

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Florida Power & Light Company's
Compliance Filing Pursuant to Section
366.043, Florida Statutes

Docket No. _____-EI

Filed: October 1, 2026

**FLORIDA POWER & LIGHT COMPANY'S
COMPLIANCE FILING PURSUANT TO SECTION 366.043,
FLORIDA STATUTES, AND REQUEST FOR PROPOSED AGENCY ACTION**

Florida Power & Light Company ("FPL" or the "Company"), pursuant to Sections 366.04, 366.05, 366.06, and 366.043, Florida Statutes, and Rule 28-106.201, Florida Administrative Code ("F.A.C."), hereby submits this compliance filing pursuant to Section 366.043(8), Florida Statutes, and requests that the Florida Public Service Commission ("Commission") approve the limited tariff revisions submitted herewith and find that FPL's existing Large Load Contract Service tariffs, together with the tariff revisions proposed herein, comply with Section 366.043, Florida Statutes. FPL further requests that the Commission dispose of this compliance filing through proposed agency action ("PAA") pursuant to the Commission's applicable rules, including Rule 25-22.029, F.A.C. In support, FPL states as follows:

I. JURISDICTION AND PROCEDURAL BASIS

1. The name and address of the Petitioner is:

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

2. All pleadings, motions, notices, orders, or other documents required to be served upon FPL or filed by any party to this proceeding should be served upon the following individuals:

Kenneth A. Hoffman
Vice President, Regulatory Affairs
Florida Power & Light Company
134 W. Jefferson Street
Tallahassee, FL 32301
Phone: (850) 521-3919
ken.hoffman@fpl.com

Christopher T. Wright
Assistant General Counsel
Florida Power & Light Company
700 Universe Boulevard (JB/Law)
Juno Beach, FL 33408-0420
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3. FPL is a public utility as defined in Section 366.02, Florida Statutes, and is subject to the jurisdiction of the Commission pursuant to Chapter 366, Florida Statutes.

4. The Commission has jurisdiction over the subject matter of this compliance filing pursuant to Sections 366.04, 366.05, 366.06, and 366.043, Florida Statutes.

5. Section 366.043, Florida Statutes, establishes minimum tariff and service requirements for large load customers and requires each public utility to file, for Commission approval, a tariff that complies with the section no later than October 1, 2026. § 366.043(3), (8), Fla. Stat. (2026).

6. FPL submits this compliance filing to satisfy the requirement established by Section 366.043(8), Florida Statutes.

7. FPL submits this filing pursuant to Rule 28-106.201, F.A.C., to the extent applicable to the initiation of this proceeding. The agency affected is the Commission, located at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399. This case does not involve reversal or modification of an agency decision or an agency's proposed action. FPL is not requesting an evidentiary proceeding and is not aware of any disputed issue of material fact concerning the relief requested herein. The discussion below demonstrates how FPL's substantial interests will be affected by the agency determination.

8. FPL requests that the Commission consider and dispose of this compliance filing through PAA. Rule 25-22.029, F.A.C., governs the point of entry into a PAA proceeding following Commission action.

II. EXISTING LLCS TARIFFS AND LIMITED TARIFF REVISIONS

9. FPL currently has in effect Commission-approved Large Load Contract Service (“LLCS”) tariffs consisting of Rate Schedule LLCS-1, Rate Schedule LLCS-2, and the associated LLCS Service Agreement (collectively, the “LLCS Tariffs”). *See* FPL Tariff, Original Sheet Nos. 8.950-8.956, and 9.960-9.983.

10. FPL proposed the LLCS Tariffs as part of its petition for a base rate increase in Docket No. 20250011-EI. Following the proceedings in that docket, the Commission approved a Stipulation and Settlement Agreement, including the LLCS Tariffs. *See In re: Petition for Rate Increase by Florida Power & Light Co.*, Docket No. 20250011-EI, Order No. PSC-2026-0022-S-EI (FPSC Jan. 29, 2026).

11. The LLCS Tariffs remain on file with the Commission. A copy of the currently effective LLCS Tariffs is attached hereto as Exhibit A.

12. FPL is not proposing any amendment, modification, or other changes to the LLCS Tariffs in this proceeding. The LLCS-1 and LLCS-2 rate schedules and the LLCS Service Agreement will remain unchanged.

13. Rather, FPL proposes two limited revisions to FPL’s general tariff provisions to address the requirements of Section 366.043 concerning Foreign Entities.

14. First, FPL proposes to add a definition of “Foreign Entity” to the Technical Terms and Abbreviations in Section 5 of FPL’s tariff consistent with Section 366.043(2)(c), Florida Statutes.

15. Second, FPL proposes to revise the Rules and Regulations in Section 6 of FPL’s tariff to make clear that electric service is not available to a customer that would otherwise qualify as a large load customer if that customer were a Foreign Entity.

16. The proposed revisions to FPL's general tariff provisions are reflected in the legislative tariff sheets attached hereto as Exhibit B, with proposed versions attached as Exhibit C.

17. No revision to Rate Schedule LLCS-1, Rate Schedule LLCS-2, or the LLCS Service Agreement is proposed, necessary, or requested to comply with Section 366.043, Florida Statutes.

III. COMPLIANCE WITH SECTION 366.043

18. Section 366.043(8), Florida Statutes, requires each public utility to file, for Commission approval, a tariff that complies with Section 366.043 no later than October 1, 2026.

19. FPL's existing LLCS Tariffs provide the tariff provisions applicable to FPL's service to customers meeting the applicable large-load criteria. Those tariffs were previously reviewed and approved by the Commission in Docket No. 20250011-EI and remain in effect.

20. Although the Commission approved the LLCS Tariffs before the July 1, 2026 effective date of Section 366.043, the LLCS Tariffs themselves already comply with the requirements of the statute. FPL therefore relies upon those previously approved LLCS Tariffs for purposes of this compliance filing and does not propose to revisit or modify the provisions previously approved by the Commission.

21. The only revisions necessary to complete FPL's compliance with Section 366.043 are the two limited revisions to FPL's general tariff provisions described above concerning Foreign Entities. The existing LLCS Tariffs, together with the proposed revisions to FPL's general tariff provisions, are the tariff provisions FPL submits to the Commission for purposes of its compliance filing under Section 366.043(8).

22. Accordingly, FPL requests that the Commission approve the proposed tariff revisions and determine, as a matter of law, that FPL's existing LLCS Tariffs previously approved

in Docket No. 20250011-EI, together with the tariff revisions approved in this proceeding, comply with Section 366.043, Florida Statutes.

IV. REQUEST FOR PROPOSED AGENCY ACTION

23. FPL requests that the Commission approve the tariff revisions reflected in Exhibits B and C and make the requested determination of compliance through a PAA.

24. Upon issuance of a PAA order, any person whose substantial interests may be affected may seek a proceeding in accordance with the applicable provisions of Chapter 120, Florida Statutes, and Rule 25-22.029, F.A.C.

WHEREFORE, FPL respectfully requests the Commission:

(a) Exercise jurisdiction over this compliance filing pursuant to Sections 366.04, 366.05, 366.06, and 366.043, Florida Statutes;

(b) Approve the proposed revisions to FPL's general tariff definitions and service rules reflected in Exhibits B and C to become effective within thirty (30) days of final or consummating order in this proceeding;

(c) Find that FPL's existing Large Load Contract Service tariffs, including Rate Schedule LLCS-1, Rate Schedule LLCS-2, and the LLCS Service Agreement previously approved by the Commission in Docket No. 20250011-EI, remain approved and in effect;

(d) Find, as a matter of law, that FPL's existing LLCS Tariffs, together with the tariff revisions approved in this proceeding, comply with Section 366.043, Florida Statutes;

(e) Find that FPL's existing LLCS Tariffs, together with the tariff revisions approved herein, satisfy FPL's tariff filing requirement under Section 366.043(8), Florida Statutes;

(f) Dispose of this compliance filing through proposed agency action pursuant to the Commission's applicable rules; and

(g) Grant such other and further relief as the Commission deems just and reasonable.

Respectfully submitted this 1st day of October 2026,

By: /s/Christopher T. Wright

Christopher T. Wright

Assistant General Counsel

Fla. Auth. House Counsel No. 1007055

Florida Power & Light Company

700 Universe Boulevard (JB/Law)

Juno Beach, FL 33408-0420

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Email: christopher.wright@fpl.com

Exhibit A
FPL Existing Large Load Contract Service Tariffs

Tariff Sheet Nos. 8.950-8.956, and 9.960-9.983

Rate Schedule LLCS-1 and LLCS-2
Tariff Sheet Nos. 8.950-8.956

FLORIDA POWER & LIGHT COMPANY

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)

(Continued 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; and (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)

FLORIDA POWER & LIGHT COMPANY

(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 thoroughfares, 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.

FLORIDA POWER & LIGHT COMPANY

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

(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; and (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)

(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 thoroughfares, 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)

FLORIDA POWER & LIGHT COMPANY

(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 this schedule.

LLCS Service Agreement
Tariff Sheet Nos. 9.960-9.983

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.

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- 2.9. **“Company”** has the meaning set forth in the preamble of this Agreement.
- 2.10. **“Company Entities”** means the officers, directors, employees, agents, and Affiliates of the Company.
- 2.11. **“Company Facilities”** means the transmission voltage equipment, apparatus, and devices owned by Company for purposes of providing retail electric service at transmission voltage and for interconnection to the Customer Facilities at the Point of Delivery, and Company’s metering, relays, electric energy collection network, and generation control equipment.
- 2.12. **“Company System”** means (a) the Company’s transmission system; (b) the Company’s distribution system; and (c) the Company’s generation resources and assets; and (d) the Company Facilities.
- 2.13. **“Company Tariff”** shall mean the Company’s tariff on file with the Commission, and as may be amended, updated, or revised from time-to-time subject to and upon approval by the Commission.
- 2.14. **“Confidentiality Agreement”** has the meaning set forth in Section 24.1.
- 2.15. **“Contract Demand”** shall be the Customer’s maximum peak load requirement at a Single Location, as specified in Section 8.2.
- 2.16. **“Credit Requirements”** means, with respect to a Person, that such Person’s credit rating by a nationally recognized Rating Agency is equal to or greater than BBB, or if such Person is not rated by a Ratings Agency, the equivalent credit rating as determined through Company’s internal rating system.
- 2.17. **“Customer”** has the meaning set forth in the preamble of this Agreement.
- 2.18. **“Customer Electrical Equipment”** means all the electrical equipment, facilities, and apparatus owned by the Customer for purposes of receiving retail electric service from the Company at the Point of Delivery.
- 2.19. **“Customer Facility”** has the meaning set forth in the preamble of this Agreement, and as further described in Section 8.
- 2.20. **“Customer Parent Company”** means _____
- 2.21. **“Effective Date”** has the meaning set forth in the preamble of this Agreement.
- 2.22. **“Emergency”** means a condition or situation that in the reasonable, good faith determination of the affected Party based on Prudent Utility Practice contributes to an existing or imminent physical threat of danger to life or a significant threat to health, property, or the environment.
- 2.23. **“Event of Default”** has the meaning set forth in Section 20.1.
- 2.24. **“Exit Fee”** has the meaning set forth in Sections 4.3.2 and 4.3.3.
- 2.25. **“Facility Lender”** means any Person lending money or extending credit to the Customer in connection with the development, construction, operation, or maintenance of the Customer Facility, including any refinancing thereof.
- 2.26. **“FPL Construction and Operating Agreement”** means the agreement required to accept and memorialize the results of the System Studies as set forth in Section 5 and the Parties’ respective construction, ownership, operation, and management responsibilities.
- 2.27. **“Force Majeure Event”** has the meaning set forth in Section 16.2.

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- 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 thoroughfares, or rights-of-way.
- 2.52. **“System Studies”** are the required engineering and system impact studies to be completed by the Company to determine the investments and upgrades necessary to the Company System in order to interconnect and safely provide reasonably adequate retail electric service with respect to the Contract Demand associated with the Customer Facility. The System Studies are required for all LLCS interconnect requests to determine: (i) project scope and feasibility, and technical/engineering and operational requirements; (ii) capacity availability, including amount and timing; (iii) expected timeline to interconnect Customer Facility to the Company System; and (iv) estimate of costs to interconnect Customer Facility to the Company’s System.
- 2.53. **“Termination Period”** shall have the meaning set for in Section 20.2.1.
- 2.54. **“Term”** means the Minimum Term, plus any extensions thereto pursuant to Section 4.1.2.

3. Documents Included.

3.1. This Agreement consists of this document and the following appendices which are attached hereto, and which are specifically incorporated herein and made a part hereof by this reference:

Appendix A	Load Ramp Demand and Load Ramp Period
Appendix B	Parent Company Guaranty
Appendix C	Current Rate Schedule LLCS-[1 or 2]
Appendix D	Notices
Appendix E	Form Irrevocable Standby Letter of Credit

4. Term and Termination.

4.1. Minimum Term:

4.1.1. Pursuant to Rate Schedule LLCS-[1 or 2], the Minimum Term shall be from the In-Service Date through and including the twentieth (20th) anniversary of the In-Service Date.

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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.

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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 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; (ii) 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

(Continued on Sheet No. 9.971)

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 9.971

(Continued from Sheet No. 9.970)

16.4. comply with any of its obligations in this Section 16.4 shall not prevent it from being excused from the performance of its obligations impacted by the Force Majeure Event, except to the extent that the other Party was actually prejudiced by such failure.

16.5. Resumption of Performance. The affected Party shall provide prompt notice to the other Party once it is able to resume performance of its obligations following the occurrence of a Force Majeure Event.

16.6. Termination Due To Force Majeure Event. In addition to and without limiting any other provisions of this Agreement, following the In-Service Date, if a Party is prevented from performing its material obligations under this Agreement due to (a) any single and then currently continuing Force Majeure Event for longer than three hundred and sixty-five (365) consecutive days, or (b) any Force Majeure Event(s) comprising more than three hundred and sixty-five (365) days in the aggregate in any twenty-four (24) month period, then in each case, either Party may terminate this Agreement early; provided that (i) Customer shall pay the Exit Fee pursuant to Section 4.3.2, and (ii) each Party will remain liable to the other Party for obligations that arose prior to termination

17. Assignment.

17.1. Consent Required. Except as provided in this Section 17, neither Party may assign or otherwise transfer this Agreement or its rights or obligations hereunder without the other Party's prior written consent, which consent may not be unreasonably delayed, conditioned, or withheld. Any assignment or other transfer in violation of this provision is null and void.

17.2. Permitted Assignment. Notwithstanding the foregoing:

17.2.1. The Customer's consent is not required for the Company to assign or transfer this Agreement or its rights or obligations hereunder with respect to: (i) transactions between or among Affiliates of the Company, including any corporate reorganization, merger, combination or similar transaction or transfer of assets or ownership interests between or among Affiliates of Company; or (ii) Change of Control of the Company. The Company shall notify the Customer of any such assignment or transfer no later than fifteen (15) days after the assignment or transfer.

17.2.2. The Company's consent is not required for the Customer to assign, transfer, or otherwise pledge this Agreement or its rights or obligations hereunder with respect to: (i) a Change of Control of the Customer; (ii) for collateral purposes to a Facility Lender (or for such Facility Lender, after exercising its foreclosure rights, to assign this Agreement to a third party); or (iii) transactions between or among Affiliates of the Customer, including any corporate reorganization, merger, combination or similar transaction, or transfer of assets or ownership interests between or among Affiliates of the Customer; provided, in each case (other than pursuant to a collateral assignment to a Facility Lender), that (x) the Credit Rating applicable successor, surviving entity, assignee or transferee, immediately after giving effect to such event is equal to or greater than the Credit Rating of the Customer (y) no Event of Default shall have occurred and be continuing immediately before, or can reasonably be expected to occur upon or as a result of, such assignment or transfer, and (z) such assignee or transferee has assumed in writing all of the obligations of the Customer under this Agreement (including the Customer's obligations to post and maintain security under Section 11) and has agreed to be bound by all the terms and conditions of this Agreement accruing or arising from and after the effectiveness of such assignment or transfer. The Customer shall notify the Company of any such assignment or transfer no later than fifteen (15) days after the assignment or transfer.

17.2.3. For any permitted collateral assignment under Section 17.2.2, the Company will execute a consent and agreement to enable such assignment as reasonably required by a Facility Lender. Any assignment to a Facility Lender will not relieve the Customer of its obligations or liabilities under this Agreement. The Company has no obligation to provide consent, or enter into any agreement, or that would materially increase the Company's obligations under this Agreement or that would be reasonably expected to adversely affect the Company. The Customer will pay directly or reimburse the Company for its reasonable out-of-pocket expenses incurred in the negotiation of any documents requested by the Customer or a Facility Lender under this Section 1

18. Indemnity.

18.1. The Company and the Customer shall defend (with respect to third-party claims), indemnify, and hold each other, and their respective officers, directors, employees, and agents, harmless from and against all third-party claims, demands, losses, liabilities, and expenses (including reasonable attorneys' fees) (collectively, "Losses") for personal injury or death to persons and damage to each other's physical property or facilities or the property of any other person to the extent arising out of, resulting from, or caused by the negligent or intentional and wrongful acts, errors, or omissions of the indemnifying Party. This obligation to indemnify, defend, and hold harmless applies notwithstanding any negligent or intentional acts, errors or omissions of the indemnitees but the indemnifying Party's liability to pay Losses to the indemnified Party shall be reduced in proportion to the

(Continued on Sheet No. 9.972)

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 9.972

(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 on Sheet No. 9.973)

(Continued from Sheet No. 9.972)

21. Jurisdiction.

21.1. This Agreement is subject to the jurisdiction of the Commission as part of the provision of retail electric service by the Company to the Customer pursuant to the Company's Tariff.

22. Dispute Resolution and Venue.

22.1 If a dispute arises between the Parties regarding this Agreement, either Party will give written notice to the other Party. If the Parties are unable to resolve the dispute between themselves within sixty (60) days, either Party may submit the dispute to a court of competent jurisdiction in Florida, or in the United States District Court having jurisdiction in Florida, and each Party agrees that each such court shall have personal jurisdiction over it with respect to such proceeding, and waives any objections it may have, and expressly consents, to such personal jurisdiction.

23. Limitation on Consequential, Incidental, and Indirect Damages.

23.1. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE CUSTOMER NOR COMPANY, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, FOR CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ACTIONS UNDERTAKEN IN CONNECTION WITH OR RELATED TO THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES WHICH ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW, UNDER ANY INDEMNITY PROVISION OR ANY OTHER THEORY OF RECOVERY. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY, AND SUCH DIRECT DAMAGES SHALL BE THE SOLE AND EXCLUSIVE MEASURE OF DAMAGES AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED; PROVIDED, HOWEVER, THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS WILL NOT IN ANY WAY LIMIT THE LIABILITY OR DAMAGES UNDER ANY THIRD-PARTY CLAIMS OR THE LIABILITY OR DAMAGES OF A PARTY WHOSE ACTIONS GIVING RISE TO SUCH LIABILITY CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS SECTION 23 SHALL APPLY REGARDLESS OF FAULT AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS CONTRACT. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WAIVER OF A PARTY'S RIGHT TO SEEK INJUNCTIVE RELIEF.

24. Miscellaneous.

24.1. Confidentiality. With respect to the treatment of confidential information, the Parties shall remain subject to that certain Confidentiality Agreement by and between the Parties dated as of _____ (the "Confidentiality Agreement"); provided, that, during the Term, the terms of the Confidentiality Agreement will govern this Agreement, notwithstanding any earlier termination or expiration of the Confidentiality Agreement.

24.2. No Third-Party Beneficiary. Except as expressly provided herein (including with respect to Section 17 and Section 18), this Agreement is for the sole and exclusive benefit of the Parties and is not intended to create a contractual relationship with, or cause of action or other rights in favor of, any Person other than the Parties.

24.3. Subcontractors and Agents.

(Continued on Sheet No. 9.974)

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 9.974

(Continued from Sheet No. 9.973)

24.3.1. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor or agent as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors and agents to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor or agent.

24.3.2. The creation of any subcontract or agency relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor or agent the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Company be liable for the actions or inactions of Customer or its subcontractors or agents with respect to obligations of Customer. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor or agent of such Party.

24.3.3. The obligations under Section 24.3 will not be limited in any way by any limitation of subcontractor's or agent's insurance.

24.4. Headings. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein and are to be ignored for the purposes of construction.

24.5. Governing Law. This Agreement will be interpreted and governed by the laws of the State of Florida, without regard to its conflict of laws' provisions.

24.6. No Joint System. The Parties each own and operate separate interconnected electric systems, and no provision of this Agreement will be interpreted to mean or imply the Parties have established or intend to establish a jointly-owned electric system, a joint venture, trust, a partnership, or any other type of association.

24.7. Relationship to Tariffs. The Parties acknowledge that all the rights and obligations identified in the Company's Tariff will apply to this Agreement, and nothing contained herein will abrogate any of the rights or entitlements of the Company or the Customer pursuant to the Tariff other than as explicitly set forth in this Agreement, subject to any required approval of the Commission or other applicable regulatory authority for the provision of retail electric service to the Customer. In the event any term of this Agreement conflicts with the Tariff, the terms of this Agreement will control.

24.8. Entire Agreement and Amendment. This Agreement, together with all appendices attached hereto, constitutes the entire agreement between the Parties and supersedes any and all prior oral or written understandings. Except as provided in Sections 10.3 and 13.2, no amendment, addition to, or modification of any provision hereof is binding upon the Parties, and neither Party will be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification, or waiver is in writing and signed by a duly authorized officer or representative of each Party.

24.9. Waiver. The failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this Agreement, or to take advantage of any of its rights thereunder, will not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same will be and remain at all times in full force and effect.

24.10. Severability. If any Governmental Authority holds or declares that any provision of this Agreement is invalid, or if, as a result of a change in any Applicable Law, any provision of this Agreement is rendered invalid or results in the impossibility of performance thereof, the remainder of this Agreement not affected thereby will continue in full force and effect. In such an event, the Parties will promptly renegotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect.

24.11. Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart will have the same force and effect as an original instrument.

(Continued on Sheet No. 9.975)

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 on Sheet No. 9.976)

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 on Sheet No. 9.977)

(Continued from Sheet No. 9.976)

Appendix B

Parent Company Guaranty

[To be inserted]

(Continued on Sheet No. 9.978)

(Continued from Sheet No. 9.977)

Appendix C

Rate Schedule LLCS-[1 or 2]

[To be Inserted]

(Continued on Sheet No. 9.979)

(Continued from Sheet No. 9.978)

Appendix D

Notices

(Continued on Sheet No. 9.980)

(Continued from Sheet No. 9.979)

Addresses for Notices

For Customer:	For Company:
With Copies to:	
For Operational Matters:	

(Continued on Sheet No. 9.981)

(Continued from Sheet No. 9.980)

Appendix E

Form Irrevocable Standby Letter of Credit

(Continued on Sheet No. 9.982)

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 9.982

(Continued from Sheet No. 9.981)

FORM IRREVOCABLE STANDBY LETTER OF CREDIT

[ISSUING BANK] IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUANCE: [Date of issuance]

Florida Power & Light Company ("Beneficiary")
Attention: [Contact Person]

Applicant
Name and address

Re: [ISSUING BANK] Irrevocable Standby Letter of Credit No.

Sirs/Mesdames:

We hereby establish in favor of Beneficiary (sometimes alternatively referred to herein as "you") this Irrevocable Standby Letter of Credit No. _____ (the "Letter of Credit") for the account of _____ ("Company"), located at _____, effective immediately and expiring on the date determined as specified in numbered paragraph 5 below.

We have been informed that this Letter of Credit is issued pursuant to the terms of that certain LLCs Service Agreement, dated as of _____, between Company and Beneficiary (as amended, restated, supplemented, or otherwise modified from time to time, the "Agreement").

1. Stated Amount. The maximum amount available for drawing by you under this Letter of Credit shall be [written dollar amount] United States Dollars (US\$ [dollar amount]) (such maximum amount referred to as the "Stated Amount").
2. Drawings. A drawing hereunder may be made by you on any Business Day on or prior to the date this Letter of Credit expires by delivering to us in accordance with the instructions below, a copy of this Letter of Credit together with a Draw Certificate executed by an authorized person substantially in the form of Attachment A hereto (the "Draw Certificate"), appropriately completed and signed by your authorized officer. Partial drawings and multiple presentations may be made under this Letter of Credit. Draw Certificates under this Letter of Credit may be presented by Beneficiary by means of facsimile to our fax no. [fax number] or original documents sent by overnight delivery or courier to [issuing bank] at our address set forth above, Attention: [contact for presentation] (or at such other address as may be designated by written notice delivered to you as contemplated by numbered paragraph 8 below).
3. Time and Method for Payment. We hereby agree to honor a drawing hereunder made in compliance with this Letter of Credit by, at sight, transferring in immediately available funds the amount specified in the Draw Certificate to such account at such bank in the United States as you may specify in your Draw Certificate. If the Draw Certificate is presented to us at such address by 12:00 noon, Eastern Standard Time, on any Business Day, payment will be made not later than our close of business on third succeeding Business Day and if such Draw Certificate is so presented to us after 12:00 noon, Eastern Standard Time, on any Business Day, payment will be made on the fourth succeeding Business Day. In clarification, we agree to honor the Draw Certificate as specified in the preceding sentences, without regard to the truth or falsity of the assertions made therein.
4. Non-Conforming Demands. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice not later than two Business Days following receipt that the demand for payment was not effectuated in accordance with the terms and conditions of this

(Continued on Sheet No. 9.983)

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

Exhibit B
FPL Proposed Foreign Entity Tariff Revisions – Legislative

Tariff Sheet Nos. 5.010, 6.011, and 6.020

FLORIDA POWER & LIGHT COMPANY

~~Third~~**Fourth** Revised Sheet No. 5.010
Cancels ~~Second~~**Third** 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. The term Customer does not include a Foreign Entity as that term is defined in 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.

Foreign Entity – A person or entity that meets the definition of "foreign entity" set forth in Section 366.043(c), Florida Statutes, and that seeks or requests electric service with an anticipated monthly peak load of 50 megawatts or more, calculated as the highest average load over a 15-minute interval at a single location.

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.

FLORIDA POWER & LIGHT COMPANY

~~First-Second~~ Revised Sheet No. 6.011
Cancels ~~Original-First Revised~~ 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.

1 SUPPLY AND USE OF SERVICE

2.1 Service. Service includes all power and energy required by the Customer that is not a Foreign Entity 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

Thirteenth-Fourteenth Revised Sheet No. 6.020
Cancels ~~Twelfth-Thirteenth~~ 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, which is not a Foreign Entity, 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 or required by a governmental authority that are not usual and customary for the type of installation to be served, the Customer shall be responsible for the incremental cost of the requested facility in excess of the estimated cost of the Company's standard design. All contributions in aid of construction will be calculated in accordance with applicable rules and regulations of the Company's tariff. 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)

Exhibit C
FPL Proposed Foreign Entity Tariff Revisions – Proposed

Tariff Sheet Nos. 5.010, 6.011, and 6.020

FLORIDA POWER & LIGHT COMPANY

**Fourth Revised Sheet No. 5.010
Cancels Third 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. The term Customer does not include a Foreign Entity as that term is defined in 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.

Foreign Entity – A person or entity that meets the definition of "foreign entity" set forth in Section 366.043(c), Florida Statutes, and that seeks or requests electric service with an anticipated monthly peak load of 50 megawatts or more, calculated as the highest average load over a 15-minute interval at a single location.

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.

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 6.011
Cancels First Revised 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.

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1 SUPPLY AND USE OF SERVICE

2.1 Service. Service includes all power and energy required by the Customer that is not a Foreign Entity 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

Fourteenth Revised Sheet No. 6.020
Cancels Thirteenth 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, which is not a Foreign Entity, 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 or required by a governmental authority that are not usual and customary for the type of installation to be served, the Customer shall be responsible for the incremental cost of the requested facility in excess of the estimated cost of the Company's standard design. All contributions in aid of construction will be calculated in accordance with applicable rules and regulations of the Company's tariff. 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.

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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)