provision whereby the insurance company or governmental entity will notify the Company at least thirty days prior to the effective date of cancellation or material change in the policy or plan.

In addition to the minimum coverage outlined above, the various commercial general liability insurance policies are subject to FPL's approval and, upon request, the Customer shall make certified copies of these various general liability insurance policies, and/or information regarding the self-insurance plan, available for inspection by FPL's Risk Management Department within fifteen (15) days of a request therefore. Any inspection of such plans or policies shall not obligate FPL to advise the Customer of any deficiencies in such plans or policies, and such inspection shall not relieve the Customer from, or be deemed a waiver of, FPL's right to insist on strict fulfillment of the Customer's obligations hereunder.

The Customer shall pay all premiums and other charges due on said policy and keep said policy in force during the entire period of interconnection with the Company.

(Continued on Sheet No. 9.912)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: December 7, 2006

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 9.912
Cancels Fourth Revised Sheet No. 9.912

(Continued from Sheet No. 9.911)

6. The Customer will allow the Company to make all necessary arrangements to meter (1) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment and, if the Customer is interconnected and operating electric generating equipment in parallel with the Company's system, (3) the capacity and energy supplied to the Company by the Customer's generation equipment. The Company shall provide and the Customer shall be required to pay the installation, operation and maintenance costs incurred by the Company for the metering equipment required in (2) and (3) described above. The Company shall retain ownership of all metering equipment.

   Where the Customer and the Company agree that the Customer's service requirements are totally standby or totally supplemental, the Company shall bill the Customer accordingly and not require Company metering of the gross demand and energy output of the Customer's generation equipment provided that where only standby service is taken, (1) the Customer and the Company agree to the maximum amount of standby service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating equipment from its own metering as is necessary to permit analysis and reporting of the load and usage characteristics of Standby and Supplemental Service.

7. The initial term of this Agreement is for a period of five years from_____,_____. The Customer shall give the Company at least five years written notice sent by certified mail before the Customer may transfer from service under Rate Schedule SST-1 to service under any other applicable retail rate schedule. Transfers, with less than five years written notice, *to an applicable retail rate schedule may be permitted if it can be shown that such transfer is in the best interests of the Customer,* the Company, and the Company's other ratepayers.

8. A new Standby and Supplemental Service Agreement may be executed (1) in the event there is an increase in the Customer's generating facilities prior to the end of this Agreement or (2) it is mutually agreed between the Company and the Customer.

9. All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified mail to the parties designated below. The parties designate the following to be notified or to whom payment shall be sent until such time as either party furnished the other party written instructions to contact another individual.

   For CUSTOMER: For FPL:

10. This Agreement supersedes all previous agreements or representations, either written, verbal, or otherwise between the Customer and the Company other than an interconnection agreement, with respect to Standby and/or Supplemental Service and the matters contained herein and constitutes the entire Agreement between the parties. In the event of a conflict between this agreement and an interconnection agreement, the interconnection agreement shall prevail.

11. This Agreement is subject to the Company's effective "General Rules and Regulations for Electric Service" and the Rules of the Florida Public Service Commission.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed the day and year set above.

Charges and Terms Accepted:

FLORIDA POWER & LIGHT COMPANY

_____
Customer (Print or type name of Organization)

By:_____
Signature (Authorized Representative)

By:_____
(Signature)

_____
(Print or type name)

_____
(Print or type name)

Title:_____

Title:_____

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: December 7, 2006

FLORIDA POWER & LIGHT COMPANY

Fifth **Revised Sheet No. 9.920**
Cancels Fourth Revised Sheet No. 9.920

FPL ACCOUNT No. _____

FPL PREMISE No. _____

INTERRUPTIBLE STANDBY AND SUPPLEMENTAL SERVICE AGREEMENT

This Agreement is made this_____day of_____,_____, by and between _____ _____(hereinafter called "the Customer"), located at_____, Florida, and FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida (hereinafter called "the Company").

WITNESSETH

For and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of the Company's Interruptible Standby and Supplemental Service Schedule ISST-1 (hereinafter called "Schedule ISST-1") as currently approved or as may be modified from time to time by the Florida Public Service Commission (hereinafter called the "Commission"). The Customer understands and agrees that, whenever reference is made in this Agreement to Schedule ISST-1, both parties intend to refer to Schedule ISST-1 as it may be modified from time to time. A copy of the Company's presently approved Schedule ISST-1 is attached hereto as Exhibit A and hereby made an integral part of this Agreement.

2. The Company and the Customer agree that Schedule ISST-1 may be modified or withdrawn subject to determinations made under Commission Rule 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions, or any other Commission determination.

3. The Customer agrees to the following for purposes of applying Schedule ISST-1 to Company supplied service:

   (a) The initial Contract Standby Demand is_____kw, which is defined as the highest amount of Customer's load served by the Customer's generation,_____kw, less the amount of Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment,_____kw. The initial Contract Standby Demand shall not exceed the Customer's installed generation capacity and shall not be less than zero.

Contract Standby Demand =	Highest amount of Customer load served by the Customer's generation MINUS Amount of Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment

   This Contract Standby Demand will not be less than the maximum load actually served by the Customer's generation during the current month or prior 23 month period less the amount specified above as Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment.

   A Customer's Contract Standby Demand may be re-established to allow for the following adjustments:

   1. Demand reduction resulting from the installation of FPL Demand Side Management Measures or FPL Research Project efficiency measures; or
   2. Demand reductions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by FPL; or
   3. Permanent changes to customer facilities that result in a permanent loss of electric load, including any fuel substitution resulting in permanently reduced electricity consumption, upon verification by FPL.

   The re-established Contract Standby Demand shall be the higher of the actual Contract Standby Demand calculated in the next billing period following the Customer's written request or the prior Contract Standby Demand minus the calculated demand reduction. Requests to re-establish the Contract Standby Demand may be processed up to twice per calendar year when more than one efficiency measure is installed or where the same efficiency measure is installed in phases.

   (b) The amount of load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment:

      i) Must be demonstrated to the Company's satisfaction when initially established.

(Continued on Sheet No. 9.921)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: December 7, 2006

FLORIDA POWER & LIGHT COMPANY

~~Third~~Fourth Revised Sheet No. 9.921
Cancels ~~Second~~ Third Revised Sheet No. 9.921

(Continued from Sheet No. 9.920)

ii) Is subject to periodic verification by the Customer upon request by the Company. If the Customer fails to confirm that the load not served by the Company is equal to that set forth in 2(a), then, at the option of the Company, the load set forth in 2(a) will be adjusted in the current and subsequent billing months to the level which was demonstrated.

(c) The minimum normal operating level of the Customer's generation equipment is_____kw. Standby Service con only be provided when the Customer's generation is supplying less than this specified amount.

4. The Customer agrees to a "Firm Standby Demand" level of _____kw during the periods when the Company is interrupting the Customer's service. This "Firm Standby Demand" level shall not be exceeded during periods when the Company is interrupting load. Upon mutual agreement of the Company and the Customer, the Customer's Firm Standby Demand may subsequently be raised or lowered, as long as the change in the "Firm Standby Demand" level is not a result of a transfer of load from the interruptible portion of the Customer's load. The Customer shall notify the Company upon adding firm load.

5. The Customer will allow the Company to make all necessary arrangements to meter (1) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment to the load served by the Customer and, if the Customer is interconnected and operating electric generating equipment in parallel with the Company's system, (3) the capacity and energy supplied to the Company by the Customer's generation equipment. The Company shall provide and the Customer shall be required to pay the installation, operation and maintenance costs incurred by the Company for the metering equipment required in (2) and (3) described above. The Company shall retain ownership of all metering equipment.

Where the Customer and the Company agree that the Customer's service requirements are totally standby or totally supplemental, the Company shall bill the Customer accordingly and not require Company metering of the gross demand and energy output of the Customer's generation equipment provided that where only standby service is taken, (1) the Customer and the Company agree to the maximum amount of standby service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating equipment from its own metering as is necessary to permit analysis and reporting of the load and usage characteristics of service provided pursuant to Schedule ISST-1.

6. Prior to the Customer's receipt of service under Schedule ISST-1 the Customer must provide the Company access to inspect any and all of the Customer's interruptible equipment, and must also have received approval from the Company that said equipment is satisfactory to interrupt the Customer's load. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation, maintenance and repair of the equipment. The Customer shall be responsible for maintaining the Customer's interruptible equipment and shall provide the Company access at any reasonable time to inspect the condition of the equipment for purposes of determining whether the interruptible equipment is satisfactory to interrupt the Customer's interruptible load. It is expressly understood that the initial approval and later inspections by the Company are not for the purpose of, and are not to be relied upon by the Customer for, determining whether the interruptible equipment has been adequately maintained or is in compliance with any applicable electrical code standards or legal requirements.

7. Upon completion of the installation of the interruptible equipment, a test of this equipment will be conducted at a time and date mutually agreeable to the Company and the Customer. The test will consist of a period of interruption of not less than one hour. Effective upon the completion of the testing of the interruptible equipment, the Customer will agree to a "Firm Standby Demand". Service under Schedule ISST-1 cannot commence prior to the successful completion of the test.

8. In order to minimize the frequency and duration of interruptions under Schedule ISST-1, the Company will attempt to obtain reasonably available additional capacity and/or energy under the Continuity of Service Provision in Schedule ISST-1. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Customers during a capacity shortage; in other words, the Company is not obligated to account for or otherwise reflect in its generation and transmission planning and construction the possibility of providing capacity and/or energy under the Continuity of Service Provision. Customers receiving service under Schedule ISST-1 may elect to continue taking service under the Continuity of Service Provision and it will be provided only if such capacity and/or energy can be obtained by the Company and can be transmitted and distributed to non-firm Customers without any impairment of the Company's system or service to other firm Customers. The Company shall not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur in the events (a) Company is unable to obtain reasonably available additional capacity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested or (b) the capacity cannot be transmitted and distributed to non-firm Customers without any impairment of the Company's system or service to other firm Customers. The Customer elects / does not elect to continue taking service under the Continuity of Service Provision. The Company shall not be liable for any damages or injuries, including, but not limited to, loss of revenues or production, that may occur as a result of a Customer that does not elect to continue taking service under the Continuity of Service Provision. The Customer may countermand the election specified above by providing written notice to the Company pursuant to the guidelines set forth in Schedule ISST-1. The Company's obligations under this paragraph 8 are subject to the terms and conditions specifically set forth in ScheduleISST-1.

9. The Customer agrees to be responsible for the determination that all electrical equipment to be interrupted is in good repair and working condition. The Company shall not be responsible for the repair, maintenance or replacement of the Customer's equipment.

10. (a) Customers desiring to operate any electric generating equipment in parallel with the Company's system shall be responsible for providing the Company with the necessary information for the evaluation of such interconnected operation. In the event that the generating facility or facilities meet(s) the criteria for "qualifying facility" status contained in Rule 25-17.080, F.A.C., then the parties' interconnection agreement entered in accordance with Rule 25-17.087, F.A.C. shall govern all aspects of interconnected operations. The Company shall not be required to permit the parallel operation of any generating equipment that does not meet qualifying facility status criteria.

(Continued on Sheet No. 9.922)

Issued by: ~~S. E. Romig, Director, Rates and Tariffs~~ Tiffany Cohen, VP Financial Planning and Rate Strategy
Effective: ~~December 7, 2006~~

FLORIDA POWER & LIGHT COMPANY

Sixth Revised Sheet No. 9.922
Cancels Fifth Revised Sheet No. 9.922

(Continued from Sheet No. 9.921)

(b) The Customer shall be responsible for costs associated with interconnection equipment used to operate the generating facility either in parallel with the Company's system as specified in the interconnection agreement, or in isolation from the Company's system, including, but not limited to, responsibility for the cost associated with modifying, providing, operating, replacing, maintaining and removing all necessary lines, substations, transformers, switching and protective facilities and other equipment necessary to utilize the electric service delivered hereunder.

(c) Any arrangement for power deliveries by the Customer into the Company's system shall be the responsibility of the Customer; the Company shall review and evaluate each request on a case-by-case basis. The Company shall not be responsible for accepting such deliveries of power unless the Customer has entered into an interconnection agreement.

11. When the Customer's power supply is to be operated at any time in parallel with the Company's electric system, the Customer shall be responsible for ensuring safeguards, which are considered adequate by the Company, to the Company's system including but not limited to the Company's customers, personnel and equipment. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Customer shall indemnify and save the Company harmless from any and all claims, costs, or expense for loss, damage, or injury to persons or property (including the Customer's generation system and the Company's system) caused by or resulting from:

(a) Any act or omission by the Customer, or Customer's contractors, subcontractors, agents, servants and employees in connection with the installation or operation of the Customer's generation system or the operation thereof in connection with the Company's system;
(b) Any defect in, failure of, or fault related to the Customer's generation system;
(c) The Customer's negligence or negligence of the Customer's contractors, subcontractors agents, servants and employees or;
(d) Any other event or act that is the result of, or proximately caused by, the Customer's facility.

12. When the Customer's power supply is to be operated at any time in parallel with the Company's electric system, the Customer shall deliver to the Company, at least fifteen days prior to the start of any interconnection construction, a certified copy or duplicate original of a liability insurance policy issued by a mutually acceptable insurance company authorized to do business in the State of Florida. Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, this policy shall jointly protect and indemnify the Customer and the Company, its officers, employees, and representatives against all liability and expense as a result of claims and suits for injuries or damages to persons or property arising out of the interconnection with the Customer, or caused by operation of any of the Customer's equipment or by the Customer's failure to maintain its facility's equipment in satisfactory and safe operating condition.

The policy providing such coverage shall provide public liability insurance, including property damage, in an amount not less than $_____for each occurrence. Governmental entities authorized under Florida or federal law to be self-insured, in lieu of providing evidence of adequate commercial insurance, have the option of providing to the Company evidence that the applicant has established an adequate self-insurance plan to cover the obligations of indemnification referenced herein; and shall, upon request, provide such other information as the Company may deem necessary and relevant. In addition, the above required policy or self-insurance plan, if applicable, shall be endorsed with a provision whereby the insurance company or governmental entity will notify the Company at least thirty days prior to the effective date of cancellation or material change in the policy or plan.

In addition to the minimum coverage outlined above, the various commercial general liability insurance policies are subject to FPL's approval and, upon request, the Customer shall make certified copies of these various general liability insurance policies, and/or information regarding the self-insurance plan, available for inspection by FPL's Risk Management Department within fifteen (15) days of a request therefore. Any inspection of such plans or policies shall not obligate FPL to advise the Customer of any deficiencies in such plans or policies, and such inspection shall not relieve the Customer from, or be deemed a waiver of, FPL's right to insist on strict fulfillment of the Customer's obligations hereunder.

The Customer shall pay all premiums and other charges due on said policy and keep said policy in force during the entire period of interconnection with the Company.

13. The initial term of this Agreement is for a period of five (5) years from_____. The Customer shall give the Company at least five (5) years written notice sent by certified mail before the Customer may transfer from service under Rate Schedule ISST-1 to service under a firm retail rate schedule. Transfers, with less than five (5) years written notice, to an applicable retail rate schedule may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company, and the Company's other customers.

14. If the Customer no longer wishes to receive any type of electric service from the Company, the Customer may terminate this Agreement by giving thirty (30) days advance written notice to the Company.

(Continued on Sheet No. 9.923)

Issued by: S. E. Roming, Director, Rates and Tariffs
Effective July 1, 2006

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 9.923
Cancels Fourth Revised Sheet No. 9.923

(Continued from Sheet No. 9.922)

15. If the Customer has entered into a contractual agreement to sell firm capacity and energy from the Customer's generation to the Company, and the Customer cannot restart its generation equipment without power supplied by the Company, the Customer must receive Standby and Supplemental Service under the Company'sScheduleSST-1.

16. The Company may terminate this Agreement at any time if the Customer fails to comply with the terms and conditions of Schedule ISST-1 or this Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate this Agreement at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under the Schedule ISST-1, bill the Customer under the otherwise applicable firm service rate schedule and apply the rebilling and penalty provisions enumerated under TERM OF SERVICE in Schedule ISST-1.

17. A new Interruptible Standby and Supplemental Service Agreement may be executed (1) in the event there is an increase in the Customer's generating capacity prior to the end of this Agreement or (2) it is mutually agreed between the Company and the Customer.

18. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of an interruption of electric service pursuant to the terms of Schedule ISST-1 by remote control or otherwise.

19. This agreement may not be assigned by the Customer without the prior written consent of the Company.

20. All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified mail to the parties designated below. The parties designate the following to be notified or to whom payment shall be sent until such time as either party furnished the other party written instructions to contact another individual.

21. This Agreement supersedes all previous agreements or representations, either written, verbal, or otherwise between the Customer and the Company other than an interconnection agreement, with respect to Interruptible Standby and/or Supplemental Service and the matters contained herein and constitutes the entire Agreement between the parties. In the event of a conflict between this agreement and an interconnection agreement, the interconnection agreement shall prevail.

22. This Agreement is subject to the Company's effective "General Rules and Regulations for Electric Service" and the Rules of the Florida Public ServiceCommission.

IN WITNESS WHEREOF the Customer and the Company have caused this Agreement to be executed by their duly authorized officers as of the day and year set above.

Charges and Terms Accepted:

_____	**FLORIDA POWER & LIGHT COMPANY**
Customer (Print or type name of Organization)	
By:_____	By:_____
Signature (Authorized Representative)	(Signature)
_____	_____
(Print or type name)	(Print or type name)
Title:_____	Title:_____

Issued by: S. E. Roming, Director, Rates and Tariffs
Effective July 1, 2006

FLORIDA POWER & LIGHT COMPANY

Sixth Revised Sheet No. 9.930
Cancels Fifth Revised Sheet No. 9.930

MEDICALLY ESSENTIAL SERVICE – TERMS AND CONDITIONS

In order for Florida Power & Light Company to determine whether a customer is eligible for designation as a Medically Essential Service ("MES") Customer, Part A must be completed and signed by the Customer and the Patient or Guardian (if other than the Customer). Part B is to be completed by the Patient's physician and the entire form consisting of both Part A and Part B returned directly to FPL.

To the best of my knowledge and belief, the Patient identified in Part A of the application is medically dependent on electric-powered equipment that must be operated continuously or as circumstances require as specified by the Patient's physician to avoid the loss of life or immediate hospitalization. The Patient is a permanent resident at the Service Address identified above. I agree to notify FPL when this equipment is no longer in use. FPL has fully explained how my account will be handled regarding any collection action due to non-payment of the bill. **I understand that FPL does not guarantee uninterrupted service or assign a priority status to my account for service restoration during outages. I understand that I must be prepared with backup medical equipment and/or power and a planned course of action in the event of prolonged outages.** I agree that FPL, upon request of federal, state, or local governmental authorities whose duties or functions include emergency response or disaster relief or prevention, or private entities authorized by congressional charter to assist in disaster relief efforts, may disclose to such requesting entity the following MES information: the MES Customer name and service address. However, I also understand that FPL may not receive any such requests for this MES information and that FPL has no obligation to release this MES information to any such entity. In order to be excluded from the disclosure by FPL of the MES information on this form, I must contact FPL to request a Notice of Exclusion From Disclosure. The Notice of Exclusion From Disclosure must be returned to FPL, as provided with the Notice of Exclusion From Disclosure, and will be effective upon FPL's receipt of such properly completed Notice. If I wish to ensure that the MES and/or any additional information regarding the Patient's condition is furnished to any such entity, I will contact the relevant authorities and provide the MES and/or additional information myself. **I agree to hold FPL harmless from any claim based on or related to the disclosure of my information by or to FPL, or any failure of FPL to disclose the MES information whether advertent or inadvertent and whether or not the MES information was requested.**

WARNING – PART A – CUSTOMER APPLICATION: Knowingly making a false or misleading statement in completing the Customer Application could result in the denial or termination of the medically essential service certification.

This certificate shall be deemed valid for a period of twelve (12) months form the date the certificate is accepted by FPL for purposes of determining that a customer qualifies as a Medically Essential Service Customer within the meaning of Section 1.65 of the Company's General Rules and Regulations for Electric Service, or that such designation should be renewed. FPL reserves the right to verify the accuracy of the information provided on this Physician's Certificate.

(continued on sheet No. 9.931)

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.931
Cancels Original Sheet No. 9.931

(Continued from sheet9.930)

PART A: CUSTOMER APPLICATION

FPL Account No.:_____

Customer Name:_____

Service Address:_____

City, State, Zip:_____

Daytime Area Code & Telephone Nos.: ( )_____-_____and /or ( )_____-_____

Name of Patient Using Equipment:_____Patient's Physician: _____

I agree to Terms and Conditions

Customer Signature:_____Date: _____

Patient/Guardian Signature:_____Date: _____

PART B: PHYSICIAN'SCERTIFICATE

Physician's Name:_____**Physician's License #:** _____

Physician's Address: _____

Physician's Area Code & Telephone Nos.:( )_____-_____and/or ( )_____-_____

I,_____, duly licensed and authorized to practice medicine in the
[Name of physician]

State of Florida, hereby certify that_____,
[Name of patient]

who resides at _____,
[Patient's place of residence]

is under my care, and/or has consulted with me within the past 12 months, and depends upon electric-powered equipment as follows that must be operated continuously or as circumstances require in order to avoid the loss of his/her life or serious medical complications.

_____

_____

The patient uses this equipment____hours within each twenty-four (24) hour period. The following medical condition is why, in my opinion, this patient needs the continuous or specified use of this equipment.

_____

Physician's Signature:_____Date: _____

WARNING – PART B – PHYSICIAN'S CERTIFICATE: False certification of medically essential service by a physician is a violation of s. *458.331(1)(h) or s. 459.015(1)(i), Fla. Stat.* and constitutes grounds for discipline, penalties and /or enforcement.

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: May 17, 2018

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 9.932

Return to FPL at:_____.
This Notice of Exclusion From Disclosure will be effective upon FPL's receipt of this properly completed Notice and will remain in effect until FPL is advised by the customer in writing to discontinue this Notice of Exclusion From Disclosure, regardless of any transfer of service to a different service address and/or a different FPL Account Number.

FLORIDA POWER & LIGHT COMPANY
MEDICALLY ESSENTIAL SERVICE NOTICE
OF EXCLUSION FROM DISCLOSURE

Date:_____ **FPL Account No.:**_____

Customer Name:_____ **FPL Customer Number:**_____

Service Address:_____

City, State, Zip:_____

Daytime Area Code & Telephone Nos.: ( ) _____ **and/or** ( ) _____ - _____

Name of Patient Using Equipment:_____ **Patient's Physician:** _____

I understand that FPL may be requested to furnish customer names and service addresses of customers who are designated as Medically Essential Service customers, as provided in the Customer Application for Medically Essentially Service, to federal, state, or local governmental authorities whose duties or functions include emergency response or disaster relief or prevention, or private entities authorized by congressional charter to assist in disaster relief efforts. **I hereby direct FPL NOT TO DISCLOSE such information relative to the FPL Customer Number specified above.** I understand and agree that because of my directive to FPL, such requesting agency(ies) will not have any information regarding the medically essential service designation for my electric service specified above unless and until it is specifically provided by me. If I wish to ensure that information regarding the medically essential service designation for this electric service is furnished to any such entity, I will contact the relevant authorities and provide the information myself. **I agree to hold FPL harmless from any claim based on or related to the lack of disclosure of my information including any personal injury or harm that may be a result of this lack of disclosure to such requesting entities for the purpose of emergency response or disaster relief or prevention.**

_____ Date _____, 20 _____
Signature of FPL Customer

_____ Date_____, 20 _____
Signature of Patient or Guardian (if other than Customer)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: June 29, 2004

FLORIDA POWER & LIGHT COMPANY

~~Second~~Third Revised Sheet No. 9.946
Cancels ~~First~~ Second Revised Sheet No. 9.946

PERFORMANCE GUARANTYAGREEMENT

FPL Work Order No. _____

This Performance Guaranty Agreement ("Agreement"), made this _____ day of _____20____, is by and between _____ (hereinafter "Applicant") and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, (hereinafter the "Company").

WITNESSETH:

Whereas, in connection with the property located at_____, in _____, Florida (the "Premises"), Applicant has requested that Company install electric infrastructure in order to provide electric service to the Premises;

Whereas, Applicant's estimate of the electric power needs of the Premises will require an expansion of Company's present electric system and, due to their nature, location, voltage, or other characteristics, the requested facilities are not likely to be required by other customers within five years following the requested date for the proposed system expansion;

Whereas, because of the uncertainty that Company will fully recover its investment in such infrastructure expansion should the Customer's projected load not materialize and the need to avoid placing the burden for those costs on Company's other customers; and

Whereas, Applicant is willing to provide assurance that Company will recover its investment in the expansion of Company's electric system based on Applicant's projections in the event that sufficient revenue from service to the Premises is not realized;

Now, therefore, in recognition of the foregoing premises and in consideration of the covenants and promises set forth herein below, Company and Applicant do hereby agree as follows:

ARTICLE I - DEFINITIONS

1.1 "Base Revenue" is the portion of electric revenue received by Company during the Performance Guaranty Period for electric service to the Premises consisting only of applicable base demand charges, base non-fuel energy charges, and facilities rental charges, if applicable. Base Revenue excludes, without limitation, capacity payment, customer, conservation, environmental, and fuel charges, franchise fees, and taxes.

1.2 "Performance Guaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the fourth anniversary of the In-Service Date ("Expiration Date").

ARTICLE II - PERFORMANCE GUARANTYAMOUNT

2.1 The amount of the Performance Guaranty is the total cost of facilities to be installed to serve the Premises, as estimated by Company, less the amount of Contribution In Aid of Construction paid, if any, by the Applicant pursuant to Company's General Rules and Regulations for Electric Service.

(Continued on Sheet No. 9.947)

(Continued from Sheet No. 9.946)

= $_____Estimated total cost of facilities to be installed to serve the Premises
- $_____Contribution In Aid of Construction (CIAC) paid by Applicant
- $_____Engineering Deposit if applicable
= $_____Performance Guaranty

The Applicant shall provide the above-specified Performance Guaranty to Company prior to Company installing the facilities to ensure that the Base Revenue justifies Company's investment.

2.2 This Agreement does not apply in lieu of CIAC. Nothing in this Agreement shall be construed as prohibiting Company from collecting from Applicant a CIAC for underground service, where otherwise applicable.

2.3 The facilities to be installed to serve the Premises, together with their estimated costs, are shown on Exhibit A of this Agreement.

ARTICLE III - PAYMENT AND REFUND

3.1 At Applicant's option, the Performance Guaranty may be posted with Company in cash, or may be secured either by a surety bond or irrevocable bank letter of credit in a form acceptable to Company. At the end of Performance Guaranty Period, or upon termination of service by Applicant, whichever is earlier, if the Base Revenue is less than the Performance Guaranty, Applicant shall pay to Company the Performance Guaranty, less the amount of Base Revenue.

3.2 If, during the Performance Guaranty Period, Base Revenue equals or exceeds the Performance Guaranty and Applicant secured the Performance Guaranty through a surety bond, or irrevocable letter of credit, such bond or letter of credit shall be released or cancelled, or the amount secured by such instrument shall be reduced by the amount of the Performance Guaranty, as applicable.

3.3 If the Applicant elects to post the Performance Guaranty in cash, the Company agrees on a ~~monthly~~ quarterly basis to reduce the Performance Guaranty cash balance by the amount of the previous month's Base Revenue charges and ~~credit~~ refund the same amount to Applicant~~'s previous monthly electric service billing~~, until such time the Performance Guaranty cash balance is depleted.

3.4 In the event that Company's construction of facilities shown on Exhibit A commences but is not completed due to a change in Applicant's plans or other circumstances related to the Premises that are not within Company's control, or if twelve months following the effective date of this Agreement Company has been unable to complete the requested installation and provide an In-Service Date due to changes or delays in Applicant's schedule or plans, Company shall be immediately entitled to an amount of the Performance Guaranty equal to Company's construction expenditures incurred in connection with this Agreement. Thereafter, Company may elect to terminate this Agreement and the balance, if any, of the Performance Guaranty will be refunded if Applicant posted a cash Performance Guaranty.

ARTICLE IV – TERM OFAGREEMENT

The term of this Agreement shall commence on the date first above written and end on the Expiration Date, or on the date Base Revenue equals the Performance Guaranty, whichever is earlier, unless terminated earlier pursuant to Section 3.04.

(Continued on Sheet No. 9.948)

(Continued from Sheet No. 9.947)

ARTICLE V - FINALSETTLEMENT

Upon the termination or expiration of this Agreement, any portion of the Performance Guaranty not previously refunded or otherwise eligible for refund under the terms of this Agreement shall be retained by Company, and any remaining balance of the Performance Guaranty that is subject to a letter of credit or surety bond shall become immediately due and payable.

ARTICLE VI - TITLE ANDOWNERSHIP

Title to and complete ownership and control over the above-referenced expansion shall at all times remain with Company and Company shall have the right to use the same for the purpose of serving other customers.

ARTICLE VII - ENTIREAGREEMENT

This Agreement supersedes all previous agreements, or representations, whether written or oral, between Company and Applicant, made with respect to the matters herein contained, and when duly executed constitutes the entire agreement between the parties hereto.

ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, but Applicant shall not assign this Agreement without first having obtained the written consent of Company, such consent not to be unreasonably withheld.

ARTICLE IX – SUBJECT TO FPSC RULES

This Agreement is subject to the Rules and Orders of the FPSC and to Company's Electric Tariff, including, but not limited to the General Rules and Regulations for Electric Service (collectively "Regulations"), as such Regulations are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the Regulations, the provisions of said Regulations shall control, as they are now written, or as they may be hereafter revised, amended or supplemented, and, at Company's request, Customer agrees to conform this Agreement to such provisions, or enter into a new Agreement reflecting such provisions. This Agreement shall not be used in lieu of applicable requirements set forth in the Regulations pertaining to contributions in aid of construction, advances ordeposits.

In Witness Whereof, Applicant and Company hereby have caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted by:

	FLORIDA POWER & LIGHT COMPANY
Applicant (Print/Type Name of Organization)	
By:_	By:_____ Signature (Authorized Representative)
	Signature (Authorized Representative)
_____ (Print or Type Name)	_____ (Print or Type Name)
Title: _____	Title: _____

PERFORMANCE GUARANTY AGREEMENT FOR INCREMENTAL CAPACITY

This Performance Guaranty Agreement for Incremental Capacity ("Agreement"), made this _____day_____of_____20_____, is by_____ and between _____ (hereinafter "Applicant") and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, (hereinafter the "Company").

WITNESSETH:

Whereas, in connection with the property located at_____, in _____, Florida (the "Premises"), Applicant has requested that Company install electric infrastructure in order to provide electric service to the Premises;

Whereas, Applicant's estimate of the electric power needs of the Premises will require an expansion of Company's present electric system to provide capacity above and beyond that which typically would be necessary for service to the Premises;

Whereas, because of the uncertainty associated with Applicant's projections of the electric power needs of the Premises, Company may not fully recover its investment in such infrastructure expansion, thus potentially burdening Company's other electric customers; and

Whereas, Applicant is willing to provide assurance that Company will recover its investment in the expansion of Company's electric system based on Applicant's projections in the event that the estimated load at the Premises does not materialize;

Now, therefore, in recognition of the foregoing premises and in consideration of the covenants and promises set forth herein below, Company and Applicant do hereby agree as follows:

ARTICLE I - DEFINITIONS

1.1 "Base Revenue" is the portion of electric revenue received by Company for electric service to the Premises consisting only of applicable base demand charges, base non-fuel energy charges, and facilities rental charges, if applicable. Base Revenue excludes, without limitation, capacity payment, customer, conservation, environmental, and fuel charges, franchise fees, and taxes.

1.2 "Baseline Base Revenue" is the estimated portion of Base Revenue received during the Performance Guaranty Period that Company attributes to Baseline Capacity. Baseline Base Revenue is calculated by multiplying the Baseline Capacity (as defined in Section 1. 3) by the base demand charge and adding to that amount the product of Baseline Capacity, actual load factor, the number of hours in the billing period, and the applicable base non-fuel energy charge.

1.3 "Baseline Capacity", as determined by Company, is (a) the currently existing capacity where Company has in place facilities ready and available to provide electric service to the Premises albeit at a lower level of capacity than requested; or (b) the amount of capacity necessary to provide service to a more typical level of load given the location and/or type of facility or building, where Company does not have in place facilities ready and available to provide electric service to the Premises.

(Continued on Sheet No. 9.951)

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 9.951
Cancels Second Revised Sheet No. 9.951

(Continued from Sheet No. 9.950)

1.4 "Incremental Base Revenue" is actual Base Revenue received during the Performance Guaranty Period for electric service rendered to the Premises in excess of Baseline Base Revenue.

1.5 "Incremental Capacity," as determined by Company, is the positive difference, if any, between Baseline Capacity and the amount of capacity (measured in kW) necessary to meet Applicant's projections of electric load at the Premises.

1.6 "Performance Guaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the third anniversary of the In-Service Date ("Expiration Date").

ARTICLE II - PERFORMANCE GUARANTY AMOUNT

2.1 For purposes of this Agreement, the derivation of Incremental Capacity is shown in the following table.

Incremental Capacity (1)	Existing Structure (2)	New Structure (3)	Total Structure (2)+(3)
a. Square Footage			
b. Requested watts/sq ft			
c. Baseline Capacity watts/sq ft			
d. Requested Capacity (in kW) (a * b / 1000)			
e. Baseline Capacity (in kW) (a * c / 1000)			
f. Incremental Capacity (in kW) (d - e)			

2.2 The amount of the Performance Guaranty is the cost, as determined by Company, of the Incremental Capacity multiplied by a factor of 1.52. The cost of the Incremental Capacity is the positive difference, if any, between Company's estimated cost of providing the requested level of capacity and Baseline Capacity. Applicant agrees to provide Company a Performance Guaranty in the amount specified in the table below prior to Company installing the facilities necessary to provide the Incremental Capacity to serve the Premises.

Performance Guaranty (1)	Existing Structure (2)	New Structure (3)	Total Structure (2 + 3)
a. Cost of requested capacity			
b. Cost of Baseline Capacity	-0-		
c. Incremental cost (a – b)			
d. Present value factor	1.37	1.37	1.37
e. Performance Guaranty (c * d)			

(Continued on Sheet No. 9.952)

(Continued from Sheet No. 9.951)

ARTICLE III - PAYMENT ANDREFUND

3.1 At Applicant's option, the Performance Guaranty may be posted with Company in cash, or may be secured either by a surety bond or irrevocable bank letter of credit in a form acceptable to Company. At the end of Performance Guaranty Period, or upon termination of service by Applicant, whichever is earlier, if the Incremental Base Revenue is less than the Performance Guaranty, Applicant shall pay to Company the Performance Guaranty, less the amount of Incremental Base Revenue.

3.2 If, during the Performance Guaranty Period, Incremental Base Revenue equals or exceeds the Performance Guaranty and Applicant secured the Performance Guaranty through a surety bond, or irrevocable letter of credit, such bond or letter of credit shall be released or cancelled, or the amount secured by such instrument shall be reduced by the amount of the Performance Guaranty, as applicable.

3.3 If the Applicant elects to post the Performance Guaranty in cash, the Company agrees on a monthly basis to reduce the Performance Guaranty cash balance by the amount of the previous month's Incremental Base Revenue charges and credit the same amount to Applicant's previous monthly electric service billing, until such time the Performance Guaranty cash balance is depleted.

3.4 In the event that Company's construction of facilities shown on Exhibit A commences but is not completed due to a change in Applicant's plans or other circumstances related to the Premises that are not within Company's control, or if twelve months following the effective date of this Agreement Company has been unable to complete the requested installation and provide an In-Service Date due to changes or delays in Applicant's schedule or plans, Company shall be immediately entitled to an amount of the Performance Guaranty equal to Company's construction expenditures incurred in connection with this Agreement. Thereafter, Company may elect to terminate this Agreement and the balance, if any, of the Performance Guaranty will be refunded if Applicant posted a ash Performance Guaranty.

ARTICLE IV – TERM OF AGREEMENT

The term of this Agreement shall commence on the date first above written and end on the Expiration Date, or on the date Incremental Base Revenue equals the Performance Guaranty, whichever is earlier, unless terminated earlier pursuant to Section 3. 4.

ARTICLE V - FINAL SETTLEMENT

Upon the termination or expiration of this Agreement, any portion of the Performance Guaranty not previously refunded or otherwise eligible for refund under the terms of this Agreement shall be retained by Company, and any remaining balance of the Performance Guaranty that is subject to a letter of credit or surety bond shall become immediately due and payable.

ARTICLE VI - TITLE AND OWNERSHIP

Title to and complete ownership and control over the above-referenced expansion shall at all times remain with Company and Company shall have the right to use the same for the purpose of serving other customers.

ARTICLE VII - ENTIRE AGREEMENT

This Agreement supersedes all previous agreements, or representations, whether written or oral, between Company and Applicant, made with respect to the matters herein contained, and when duly executed constitutes the entire agreement between the parties hereto.

(Continued on Sheet No. 9.953)

(Continued from Sheet No. 9.952)

ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, but Applicant shall not assign this Agreement without first having obtained the written consent of Company, such consent not to be unreasonably withheld.

ARTICLE IX – SUBJECT TO FPSC RULES

This Agreement is subject to the Rules and Orders of the FPSC and to FPL's Electric Tariff, including, but not limited to the General Rules and Regulations for Electric Service (collectively "Regulations"), as such Regulations are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the Regulations, the provisions of said Regulations shall control, as they are now written, or as they may be hereafter revised, amended or supplemented, and, at Company's request, Customer agrees to conform this Agreement to such provisions, or enter into a new Agreement reflecting such provisions. This Agreement shall not be used in lieu of applicable requirements set forth in the Regulations pertaining to contributions in aid of construction, advances or deposits.

In Witness Whereof, Applicant and Company hereby have caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted by:

_____	**FLORIDA POWER & LIGHTCOMPANY**
Applicant (Print/Type Name of Organization)	
By:_____	By:_____
Signature (Authorized Representative)	Signature (Authorized Representative)
_____	_____
(Print or Type Name)	(Print or Type Name)
Title:_____	Title: _____