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March 28, 2014

**-VIA HAND DELIVERY**

Ms. Carlotta S. Stauffer  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

RECEIVED-FPSC  
14 MAR 28 PM 12:30  
COMMISSION  
CLERK

**Re: Docket No. 130062-EI**

Dear Ms. Stauffer:

I enclose for electronic filing in the above docket and original and seven (7) copies of Florida Power & Light Company's ("FPL's") Request for Confidential Classification of Certain Information Included in FPL's 2014 Consummation Report Exhibit 1(h). The original includes Exhibits A, B (two copies), C and D. The seven copies do not include copies of the Exhibits.

Exhibit A consists of the confidential documents, and all the information that FPL asserts is entitled to confidential treatment has been highlighted. Exhibit B is an edited version of Exhibit A, in which the information FPL asserts is confidential has been redacted. Exhibit C is a justification table in support of FPL's Request for Confidential Classification. Exhibit D contains one affidavit in support of FPL's Request for Confidential Classification. Also included in this filing is a compact disk containing FPL's Request for Confidential Classification and Exhibit C, in Microsoft Word format.

If there are any questions regarding this transmittal, please contact me at (561) 691-2512.COM

Sincerely,

Kenneth M. Rubin

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ECO \_\_\_\_\_  
ENG \_\_\_\_\_  
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Enclosures

cc: Martha Barrera, Esq. (w/encl.)

**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

In re: Application of Florida Power & Light  
Company for Authority to Issue and Sell  
Securities pursuant to Section 366.04, F.S., and  
Chapter 25-8, F.A.C.

Docket No. 130062--EI  
March 28, 2014

**FLORIDA POWER & LIGHT COMPANY'S  
REQUEST FOR CONFIDENTIAL CLASSIFICATION**

Florida Power & Light Company ("FPL"), pursuant to Rule 25-22.006, Florida Administrative Code, and section 366.093, Florida Statutes, hereby requests confidential classification of certain portions of a document filed as an exhibit to its Consummation Report served in the referenced docket on March 19, 2014. In support of its request, FPL states:

1. On March 19, 2014, FPL filed a confidential copy of its Consummation Report in the referenced docket, along with a number of exhibits including a term loan agreement identified as Exhibit 1(h) to the report. Confidential information is contained in portions of Exhibit 1(h).
2. On March 19, 2014, FPL also filed its Notice of Intent to Request Confidential Classification of Information Provided in Support of Consummation Report.
3. The following exhibits are included herewith and made a part hereof:
  - a. Exhibit A consists of the document (Exhibit 1(h) to the Consummation Report) for which FPL seeks confidential treatment. All information in Exhibit A that FPL asserts is entitled to confidential treatment has been highlighted.

- b. Exhibit B consists of an edited version of the document for which FPL seeks confidential treatment. All information for which FPL requests confidential treatment has been redacted in Exhibit B.
- c. Exhibit C consists of a table containing a line-by-line and page-by-page identification of the information for which confidential treatment is sought and, with regard to each affected portion of exhibit 1(h), references to the specific statutory bases for confidentiality and to the affidavit in support of the requested classification.
- d. Exhibit D consists of the affidavit of Aldo Portales in support of this request.

4. The information identified in Exhibit C is proprietary confidential business information within the meaning of section 366.093(3), Florida Statutes. The document that contains the proprietary and confidential business information is intended to be and is treated by FPL as private. To the best of FPL's knowledge, aside from the inadvertent disclosure made in the original filing in this docket of exhibits attached to the Consummation Report, the highlighted information has not been publicly disclosed. Pursuant to section 366.093, Florida Statutes, such information is entitled to confidential treatment and is exempt from the disclosure provisions of the public records law. Thus, once the Commission determines that the highlighted information is proprietary confidential business information, the Commission is not required to engage in any further analysis or review such as weighing the harm of disclosure against the public interest in access to the information.

5. As the affidavit included in Exhibit D indicates, the confidential information in exhibit 1(h) of the Consummation Report consists of negotiated financial and commercial terms

regarding a loan agreement. If publicly disclosed, this information would harm the competitive interests of the provider of the information. This information is protected by sections 366.093(3)(d) and (e), Florida Statutes.

6. Upon a finding by the Commission that the material in Exhibit A for which FPL seeks confidential treatment is proprietary confidential business information within the meaning of section 366.093(3), Florida Statutes, such materials should not be declassified for a period of at least eighteen (18) months and should be returned to FPL as soon as the information is no longer necessary for the Commission to conduct its business. *See* § 366.093(4), Fla. Stat.

**WHEREFORE**, for the above and foregoing reasons, as more fully set forth in the supporting materials and affidavits included herewith, Florida Power & Light Company respectfully requests that its request for confidential classification be granted.

Respectfully submitted,

Kenneth M. Rubin, Esq.  
Senior Counsel  
Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, FL 33408  
Telephone: (561) 691-2512  
Facsimile: (561) 691-7135

By: 

Kenneth M. Rubin  
Fla. Bar No. 349038

**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that a true and correct copy of the foregoing Request for Confidential Classification\* has been furnished by Hand Delivery this 28<sup>th</sup> day of March 2014 to the following:

Martha F. Barrera, Esq.  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Blvd  
Tallahassee, Florida 32399-0850

By:



Kenneth M. Rubin  
Florida Bar No. 349038

\* Exhibits to this Request are not included with the service copies, but copies of Exhibits B, C and D are available upon request.

**EXHIBIT B**

**REDACTED**

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**EXECUTION COPY**

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**TERM LOAN AGREEMENT**

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**(Relating to a US\$500,000,000 Term Loan Facility)**

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**Between**

5

**FLORIDA POWER & LIGHT COMPANY (as Borrower)**

6

**and**

7

**[REDACTED] (as Lender)**

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**DATED AS OF MARCH 5, 2012**

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**TERM LOAN AGREEMENT**

**List of Schedules and Exhibits**

**Schedules:**

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3	<b><u>Schedules:</u></b>	
4	Schedule I	Applicable Lending Offices and Notice Addresses
5	Schedule 4.03	Excepted Liens
6	Schedule 4.04	Supplemental Disclosures
7	Schedule 4.06	Litigation

**Exhibits:**

8	<b><u>Exhibits:</u></b>	
9	<b><u>Exhibit A</u></b>	Form of Borrowing Notice
10	<b><u>Exhibit B</u></b>	Form of Interest Rate Notice
11	<b><u>Exhibit C</u></b>	Form of Borrower's Certificate
12	<b><u>Exhibit D</u></b>	Form of Opinion of Borrower's Counsel
13	<b><u>Exhibit E-1</u></b>	Form of U.S. Tax Compliance Certificate
14	<b><u>Exhibit E-2</u></b>	Form of U.S. Tax Compliance Certificate
15	<b><u>Exhibit E-3</u></b>	Form of U.S. Tax Compliance Certificate
16	<b><u>Exhibit E-4</u></b>	Form of U.S. Tax Compliance Certificate



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**TERM LOAN AGREEMENT**

2 This TERM LOAN AGREEMENT, dated as of March 5, 2013, is by and between FLORIDA  
3 POWER & LIGHT COMPANY, a Florida corporation ("**Borrower**"), and [REDACTED]  
4 ("**Lender**") (Borrower and Lender are hereinafter sometimes referred to collectively as the  
5 "**Parties**" and individually as a "**Party**").

6

**WITNESSETH:**

7 WHEREAS, the Borrower has requested that the Lender provide a term loan facility, and the  
8 Lender is willing to do so, on the terms and conditions set forth herein.

9 NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and  
10 agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the  
11 Parties hereto hereby agree as follows:

12

**ARTICLE 1**

13

**DEFINITIONS AND RULES OF INTERPRETATION**

14 **Section 1.01 Definitions.** The following terms have the respective meanings set forth in this  
15 **Section 1.01** or elsewhere in the provisions of this Agreement referred to below:

- 16 • "**Acceleration Notice**" has the meaning specified in **Section 7.02**.
- 17 • "**Agreement**" means this Term Loan Agreement, including the Schedules and Exhibits  
18 hereto.
- 19 • "**Agreement Effective Date**" means the date on which all of the conditions set forth in  
20 **Section 6.01** shall have been satisfied or waived by Lender.

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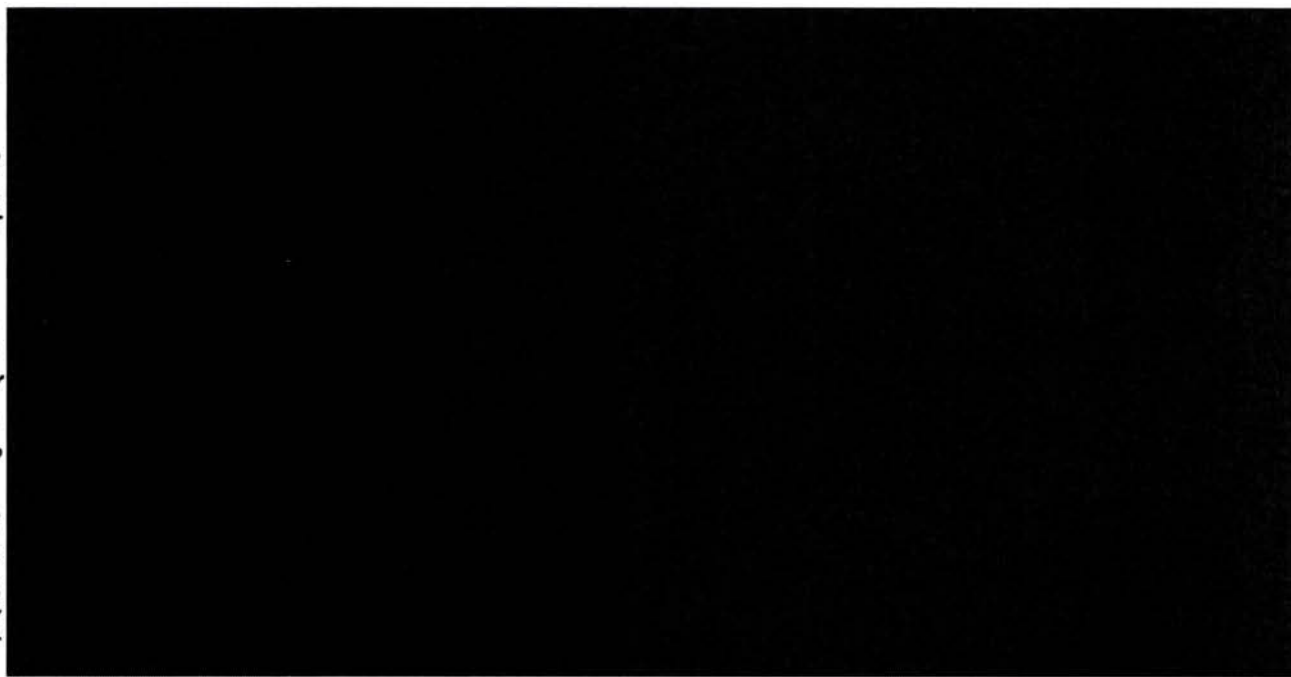
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- **“Applicable Lending Office”** means Lender’s Domestic Lending Office or Eurodollar Lending Office, as the case may be.
- **“Applicable Rating”** means, at the time of any determination thereof, the Rating of the Applicable Rating Agencies, at least one of which must be either Moody’s or Standard & Poor’s.
- **“Applicable Rating Agencies”** means, at the time of any determination thereof, all Rating Agencies employed by Borrower (which shall be a minimum of two, at least one of which must be either Moody’s or Standard & Poor’s) for rating Borrower’s non-credit enhanced long-term senior unsecured debt (other than a shelf rating) or, to the extent such rating is not available, for Borrower’s long-term senior secured debt.
- **“Base Rate”** means, for any day, a rate per annum equal to the highest of (a) the Federal Funds Rate for such day plus one-half of one percent (1/2 of 1%) per annum, (b) the rate of interest from time to time announced by Lender as its prime lending rate and (c) One Month LIBOR plus one percent (1%). Each change in any interest rate provided for herein which is based upon the Base Rate resulting from a change in the Base Rate shall take effect at the time of such change in the Base Rate. The prime lending rate of Lender is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. Lender may make commercial loans or other loans at rates of interest at, above, or below the prime lending rate.

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- 1 • **"Base Rate Loan"** means a Loan at such time as it bears interest calculated by reference  
2 to the Base Rate.
- 3 • **"Borrower"** has the meaning specified in the Preamble.
- 4 • **"Borrowing Notice"** means the notice of borrowing which Borrower is to provide to  
5 Lender as pursuant to Section 2.01(a), such notice to be dated the Agreement Effective  
6 Date and to be in form substantially identical to the form attached as Exhibit A.
- 7 • **"Business Day"** means any day other than (a) Saturday or Sunday, or (b) a day on which  
8 banking institutions in Atlanta, Georgia are required or authorized to close (*provided* that  
9 no day shall be deemed to be a Business Day with respect to any Eurodollar Rate Loan  
10 unless such day is also a Eurodollar Business Day).
- 11 • **"Change in Law"** means the occurrence, after the Agreement Effective Date, of any of  
12 the following: (a) the adoption or taking effect of any law, rule, regulation or treaty,  
13 (b) any change in any law, rule, regulation or treaty or in the administration,  
14 interpretation, implementation or application thereof by any Governmental Authority or  
15 (c) the making or issuance of any request, rule, guideline or directive (whether or not  
16 having the force of law) by any Governmental Authority; *provided* that notwithstanding  
17 anything herein to the contrary, for the purposes of the increased cost provisions in  
18 Section 3.04 or Section 3.05, any changes with respect to capital adequacy or liquidity  
19 which result from (i) all requests, rules, guidelines or directives under or issued in  
20 connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act (the  
21 **"Dodd-Frank Act"**) and (ii) all requests, rules, guidelines or directives promulgated by  
22 the Bank for International Settlements, the Basel Committee on Banking Supervision (or  
23 any successor or similar authority) or the United States or foreign regulatory authorities,  
24 in each case pursuant to **"Basel III"** (meaning the comprehensive set of reform measures  
25 developed (and designated as **"Basel III"** in September 2010) by the Basel Committee on  
26 Banking Supervision, to strengthen the regulation, supervision and risk management of  
27 the banking sector), shall in each case be deemed to be a "change of law" as to which  
28 Lender is entitled to compensation to the extent such request, rule, guideline or directive  
29 is either (1) enacted, adopted or issued after the Agreement Effective Date (but regardless  
30 of the date the applicable provision of the Dodd-Frank Act or Basel III to which such  
31 request, rule, guideline or directive relates was enacted, adopted or issued) or (2) enacted,  
32 adopted or issued prior to the Agreement Effective Date but either (A) does not require  
33 compliance therewith, or (B) which is not fully implemented until after the Agreement  
34 Effective Date and which entails increased cost related thereto that cannot be reasonably  
35 determined as of the Agreement Effective Date.

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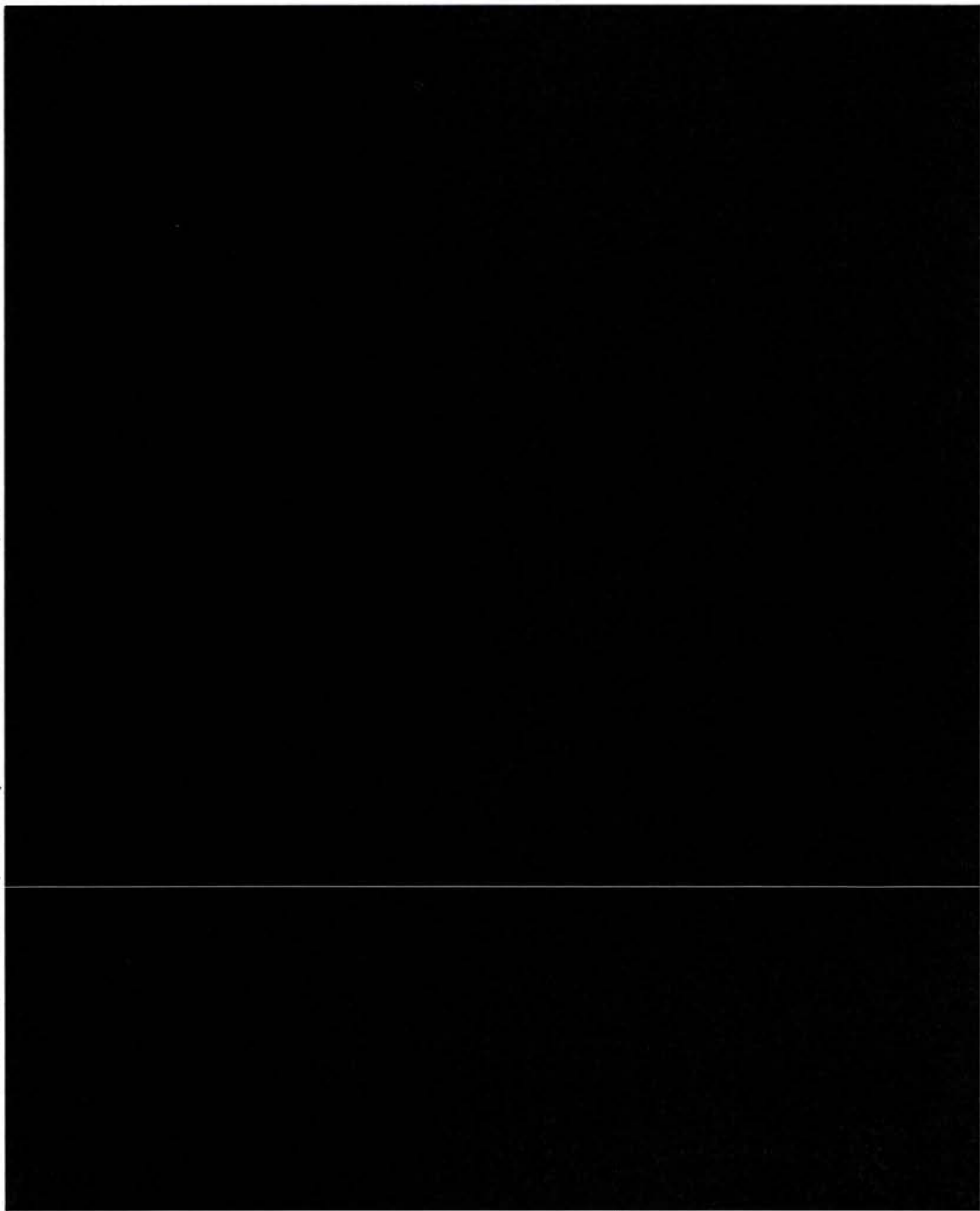
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39 • "Code" means the Internal Revenue Code of 1986, as amended from time to time, and  
40 the regulations promulgated and rulings issued thereunder.

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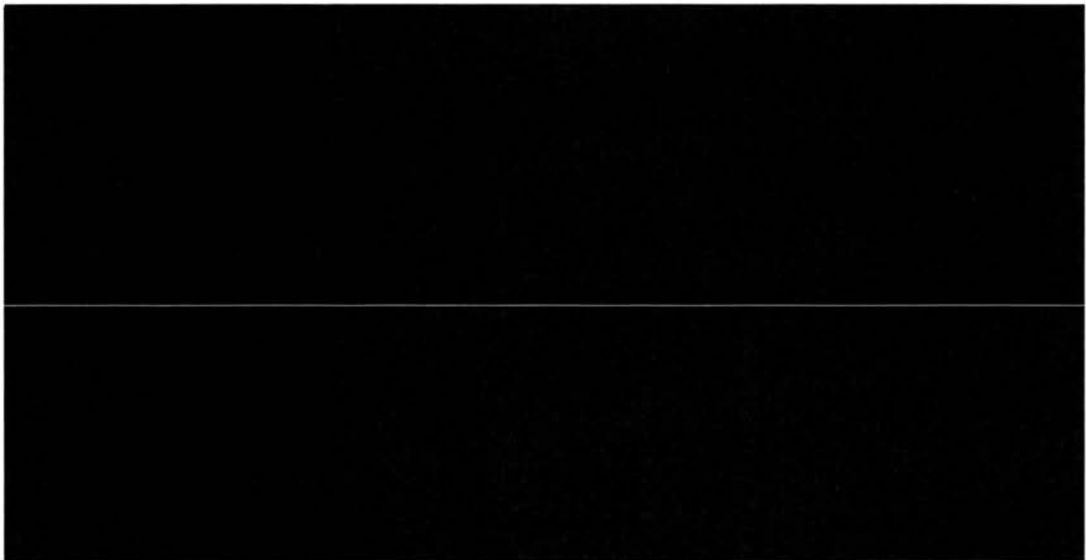
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- 1 • **"Conversion"** or **"Convert"** means a conversion of all or any portion of any Loan from
- 2 one Type into a Loan of another Type pursuant to Section 2.06 (including any such
- 3 conversion made as a result of the operation of any other provision hereof).
  
- 4 • **"Default"** means an Event of Default, or an event that with notice or lapse of time or both
- 5 would become an Event of Default, or the filing in any court of competent jurisdiction of
- 6 any petition or application or the commencement of any case or other proceeding referred
- 7 to in Section 7.01(g) so long as the same remains undismissed or unstayed.
  
- 8 • **"Dollars"** or **"\$"** means United States dollars or such currency of the United States of
- 9 America as at the time of payment shall be legal tender for the payment of public and
- 10 private debts in the United States of America.
  
- 11 • **"Domestic Lending Office"** means, initially, the office of Lender designated as such in
- 12 Schedule I; thereafter, such other office specified by Lender (if any) that makes or
- 13 maintains any Base Rate Loan as designated by Lender in Notice to Borrower.
  
- 14 • **"Employee Benefit Plan"** means any employee benefit plan within the meaning of
- 15 Section 3(3) of ERISA maintained or contributed to by Borrower or any ERISA Affiliate,
- 16 other than a Multiemployer Plan.

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- 34 • **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended,
- 35 and the regulations promulgated thereunder.
  
- 36 • **"ERISA Affiliate"** means any Person that is treated as a single employer with Borrower
- 37 under Section 414 of the Code.

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- 1 • **"ERISA Reportable Event"** means a reportable event with respect to a Guaranteed  
2 Pension Plan within the meaning of Section 4043 of ERISA as to which the requirement  
3 of notice has not been waived.
- 4 • **"Eurocurrency Reserve Rate"** means, for any Interest Period for any Eurodollar Rate  
5 Loan, the average maximum rate at which reserves (including, without limitation, any  
6 marginal, supplemental or emergency reserves) are required to be maintained during such  
7 Interest Period under Regulation D by member banks of the Federal Reserve System in  
8 New York City with deposits against "Eurocurrency liabilities" (as such term is used in  
9 Regulation D) in effect two (2) Eurodollar Business Days before the first day of such  
10 Interest Period. Without limiting the effect of the foregoing, the Eurocurrency Reserve  
11 Rate shall include any other reserves required to be maintained by such member banks by  
12 reason of any Regulatory Change with respect to (i) any category of liabilities that  
13 includes deposits by reference to which the Eurodollar Rate is to be determined as  
14 provided in the definition of "Eurodollar Rate" in this Section 1.01 or (ii) any category of  
15 extensions of credit or other assets that includes Eurodollar Rate Loans.
- 16 • **"Eurodollar Business Day"** means any Business Day on which commercial banks are  
17 open for international business (including dealings in Dollar deposits) in London or such  
18 other eurodollar interbank market as may be selected by Lender in its sole discretion  
19 acting in good faith.
- 20 • **"Eurodollar Lending Office"** means, initially, the office of Lender designated as such in  
21 Schedule I hereto; thereafter, such other office of Lender (if any) that makes or maintains  
22 any Eurodollar Rate Loan as designated by Lender in Notice to Borrower.
- 23 • **"Eurodollar Rate"** means, for any Interest Period with respect to a Eurodollar Rate  
24 Loan, the rate per annum equal to the British Bankers Association LIBOR Rate ("**BBA**  
25 **LIBOR**"), as published by Reuters (or other commercially available source providing  
26 quotations of BBA LIBOR as designated by Lender from time to time) at approximately  
27 11:00 a.m., London time, two (2) Business Days prior to the commencement of such  
28 Interest Period, for deposits in Dollars (for delivery on the first day of such Interest  
29 Period) with a term equivalent to such Interest Period, divided by one (1) minus the  
30 Eurocurrency Reserve Rate for such Loan for such Interest Period. If such rate is not  
31 available at such time for any reason, then the "Eurodollar Rate" for such Interest Period  
32 shall be the rate per annum determined by Lender to be the rate at which deposits in  
33 Dollars for delivery on the first day of such Interest Period in same day funds in the  
34 approximate amount of the Eurodollar Rate Loan being made, continued or converted by  
35 Lender and with a term equivalent to such Interest Period would be offered by Lender to  
36 major banks in the London or other offshore interbank market for such currency at its  
37 request at approximately 11:00 a.m. (London time) two (2) Business Days prior to the  
38 first day of such Interest Period, divided by one (1) minus the Eurocurrency Reserve Rate  
39 for such Loan for such Interest Period.

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- 1 • **"Eurodollar Rate Loan"** means any Loan bearing interest calculated by reference to the  
2 Eurodollar Rate.
- 3 • **"Event of Default"** has the meaning specified in Section 7.01.
- 4 • **"Exchange Act"** means the Securities Exchange Act of 1934, as amended, and the  
5 regulations promulgated thereunder.
- 6 • **"Excluded Taxes"** means any of the following Taxes imposed on or with respect to  
7 Lender or required to be withheld or deducted from a payment to Lender: (a) Taxes  
8 imposed on or measured by net income (however denominated), franchise Taxes, and  
9 branch profits Taxes, in each case, (i) imposed as a result of Lender being organized  
10 under the laws of, or having its principal office or its applicable lending office located in,  
11 the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are  
12 Other Connection Taxes, (b) U.S. federal withholding Taxes imposed on amounts  
13 payable to or for the account of Lender with respect to an applicable interest in a Loan  
14 pursuant to a law in effect on the date on which (i) Lender acquires such interest in the  
15 Loan, or (ii) Lender changes its lending office, except in each case to the extent that,  
16 pursuant to Section 4.08, amounts with respect to such Taxes were payable either to  
17 Lender's assignor immediately before Lender became a party hereto or to Lender  
18 immediately before it changed its lending office, (c) Taxes attributable to Lender's failure  
19 to comply with Section 4.08(f), and (d) any U.S. federal withholding Taxes imposed  
20 under FATCA.
- 21 • **"FASB ASC 715"** means Financial Accounting Standards Board Accounting Standards  
22 Codification 715, Compensation – Retirement Benefits.
- 23 • **"FASB ASC 810"** means Financial Accounting Standards Board Accounting Standards  
24 Codification 810, Consolidation.
- 25 • **"FATCA"** means Sections 1471 through 1474 of the Code, as of the Agreement  
26 Effective Date (or any amended or successor version that is substantially comparable and  
27 not materially more onerous to comply with) and any current or future regulations or  
28 official interpretations thereof and any agreements entered into pursuant to  
29 Section 1471(b)(1) of the Code.
- 30 • **"Federal Funds Rate"** means, for any day, the rate per annum (rounded upwards, if  
31 necessary to the nearest 1/100 of 1%) equal to the weighted average of the rates on  
32 overnight Federal funds transactions with members of the Federal Reserve System  
33 arranged by Federal funds brokers on such day, as published by the Federal Reserve  
34 Bank of New York on the Business Day next succeeding such day, provided that (a) if  
35 the day for which such rate is to be determined is not a Business Day, the Federal Funds  
36 Rate for such day shall be such rate on such transactions on the next preceding Business  
37 Day as so published on the next succeeding Business Day and (b) if such rate is not so  
38 published for any Business Day, the Federal Funds Rate for such Business Day shall be

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1 the average rate charged to Lender on such Business Day on such transactions as  
2 determined by Lender.

3 • **"Federal Reserve Board"** means the Board of Governors of the Federal Reserve System.

4 • **"First Mortgage"** means Borrower's Mortgage and Deed of Trust, dated as of January 1,  
5 1944, as supplemented and amended from time to time.

6 • **"Fitch"** means Fitch Ratings.

7 • **"Fitch Rating"** means, as of the date of any determination thereof, the rating of Fitch  
8 currently in effect (other than a shelf rating) relating to the non-credit enhanced long-term  
9 senior unsecured debt of Borrower or, to the extent such rating is not available, one (1)  
10 rating level below Borrower's long-term senior secured debt rating provided by Fitch.

11 • **"Foreign Lender"** means any Lender that is not a U.S. Person.

12 • **"FPSC Financing Order"** means the Final Order Granting Approval for Authority to  
13 Issue and Sell Securities issued by the Florida Public Service Commission on  
14 November 3, 2011, as Order No. PSC-11-0516-FOF, and each successive order of the  
15 Florida Public Service Commission granting authority to Borrower to issue and sell  
16 securities, as applicable.

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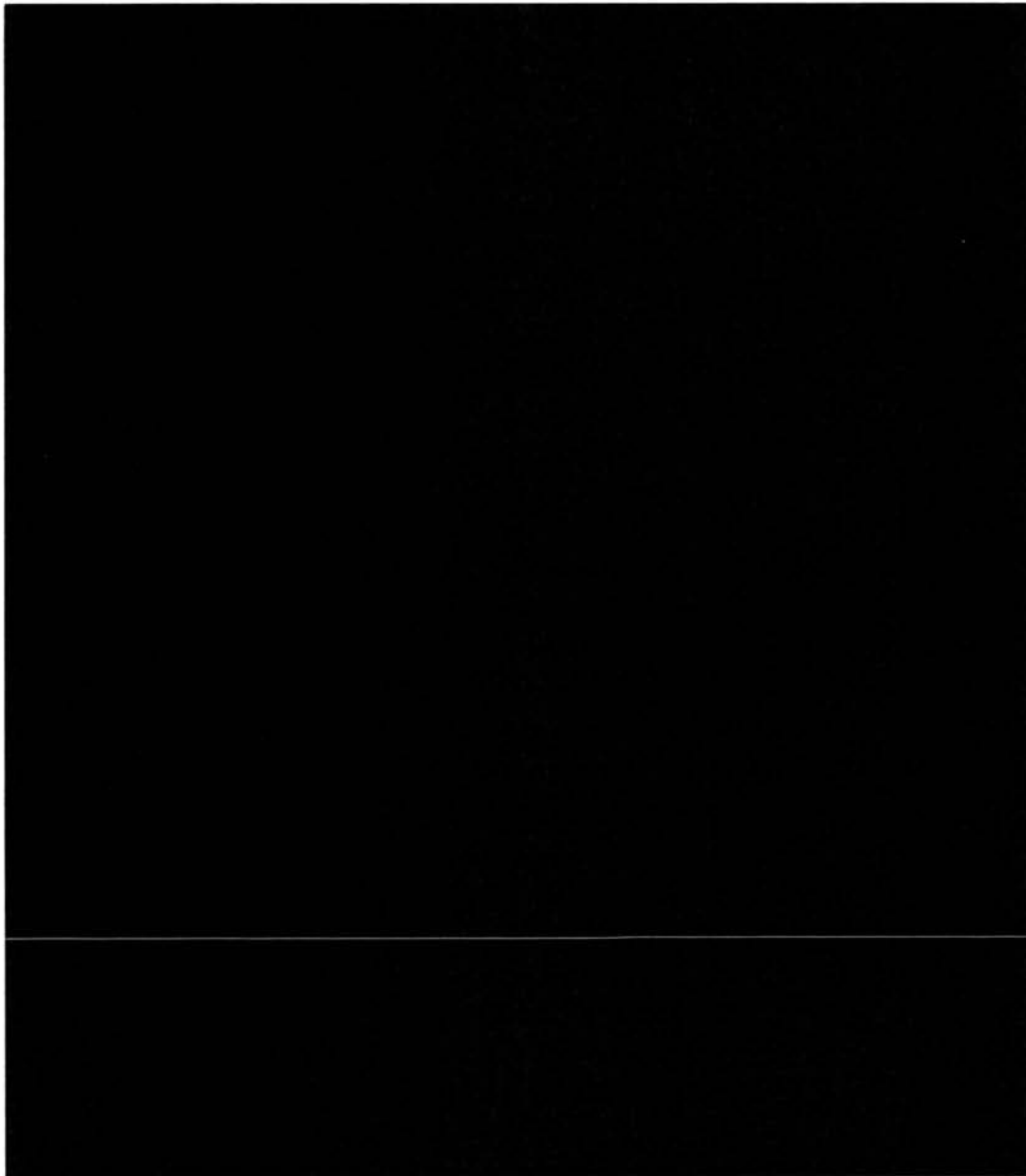


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31 • “generally accepted accounting principles” means generally accepted accounting  
32 principles, as recognized by the American Institute of Certified Public Accountants and  
33 the Financial Accounting Standards Board, consistently applied and maintained on a  
34 consistent basis for Borrower and its Subsidiaries throughout the period indicated and  
35 (subject to Section 1.03) consistent with the prior financial practice of Borrower and its  
36 Subsidiaries.

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- 1 • **“Governmental Authority”** means, as to any Person, any government (or any political  
2 subdivision or jurisdiction thereof), court, bureau, agency or other governmental  
3 authority having jurisdiction over such Person or any of its business, operations or  
4 properties.
- 5 • **“Guaranteed Pension Plan”** means any employee pension benefit plan within the  
6 meaning of Section 3(2) of ERISA that is subject to Title IV of ERISA and that is  
7 maintained or contributed to by Borrower or any ERISA Affiliate or in respect of which  
8 Borrower or any ERISA Affiliate could be reasonably expected to have liability, other  
9 than a Multiemployer Plan.
- 10 • **“Immediately Available Funds”** means funds with good value on the day and in the city  
11 in which payment is received.
- 12 • **“Indemnified Taxes”** means (a) Taxes, other than Excluded Taxes, imposed on or with  
13 respect to any payment made by or on account of any obligation of Borrower under any  
14 Loan Document and (b) to the extent not otherwise described in the preceding clause (a),  
15 Other Taxes.
- 16 • **“Indemnitee”** has the meaning specified in Section 9.04.
- 17 • **“Indemnity Claim”** has the meaning specified in Section 9.04.
- 18 • **“Interest Payment Date”** means (a) as to any Base Rate Loan, the last day of each  
19 calendar quarter; (b) as to any Eurodollar Rate Loan, the last day of each Interest Period  
20 applicable to such Eurodollar Rate Loan; and (c) the Maturity Date.
- 21 • **“Interest Period”** means with respect to any Eurodollar Rate Loan:
- 22 (a) initially, the period (i) commencing on date specified in either the Borrowing  
23 Notice or the initial Interest Rate Notice for such Eurodollar Rate Loan (as the  
24 case may be), and (ii) ending one (1), two (2) or three (3) months (as selected by  
25 Borrower) after the applicable commencement date; and
- 26 (b) thereafter, each period (i) commencing on the last day of the next preceding  
27 Interest Period applicable to such Eurodollar Rate Loan, and (ii) ending on the last  
28 day of one of the periods set forth above (as selected by Borrower in an Interest  
29 Rate Notice);
- 30 provided that all of the foregoing provisions relating to Interest Periods are subject to the  
31 following:
- 32 (1) if any Interest Period would otherwise end on a day that is not a  
33 Eurodollar Business Day, then such Interest Period shall instead end on  
34 the next succeeding Eurodollar Business Day unless the next succeeding  
35 Eurodollar Business Day falls in another calendar month, in which case

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1 the Interest Period shall end on the immediately preceding Eurodollar  
2 Business Day; or

3 (2) if any Interest Period begins on the last Eurodollar Business Day of a  
4 calendar month (or on a day for which there is no numerically  
5 corresponding day in the calendar month at the end of the Interest Period),  
6 then the Interest Period shall end on the last Eurodollar Business Day of  
7 the calendar month at the end of such Interest Period; and

8 (3) no Eurodollar Rate Loan shall extend beyond the Maturity Date (and, in  
9 the event that any Interest Period for a Eurodollar Rate Loan would  
10 otherwise extend beyond the Maturity Date, such Loan must be prepaid on  
11 the Maturity Date).

12 • "Interest Rate Notice" means a Notice given by Borrower to Lender (in substantially the  
13 form set forth in Exhibit B) specifying Borrower's election to Convert all or any portion  
14 of the Loans, or specify the Interest Period with respect to all or any portion of any  
15 Eurodollar Rate Loans, in accordance with Section 2.06.

16 • "Lender" has the meaning specified in the Preamble.


17 • "Lien" means any mortgage, pledge, lien, security interest or other charge or  
18 encumbrance with respect to any present or future assets of the Person referred to in the  
19 context in which the term is used.

20 • "Loan" means, initially, the total principal amount advanced by Lender as a Loan to  
21 Borrower under Section 2.01. After the initial funding, "Loan" means, as applicable, a  
22 portion of the Loan that either (a) bears interest by reference to the Base Rate or (b) bears  
23 interest by reference to the Eurodollar Rate and has a single Interest Period; and "Loans"  
24 means the aggregate principal amount of each Loan that is Outstanding at the time  
25 referred to in the context in which the term is used.

26 • "Loan Documents" means this Agreement and any other document delivered in  
27 connection herewith.

28 • "Majority Level" has the meaning specified in the definition of Rating Level.

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- 1 • **"Maturity Date"** means September 30, 2013.
- 2 • **"Moody's"** means Moody's Investors Service, Inc.
- 3 • **"Moody's Rating"** means as of the date of any determination thereof, the rating of  
4 Moody's currently in effect (other than a shelf rating) relating to the non-credit enhanced  
5 long-term senior unsecured debt of Borrower or, to the extent such rating is not available,  
6 one (1) rating level below Borrower's long-term senior secured debt rating provided by  
7 Moody's.
- 8 • **"Multiemployer Plan"** means any multiemployer plan within the meaning of  
9 Section 3(37) of ERISA to which Borrower or any ERISA Affiliate contributes or has an  
10 obligation to contribute or has within any of the preceding five plan years contributed or  
11 had an obligation to contribute.
- 12 • **"NextEra Energy"** means NextEra Energy, Inc., a Florida corporation.
- 13 • **"Nonrecourse Indebtedness"** has the meaning specified in Section 5.17.
- 14 • **"Notice"** has the meaning specified in Section 9.02.
- 15 • **"One Month LIBOR"** means the British Bankers Association Interest Settlement Rate  
16 applicable to U.S. dollars for a period of one month (for the avoidance of doubt, One  
17 Month LIBOR for any day shall be based on the rate appearing on Reuters LIBOR01  
18 Page (or other commercially available source providing such quotations as designated by  
19 Lender from time to time) at approximately 11:00 a.m. London time two (2) Business  
20 Days prior to such day).
- 21 • **"Other Connection Taxes"** means, with respect to Lender, Taxes imposed as a result of  
22 a present or former connection between Lender and the jurisdiction imposing such Tax  
23 (other than connections arising from Lender having executed, delivered, become a party  
24 to, performed its obligations under, received payments under, received or perfected a  
25 security interest under, engaged in any other transaction pursuant to or enforced any Loan  
26 Document, or sold or assigned an interest in any Loan or Loan Document).
- 27 • **"Other Taxes"** means all present or future stamp, court or documentary, intangible,  
28 recording, filing or similar Taxes that arise from any payment made under, from the  
29 execution, delivery, performance, enforcement or registration of, from the receipt or  
30 perfection of a security interest under, or otherwise with respect to, any Loan Document,  
31 except any such Taxes that are Other Connection Taxes imposed with respect to an  
32 assignment (other than an assignment made pursuant to Section 3.04 or Section 3.05).
- 33 • **"Outstanding"** means, as of any date, with respect to any Loan, the aggregate unpaid  
34 principal amount thereof as of such date.
- 35 • **"Parties"** and **"Party"** have the meanings specified in the Preamble.

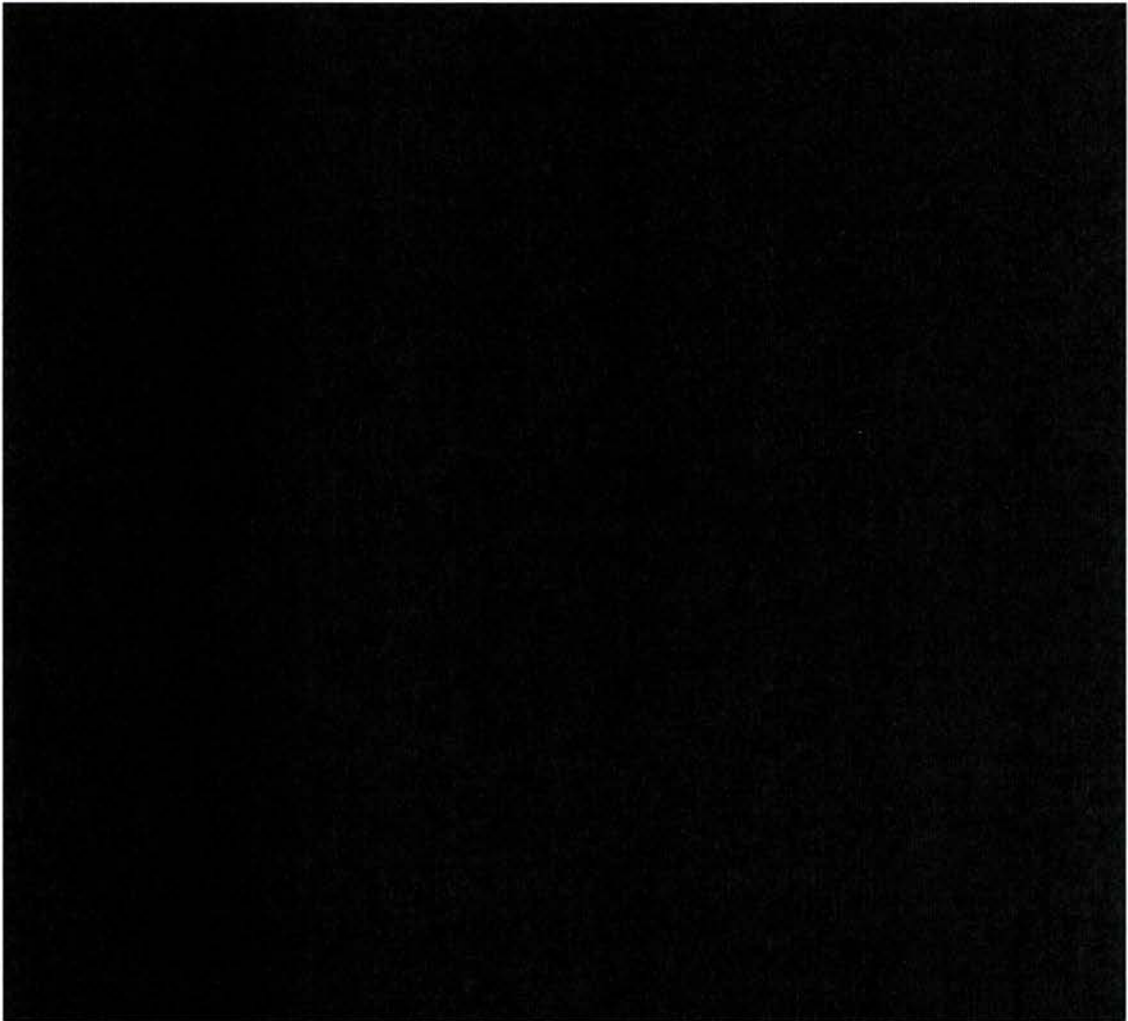
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- 1 • "PBGC" means the Pension Benefit Guaranty Corporation created by Section 4002 of
- 2 ERISA and any successor entity or entities having similar responsibilities.
  
- 3 • "Person" means any individual, corporation, partnership, trust, unincorporated
- 4 association, business, or other legal entity, and any government or any governmental
- 5 agency or political subdivision thereof.
  
- 6 • "Rating" means the Fitch Rating, the Moody's Rating or the Standard & Poor's Rating.
  
- 7 • "Rating Agency" means any of Fitch, Moody's or Standard & Poor's.

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35 • "Regulations A, D, U and X" means, respectively, Regulations A, D, U and X of the  
36 Federal Reserve Board.

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- 1 • **“Regulatory Change”** means, with respect to Lender, any change after the Agreement  
2 Effective Date in Federal, state or foreign law or regulations (including, without  
3 limitation, Regulation D) or the adoption, making or change in after such date of any  
4 interpretation, directive or request applying to a class of banks including Lender of or  
5 under any Federal, state or foreign law or regulations (whether or not having the force of  
6 law and whether or not the failure to comply therewith would be unlawful) by any court  
7 or governmental or monetary authority charged with the interpretation or administration  
8 thereof.
  
- 9 • **“Related Parties”** means, with respect to any Person, such Person’s affiliates and the  
10 partners, directors, officers, employees, agents, trustees, administrators, managers,  
11 advisors and representatives of such Person and of such Person’s affiliates.
  
- 12 • **“Requirement of Law”** means, as to any Person, any law (statutory or common), treaty,  
13 rule or regulation or final, non-appealable determination of an arbitrator or of a  
14 Governmental Authority, in each case applicable to or binding upon such Person or any  
15 of its property or to which such Person or any of its property is subject.
  
- 16 • **“Standard & Poor’s”** means Standard & Poor’s Ratings Services, a Standard & Poor’s  
17 Financial Services LLC business.
  
- 18 • **“Standard & Poor’s Rating”** means, as of the date of any determination thereof, the  
19 rating of Standard & Poor’s currently in effect (other than a shelf rating) relating to the  
20 non-credit enhanced long-term senior unsecured debt of Borrower or, to the extent such  
21 rating is not available, one (1) rating level below Borrower’s long-term senior secured  
22 debt rating provided by Standard & Poor’s.
  
- 23 • **“Subsidiary”** means any corporation, association, trust, or other business entity of which  
24 Borrower (or where the context requires, NextEra Energy) shall at any time own directly  
25 or indirectly through a Subsidiary or Subsidiaries at least a majority (by number of votes)  
26 of the outstanding Voting Stock.

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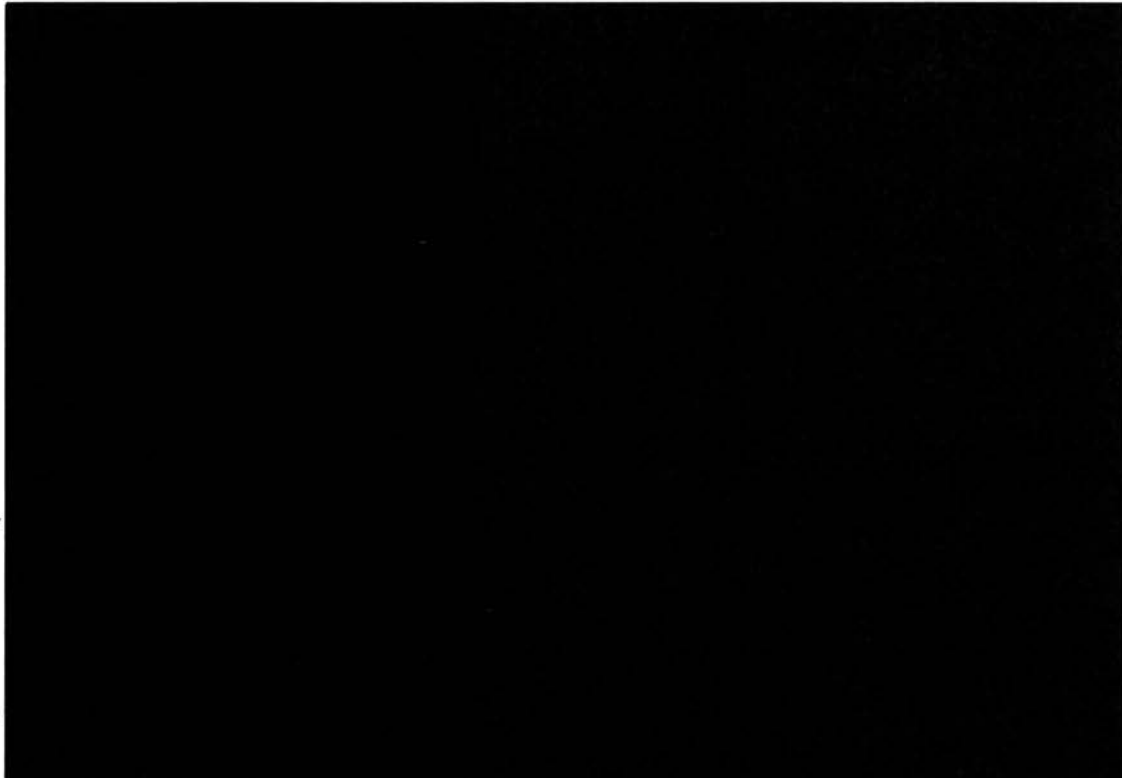


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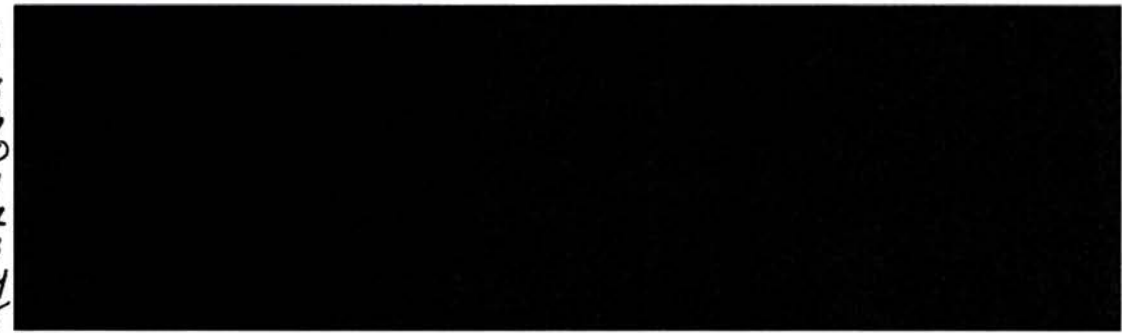
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- 22 • "Taxes" means all present or future taxes, levies, imposts, duties, deductions,  
23 withholdings (including backup withholding), assessments, fees or other charges imposed  
24 by any Governmental Authority, including any interest, additions to tax or penalties  
25 applicable thereto.

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- 36 • "Type" has the meaning specified in Section 1.02(h).  
37 • "U.S. Person" means any Person that is a "United States Person" as defined in Section  
38 7701(a)(30) of the Code.



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1 • "U.S. Tax Compliance Certificate" has the meaning assigned to such term in  
2 paragraph (ii) of Section 4.08(g).

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8 **Section 1.02 Rules of Interpretation.**

- 9 (a) A reference to any document or agreement shall include such document or  
10 agreement, including any schedules or exhibits thereto, as any of same may be  
11 amended, modified or supplemented from time to time in accordance with its  
12 terms and, if applicable, the terms of this Agreement.
- 13 (b) The singular includes the plural and the plural includes the singular.
- 14 (c) A reference to any law includes any amendment or modification to such law.
- 15 (d) A reference to any Person includes its permitted successors and permitted assigns.
- 16 (e) The words "include," "includes" and "including" are not limiting.
- 17 (f) Reference to any particular "Article," "Section," "Preamble," "Schedule," or  
18 "Exhibit" refers to the corresponding Article, Section, Preamble, Schedule, or  
19 Exhibit of this Agreement unless otherwise indicated.
- 20 (g) The words "herein," "hereof," "hereunder," "hereto" and words of like import  
21 shall refer to this Agreement as a whole and not to any particular section or  
22 subdivision of this Agreement.
- 23 (h) Loans hereunder are distinguished by "Type". The Type of a Loan refers to  
24 whether such Loan is a Base Rate Loan or a Eurodollar Rate Loan, each of which  
25 constitutes a Type.
- 26 (i) Any change in the Applicable Base Rate Margin and the Applicable Eurodollar  
27 Rate Margin by reason of a change in any Applicable Rating shall become  
28 effective on the date of announcement or publication by the relevant Applicable  
29 Rating Agency of a change in such Applicable Rating or, in the absence of such  
30 announcement or publication, on the effective date of such changed Applicable  
31 Rating.
- 32 (j) In the event any Rating Agency modifies its current system of rating, any  
33 reference herein to any Rating Level then "in effect" shall be deemed to refer to

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1 the corresponding Applicable Rating of such Rating Agency determined under the  
2 rating system of such Rating Agency as so modified.

3 **Section 1.03 Accounting Matters.** Except as otherwise expressly provided herein, all terms of  
4 an accounting or financial nature shall be construed in accordance with generally accepted  
5 accounting principles, as in effect from time to time; *provided* that, if Borrower notifies Lender  
6 that Borrower requests an amendment to any provision hereof to eliminate the effect of any  
7 change occurring after the Agreement Effective Date in generally accepted accounting principles  
8 or in the application thereof on the operation of such provision (or if Lender notifies Borrower  
9 that Lender requests an amendment to any provision hereof for such purpose), regardless of  
10 whether any such Notice is given before or after such change in generally accepted accounting  
11 principles or in the application thereof, then (a) such provision shall be interpreted on the basis of  
12 generally accepted accounting principles as in effect and applied immediately before such  
13 change shall have become effective until such Notice shall have been withdrawn or such  
14 provision amended in accordance therewith and (b) Borrower shall provide to Lender financial  
15 statements and other documents required under this Agreement or as reasonably requested  
16 hereunder setting forth a reconciliation between calculations made for and after giving effect to  
17 such change in generally accepted accounting principles.

18 **ARTICLE 2**  
19 **LOAN**

20 **Section 2.01 Term Loan.**

21 (a) Lender agrees, on the terms of this Agreement (including, without limitation, *Article 6*) to  
22 make a single loan to Borrower, pursuant to and on the date specified in the Borrowing  
23 Notice, in the principal amount of FIVE HUNDRED MILLION UNITED STATES  
24 DOLLARS (US\$500,000,000.00). Amounts borrowed and repaid or prepaid may not be  
25 re-borrowed.

26 (b) Lender shall, not later than 2:00 p.m., New York, New York time, on the date specified in  
27 the Borrowing Notice, make the Loan available in immediately available funds in Dollars  
28 to Borrower's account as notified by Borrower to Lender in the Borrowing Notice.

29 **Section 2.02 Evidence of Indebtedness.** Lender will maintain in accordance with its usual  
30 practice an account or accounts evidencing Borrower's indebtedness to Lender as a result of the  
31 Loans, including the amounts of principal, interest and other amounts payable and paid to Lender  
32 from time to time under this Agreement. The entries made by Lender pursuant to the foregoing  
33 sentence shall constitute *prima facie* evidence of the existence and amounts of the Loans;  
34 *provided, however,* that the failure of Lender to maintain such account or accounts, or any error  
35 therein, shall not in any manner affect the obligations of Borrower to repay or pay the Loan made  
36 by Lender, accrued interest thereon and the other obligations of Borrower to Lender hereunder in

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1 accordance with the terms of this Agreement. Lender will advise Borrower of the outstanding  
2 indebtedness hereunder to Lender upon written request therefor.

3 **Section 2.03 Optional Prepayment.** Borrower shall have the right, at any time and from time  
4 to time, to repay the Loans in whole or in part, without penalty or premium, upon not less than (i)  
5 three (3) Business Days prior written notice (or telephonic notice promptly confirmed in writing)  
6 given to Lender not later than 11:00 A.M. (New York City time), in the case of Eurodollar Rate  
7 Loans and (ii) same day written notice (or telephonic notice promptly confirmed in writing)  
8 given to Lender not later than 11:00 A.M. (New York City time), in the case of Base Rate  
9 Loans; *provided* that (i) each repayment shall be in the principal amount of [REDACTED] or any  
10 whole multiple of [REDACTED] in excess thereof, or equal to the remaining principal balance  
11 outstanding under such Loan, and (ii) in the event that Borrower shall prepay any portion of any  
12 Eurodollar Rate Loan prior to the last day of the Interest Period relating thereto, Borrower shall  
13 indemnify Lender in respect of such repayment in accordance with Section 3.08.

14 **Section 2.04 Mandatory Repayment of Loans.**

15 (a) The Loan shall mature, and Borrower unconditionally promises to pay to Lender the  
16 entire unpaid principal amount of the Loans Outstanding (plus all accrued and unpaid  
17 interest thereon), on the Maturity Date.

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31 **Section 2.05 Interest.**

32 (a) Each of the Loans shall bear interest at the following rates:

33 (i) To the extent that all or any portion of any Loan is a Eurodollar Rate Loan, such  
34 Loan or such portion shall bear interest during each applicable Interest Period at a  
35 rate per annum equal to the [REDACTED]  
36 [REDACTED]

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- 1 (ii) To the extent that all or any portion of any Loan is a Base Rate Loan, such Loan  
2 or such portion shall bear interest at a rate per annum equal to the [REDACTED]  
3 [REDACTED]
- 4 (b) Borrower promises to pay interest on each Loan or any portion thereof Outstanding in  
5 arrears on (i) each Interest Payment Date applicable to such Loan and (ii) upon the  
6 payment or prepayment thereof or the Conversion thereof to a Loan of another Type (but  
7 only on the principal amount so paid, prepaid or Converted).
- 8 (c) After any Loan has been made, Borrower will have the interest rate options described in  
9 Section 2.06 with respect to all or any part of such Loan.
- 10 (d) Lender shall give prompt Notice to Borrower of the applicable interest rate determined by  
11 Lender for purposes of clauses (i) or (ii) of Section 2.05(a).
- 12 (e) Overdue principal and (to the extent permitted by applicable law) interest on the Loans  
13 and all other overdue amounts payable hereunder shall bear interest payable on demand  
14 at a rate per annum equal to two percent (2%) above the interest rate then in effect until  
15 such amount shall be paid in full (after, as well as before, judgment).

16 **Section 2.06 Interest Rate Conversion or Continuation Options.**

- 17 (a) Borrower may, subject to Section 3.03 and Section 3.04, elect from time to time to  
18 Convert all or any portion of any Loan to a Loan of another Type; provided that (i) with  
19 respect to any such Conversion of all or any portion of any Eurodollar Rate Loan to a  
20 Base Rate Loan, Borrower shall give Lender an Interest Rate Notice (or telephonic notice  
21 promptly confirmed in writing) at least one (1) Business Day prior to such Conversion;  
22 (ii) in the event of any Conversion of all or any portion of a Eurodollar Rate Loan into a  
23 Loan of another Type prior to the last day of the Interest Period relating thereto,  
24 Borrower shall indemnify Lender in respect of such Conversion in accordance with  
25 Section 3.08; (iii) with respect to any such Conversion of all or any portion of a Base  
26 Rate Loan to a Eurodollar Rate Loan, Borrower shall give Lender an Interest Rate Notice  
27 (or telephonic notice promptly confirmed in writing) at least three (3) Eurodollar  
28 Business Days prior to such election and such Conversion shall be effective on the first  
29 day of an Interest Period; and (iv) no Loan may be Converted into a Eurodollar Rate  
30 Loan when any Default has occurred and is continuing. On the date on which such  
31 Conversion is being made, Lender may take such action, if any, as it deems desirable to  
32 transfer the Loan to its Domestic Lending Office or its Eurodollar Lending Office, as the  
33 case may be. All or any part of Loans of any Type may be Converted as specified herein;  
34 provided that partial Conversions shall be in an aggregate principal amount of  
35 [REDACTED] or any larger integral multiple of [REDACTED]. Each Interest Rate Notice  
36 relating to the Conversion of all or any portion of any Base Rate Loan to a Eurodollar  
37 Rate Loan shall be irrevocable by Borrower.
- 38 (b) Eurodollar Rate Loans may be continued as such upon the expiration of an Interest Period  
39 with respect thereto by compliance by Borrower with the notice provisions contained in

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Section 2.06(a); provided that no Eurodollar Rate Loan may be continued as such when any Default has occurred and is continuing, but shall be automatically Converted to a Base Rate Loan on the last day of the first Interest Period that ends during the continuance of any Default of which the officers of Lender active upon Borrower's account have actual knowledge.

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(c) Any Conversion to or from Eurodollar Rate Loans shall be in such amounts and be made pursuant to such elections so that, after giving effect thereto, the aggregate principal amount of all Eurodollar Rate Loans having the same Interest Period shall not be less than [REDACTED] or any integral multiple of [REDACTED] in excess thereof.

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**ARTICLE 3**  
**CERTAIN GENERAL PROVISIONS**

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**Section 3.01 Funds for Payments.** All payments of principal, interest, fees and any other amounts due hereunder or under any of the other Loan Documents shall be made to Lender, without counterclaim or setoff except as provided in Section 7.03, by wire transfer to the following account of Lender (or such other account as may hereafter be specified by not less than 30 days advance Notice given by Lender to Borrower in accordance with Section 9.02):

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Bank Name: [REDACTED]  
ABA/Routing No: [REDACTED]  
Account No: [REDACTED]  
Reference: Florida Power and Light

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Such payments shall be made in Immediately Available Funds by not later than 2:00 p.m., New York, New York time, on the due date therefor (any payment received by Lender after 2:00 p.m., New York, New York time, shall be deemed to have been received on the next succeeding Business Day).

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**Section 3.02 Computations.** All computations of interest based on the Base Rate shall be made by Lender on the basis of a 365 or 366 day year, as the case may be, and all computations of interest based upon the Eurodollar Rate or the Federal Funds Rate and of fees shall be made on the basis of a year of 360 days, in each case for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest or fees are

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1 payable. Except as otherwise provided in the definition of the term Interest Period with respect  
2 to any Eurodollar Rate Loan, whenever a payment hereunder or under any of the other Loan  
3 Documents becomes due on a day that is not a Business Day, the due date for such payment shall  
4 be extended to the next succeeding Business Day, and interest on any principal so extended shall  
5 accrue during such extension.

6 **Section 3.03 Inability to Determine Eurodollar Rate.** In the event, prior to the  
7 commencement of any Interest Period, Lender shall determine that adequate and reasonable  
8 methods do not exist for ascertaining the Eurodollar Rate that would otherwise determine the rate  
9 of interest to be applicable to the Loan, or that the Eurodollar Rate will not adequately reflect the  
10 cost to Lender of making, funding or maintaining the Loan, during any Interest Period, Lender  
11 shall forthwith give Notice of such determination to Borrower. In such event the obligation of  
12 Lender to make or continue to fund the Loan using the Eurodollar Rate shall be suspended (or if  
13 the Loan is then outstanding, the Loan shall automatically on the last day of the then current  
14 Interest Period become a Base Rate Loan) until Lender determines that the circumstances giving  
15 rise to such suspension no longer exist, whereupon Lender shall so notify Borrower.

16 **Section 3.04 Illegality.** Notwithstanding any other provisions herein, if any present or future  
17 law, regulation, treaty or directive or in the interpretation or application thereof shall make it  
18 unlawful for Lender to make or maintain any Loan as a Eurodollar Rate Loan, Lender shall  
19 promptly give Notice of such circumstances to Borrower and thereupon (a) the commitment of  
20 Lender to make any Loan as a Eurodollar Rate Loan or Convert any Loan of another Type to a  
21 Eurodollar Rate Loan shall automatically be suspended, and (b) if such Loan is a Eurodollar Rate  
22 Loan, then it shall be Converted automatically to a Base Rate Loan on the last day of the Interest  
23 Period applicable to such Eurodollar Rate Loan or within such earlier period as may be required  
24 by law. Notwithstanding anything contained in this Section 3.04 to the contrary, in the event that  
25 Lender is unable to make or maintain any Loan as a Eurodollar Rate Loan as set forth in this  
26 Section 3.04, Lender agrees to use reasonable efforts (consistent with its internal policy and legal  
27 and regulatory restrictions) to designate an alternative Eurodollar Lending Office so as to avoid  
28 such inability.

29 **Section 3.05 Additional Costs.** If a Change in Law:

- 30 (a) imposes, increases or renders applicable (other than to the extent specifically provided for  
31 elsewhere in this Agreement) any special deposit, reserve, assessment, liquidity, capital  
32 adequacy or other similar requirements (whether or not having the force of law) against  
33 assets held by, or deposits in or for the account of, or loans by an office of Lender, or
- 34 (b) imposes on Lender any other conditions or requirements with respect to this Agreement,  
35 the other Loan Documents or any Loan, and
- 36 (c) the foregoing has the result of:
- 37 (i) increasing the cost or reducing the return to Lender of making, funding, issuing,  
38 renewing, extending or maintaining any Loan as a Eurodollar Rate Loan, or

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- (ii) reducing the amount of principal, interest or other amount payable to Lender hereunder on account of any Loan being a Eurodollar Rate Loan, or
- (iii) requiring Lender to make any payment or to forego any interest or other sum payable hereunder, the amount of which payment or foregone interest or other sum is calculated by reference to the gross amount of any sum receivable or deemed received by Lender from Borrower hereunder,

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then, and in each such case, Borrower will, upon demand made by Lender at any time and from time to time and as often as the occasion therefor may arise, pay to Lender such additional amounts as will be sufficient to compensate Lender for such additional cost, reduction, payment or foregone interest or other sum. Notwithstanding anything contained in this Section 3.05 to the contrary, upon the occurrence of any event set forth in this Section 3.05 with respect to Lender, Lender agrees to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to designate an alternative Applicable Lending Office so as to avoid the effect of such event set forth in this Section 3.05.

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**Section 3.06 Capital Adequacy.** If any Change in Law affects the amount of capital or liquidity required or expected to be maintained by Lender or any corporation controlling Lender due to the existence of any Loan hereunder, and Lender determines that the result of the foregoing is to increase the cost or reduce the return to Lender of making or maintaining any Loan hereunder, then Lender may notify Borrower of such fact. To the extent that the costs of such increased capital or liquidity requirements are not reflected in the Base Rate and/or the Eurodollar Rate, Borrower and Lender shall thereafter attempt to negotiate in good faith, within thirty (30) days of the day on which Borrower receives such Notice, an adjustment payable hereunder that will adequately compensate Lender in light of these circumstances, and in connection therewith, Lender will provide to Borrower reasonably detailed information regarding the increase of Lender's costs. If Borrower and Lender are unable to agree to such adjustment within thirty (30) days of the date on which Borrower receives such Notice, then commencing on the date of such notice (but not earlier than the effective date of any such increased capital or liquidity requirement), the interest payable hereunder shall increase by an amount that will, in Lender's reasonable determination, provide adequate compensation. Lender agrees that amounts claimed pursuant to this Section 3.06 shall be made in good faith and on an equitable basis.

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**Section 3.07 Recovery of Additional Compensation.**

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(a) Certificate. If Lender claims any additional amounts pursuant to Section 3.05, Section 3.06 or Section 3.08, as the case may be, Lender shall provide to Borrower a certificate setting forth such additional amounts payable pursuant to Section 3.05, Section 3.06 or Section 3.08, as the case may be, and a reasonable explanation of such amounts which are due. Such certificate shall be conclusive and binding, absent manifest error of Lender, that such amounts are due and owing.

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(b) Delay in Requests. Delay on the part of Lender to demand compensation pursuant to Section 3.05, Section 3.06 or Section 3.08, as applicable, shall not constitute a waiver of

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Lender's right to demand such compensation; [Redacted]

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**Section 3.08 Indemnity.** Borrower agrees to indemnify Lender and to hold Lender harmless from and against any loss, cost or expense (including any such loss or expense arising from interest or fees payable by Lender to lenders of funds obtained by it in order to maintain any Loan as a Eurodollar Rate Loan) that Lender may sustain or incur as a consequence of (a) default by Borrower in payment of the principal amount of or any interest on any Loan when it is a Eurodollar Rate Loan as and when due and payable, (b) default by Borrower in making a prepayment after Borrower has given a notice of prepayment pursuant to *Section 2.03*, (c) default by Borrower in continuing any Loan after Borrower has given (or is deemed to have given pursuant to *Section 2.06(c)*) an Interest Rate Notice, or (d) the making of any payment of principal of any Loan or conversion of a Eurodollar Rate Loan into a loan of another Type pursuant to *Section 2.06(a)(ii)* on a day that is not the last day of an Interest Period.

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**Section 3.09 Taxes.**

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(a) **Payments Free of Taxes.** Any and all payments by or on account of any obligation of Borrower under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of Borrower) requires the deduction or withholding of any Tax from any such payment by Borrower, then Borrower shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by Borrower shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this *Section 3.09*) Lender receives an amount equal to the sum it would have received had no such deduction or withholding been made.

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(b) **Payment of Other Taxes by the Borrower.** Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of Lender timely reimburse it for the payment of, any Other Taxes.

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(c) **Indemnification by Borrower.** Borrower shall indemnify Lender, within thirty (30) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by Lender or required to be withheld or deducted from a payment to Lender and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by

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1 the relevant Governmental Authority. A certificate as to the amount of such payment or  
2 liability delivered to Borrower by Lender shall be conclusive absent manifest error.

3 (d) **Evidence of Payments.** Within thirty (30) days after any payment of Taxes by Borrower  
4 to a Governmental Authority pursuant to this Section 3.09, Borrower shall deliver to  
5 Lender the original or a certified copy of a receipt issued by such Governmental  
6 Authority evidencing such payment, a copy of the return reporting such payment or other  
7 evidence of such payment reasonably satisfactory to Lender.

8 (e) **Status of Lender.**

9 (i) If Lender is entitled to an exemption from or reduction of withholding Tax with  
10 respect to payments made under any Loan Document, it shall deliver to Borrower,  
11 at the time or times reasonably requested by Borrower, such properly completed  
12 and executed documentation reasonably requested by Borrower as will permit  
13 such payments to be made without withholding or at a reduced rate of  
14 withholding. In addition, Lender, if reasonably requested by Borrower, shall  
15 deliver such other documentation prescribed by applicable law or reasonably  
16 requested by Borrower as will enable Borrower to determine whether or not  
17 Lender is subject to backup withholding or information reporting requirements.  
18 Notwithstanding anything to the contrary in the preceding two sentences, the  
19 completion, execution and submission of such documentation (other than such  
20 documentation set forth in Section 3.09(e)(ii)(1), (ii)(2) and (ii)(4) below) shall  
21 not be required if in Lender's reasonable judgment such completion, execution or  
22 submission would subject Lender to any material unreimbursed cost or expense or  
23 would materially prejudice the legal or commercial position of Lender.

24 (ii) Without limiting the generality of the foregoing,

25 (1) If Lender is a U.S. Person, it shall deliver to Borrower on or prior to the  
26 date on which Lender becomes a Party to this Agreement (and from time  
27 to time thereafter upon the reasonable request of Borrower), executed  
28 originals of IRS Form W-9 certifying that Lender is exempt from U.S.  
29 federal backup withholding tax;

30 (2) If Lender is a Foreign Lender, it shall, to the extent it is legally entitled to  
31 do so, deliver to Borrower (in such number of copies as shall be requested  
32 by Borrower) on or prior to the date on which Lender becomes a Party to  
33 this Agreement (and from time to time thereafter upon the reasonable  
34 request of Borrower), whichever of the following is applicable:

35 (i) in the case of a Foreign Lender claiming the benefits of an income  
36 tax treaty to which the United States is a party (x) with respect to  
37 payments of interest under any Loan Document, executed originals  
38 of IRS Form W-8BEN establishing an exemption from, or  
39 reduction of, U.S. federal withholding Tax pursuant to the

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- 1 "interest" article of such tax treaty and (y) with respect to any other  
2 applicable payments under any Loan Document, IRS Form W-  
3 8BEN establishing an exemption from, or reduction of, U.S.  
4 federal withholding Tax pursuant to the "business profits" or  
5 "other income" article of such tax treaty;
- 6 (ii) executed originals of IRS Form W-8ECI;
- 7 (iii) in the case of a Foreign Lender claiming the benefits of the  
8 exemption for portfolio interest under Section 881(c) of the Code,  
9 (x) a certificate substantially in the form of Exhibit E-1 to the  
10 effect that such Foreign Lender is not a "bank" within the meaning  
11 of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of  
12 Borrower within the meaning of Section 881(c)(3)(B) of the Code,  
13 or a "controlled foreign corporation" described in Section  
14 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate")  
15 and (y) executed originals of IRS Form W-8BEN; or
- 16 (iv) to the extent a Foreign Lender is not the beneficial owner, executed  
17 originals of IRS Form W-8IMY, accompanied by IRS Form W-  
18 8ECI, IRS Form W-8BEN, a U.S. Tax Compliance Certificate  
19 substantially in the form of Exhibit E-2 or Exhibit E-3, IRS Form  
20 W-9, and/or other certification documents from each beneficial  
21 owner, as applicable; *provided that* if the Foreign Lender is a  
22 partnership and one or more direct or indirect partners of such  
23 Foreign Lender are claiming the portfolio interest exemption, such  
24 Foreign Lender may provide a U.S. Tax Compliance Certificate  
25 substantially in the form of Exhibit E-4 on behalf of each such  
26 direct and indirect partner;
- 27 (3) If Lender is a Foreign Lender, it shall, to the extent it is legally entitled to  
28 do so, deliver to Borrower (in such number of copies as shall be requested  
29 by the recipient) on or prior to the date on which Lender becomes a Party  
30 to this Agreement (and from time to time thereafter upon the reasonable  
31 request of Borrower), executed originals of any other form prescribed by  
32 applicable law as a basis for claiming exemption from or a reduction in  
33 U.S. federal withholding Tax, duly completed, together with such  
34 supplementary documentation as may be prescribed by applicable law to  
35 permit Borrower to determine the withholding or deduction required to be  
36 made; and
- 37 (4) if a payment made to Lender under any Loan Document would be subject  
38 to U.S. federal withholding Tax imposed by FATCA if Lender were to fail  
39 to comply with the applicable reporting requirements of FATCA  
40 (including those contained in Section 1471(b) or 1472(b) of the Code, as

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applicable), Lender shall deliver to Borrower at the time or times prescribed by law and at such time or times reasonably requested by Borrower such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by Borrower as may be necessary for Borrower to comply with its obligations under FATCA and to determine that Lender has complied with Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (4), "FATCA" shall include any amendments to FATCA made after the Agreement Effective Date.

Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify Borrower in writing of its legal inability to do so.

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(f) **Treatment of Certain Refunds.** If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 4.08 (including by the payment of additional amounts pursuant to this Section 4.08), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (f) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (f), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (f) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

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**ARTICLE 4**  
**REPRESENTATIONS AND WARRANTIES**

36 Borrower represents and warrants to Lender as follows on the Agreement Effective Date:

37 **Section 4.01 Corporate Authority.**

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(a) **Incorporation; Good Standing.** Borrower (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, (ii) has all requisite corporate power to own its property and conduct its business as now conducted, and (iii) is in good standing as a foreign corporation and is duly authorized to do business in each jurisdiction where such qualification is necessary except where a failure to be so qualified would not have a material adverse effect on the business, assets or financial condition of Borrower and its Subsidiaries, taken as a whole.

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(b) **Authorization.** The execution, delivery and performance of this Agreement, the other Loan Documents to which Borrower is or is to become a party and the transactions contemplated hereby and thereby (i) are within the corporate authority of Borrower, (ii) have been duly authorized by all necessary corporate proceedings, (iii) do not conflict with or result in any breach or contravention of any provision of any law, statute, rule or regulation to which Borrower is subject or any material judgment, order, writ, injunction, license or permit applicable to Borrower, except where any such conflict, breach, or contravention would not have a material adverse effect on the business, properties or financial condition of Borrower and its Subsidiaries, taken as a whole, a material adverse effect on the ability of Borrower to perform its obligations under the Loan Documents or a material adverse effect on the validity or enforceability of the Loan Documents, it being understood that the aggregate principal amount of the Loans and all other applicable indebtedness, equity securities and all other liabilities and obligations as guarantor, endorser or surety of Borrower at any one time outstanding will not exceed the applicable limits authorized by the FPSC Financing Order, and (iv) do not conflict with any provision of the Restated Articles of Incorporation of Borrower, as amended, or Bylaws, as amended, of, or any material agreement or other material instrument binding upon, Borrower, it being understood that the aggregate principal amount of the Loans and all other applicable indebtedness, equity securities and all other liabilities and obligations as guarantor, endorser or surety of Borrower at any one time outstanding will not exceed the applicable limits authorized by the FPSC Financing Order. This Agreement and each other Loan Document to which Borrower is a party have been duly executed and delivered by Borrower.

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(c) **Enforceability.** The execution and delivery by Borrower of this Agreement and the other Loan Documents will result in valid and legally binding obligations of Borrower, enforceable against it in accordance with the respective terms and provisions hereof and thereof, except as enforceability is limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other laws affecting creditors' rights and remedies generally and general principles of equity.

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**Section 4.02 Governmental Approvals.** The execution and delivery by Borrower of this Agreement and the other Loan Documents, and the performance by it of its obligations thereunder, do not require the approval or consent of, or filing with, any Governmental Authority, except those which have been obtained on or prior to the Agreement Effective Date hereof, it being understood that the aggregate principal amount of the Loans and all other applicable indebtedness, equity securities and all other liabilities and obligations as guarantor,

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1 endorser or surety of Borrower at any one time outstanding will not exceed the applicable limits  
2 authorized by the FPSC Financing Order.

3 **Section 4.03 Title to Properties.** Borrower or one or more of its consolidated subsidiaries  
4 owns all of the assets reflected as Borrower's assets in the consolidated balance sheet of  
5 Borrower as at December 31, 2012 referred to in Section 4.04 or acquired since that date (except  
6 property and assets sold or otherwise disposed of in the ordinary course of business or as  
7 otherwise permitted pursuant to the provisions of this Agreement since that date and except for  
8 such assets owned from time to time by any entity whose assets are consolidated on the balance  
9 sheet of Borrower and its Subsidiaries solely as a result of the operation of FASB ASC 810),  
10 subject to no Liens, except for such matters set forth in Schedule 4.03 or otherwise permitted  
11 pursuant to the provisions of this Agreement and Liens upon the assets of any Subsidiary of  
12 Borrower.

13 **Section 4.04 Financial Statements.** Borrower's annual report on Form 10-K for the period  
14 ended December 31, 2012, includes the consolidated balance sheet of Borrower and its  
15 subsidiaries as at such date and related consolidated income statements of Borrower and its  
16 subsidiaries for the fiscal period then ended, and have been certified by Borrower's independent  
17 public accountants. The financial statements of Borrower included as a part of such annual  
18 report have been prepared in accordance with generally accepted accounting principles and  
19 present fairly the consolidated financial position and results of operations of Borrower and its  
20 Subsidiaries, taken as a whole, at the respective dates and for the respective periods to which  
21 they apply. As of the Agreement Effective Date, there has been no material adverse change in  
22 the business or financial condition of Borrower and its Subsidiaries, taken as a whole, since  
23 December 31, 2012, except as set forth in Schedule 4.04.

24 **Section 4.05 Franchises, Patents, Copyrights, Etc.** Borrower possesses all material  
25 franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in  
26 respect of the foregoing, adequate for the conduct of its business substantially as now conducted,  
27 and, except where in any such case any such conflict would not have a material adverse effect on  
28 the business, properties or financial condition of Borrower and its Subsidiaries, taken as a whole,  
29 without known conflict with any rights of others.

30 **Section 4.06 Litigation.** Except as described in Schedule 4.06, as of the Agreement Effective  
31 Date, there is no litigation or other legal proceedings pending, or, to the knowledge of Borrower,  
32 threatened against Borrower or its Subsidiaries that if determined adversely to Borrower or any  
33 of its Subsidiaries could reasonably be expected to have a material adverse effect on the  
34 business, properties or financial condition of Borrower and its Subsidiaries, taken as a whole, or  
35 to materially impair the right of Borrower to carry on its business substantially as now conducted  
36 by it. There is no litigation or other legal proceedings pending, or, to the knowledge of  
37 Borrower, threatened against Borrower or its Subsidiaries that if determined adversely to  
38 Borrower or any of its Subsidiaries could reasonably be expected to question the validity of this  
39 Agreement or any of the other Loan Documents, or any actions taken or to be taken pursuant  
40 hereto or thereto.

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1 **Section 4.07 Compliance With Other Instruments, Laws, Etc.** Borrower is not in violation  
 2 of any provision of its charter documents, bylaws, or any agreement or instrument to which it is  
 3 subject or by which it or any of its properties is bound or any material decree, order, judgment,  
 4 statute, license, rule or regulation, in any of the foregoing cases in a manner that would  
 5 materially and adversely affect the financial condition, properties or business of Borrower and its  
 6 Subsidiaries, taken as a whole.

7 **Section 4.08 Tax Status.** Borrower has, directly or through NextEra Energy, (a) prepared  
 8 and, giving effect to all proper extensions, timely filed all federal and state income tax returns  
 9 and, to the best knowledge of Borrower, all other material tax returns, reports and declarations  
 10 required by any applicable jurisdiction to which Borrower is legally subject, which, giving effect  
 11 to all proper extensions, were required to be filed prior to the Agreement Effective Date, (b) paid  
 12 all taxes and other governmental assessments and charges shown or determined to be due on  
 13 such returns, reports and declarations, except those being contested in good faith and by  
 14 appropriate proceedings, and (c) to the extent deemed necessary or appropriate by Borrower, set  
 15 aside on its books provisions reasonably adequate for the payment of all known taxes for periods  
 16 subsequent to the periods to which such returns, reports or declarations apply.

17 **Section 4.09 No Default.** No Default has occurred and is continuing.

18 **Section 4.10 Investment Company Act.** Borrower is not an "investment company" or an  
 19 "affiliated company" or a "principal underwriter" of an "investment company" (as such terms are  
 20 defined in the Investment Company Act of 1940).

21 **Section 4.11 Employee Benefit Plans.**

22 (a) **In General.** Each Employee Benefit Plan sponsored by Borrower or its Subsidiaries has  
 23 been maintained and operated in compliance in all material respects with the provisions  
 24 of ERISA and, to the extent applicable, the Code, including but not limited to the  
 25 provisions thereunder respecting prohibited transactions.

26 (b) **Terminability of Welfare Plans.** Under each Employee Benefit Plan sponsored by  
 27 Borrower or its Subsidiaries which is an employee welfare benefit plan within the  
 28 meaning of §3(1) or §3(2)(B) of ERISA, no benefits are due unless the event giving rise  
 29 to the benefit entitlement occurs prior to plan termination (except as required by Title I,  
 30 Part 6 of ERISA). Borrower and its Subsidiaries may terminate their respective  
 31 participation in each such plan at any time (other than a plan that provides benefits  
 32 pursuant to a collective bargaining agreement) in the discretion of Borrower or its  
 33 Subsidiaries without liability to any Person.

34 (c) **Guaranteed Pension Plans.** As of the Agreement Effective Date, each contribution  
 35 required to be made to a Guaranteed Pension Plan by Borrower or an ERISA Affiliate,  
 36 whether required to satisfy the minimum funding requirements described in §302 or §303  
 37 of ERISA, the notice or lien provisions of §303(k) of ERISA, or otherwise, has been  
 38 timely made. As of the Agreement Effective Date, no waiver from the minimum funding  
 39 standards or extension of amortization periods has been received with respect to any

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1 Guaranteed Pension Plan. As of the Agreement Effective Date, no liability to the PBGC  
2 (other than required insurance premiums, all of which have been paid) has been incurred  
3 by Borrower or any ERISA Affiliate with respect to any Guaranteed Pension Plan, and  
4 there has not been any ERISA Reportable Event which presents a material risk of  
5 termination of any Guaranteed Pension Plan by the PBGC. Based on the latest valuation  
6 of each Guaranteed Pension Plan (which in each case occurred within twelve months of  
7 the date of this representation), and on the actuarial methods and assumptions employed  
8 for that valuation, the aggregate benefit liabilities of all such Guaranteed Pension Plans  
9 within the meaning of §4001(a)(16) of ERISA did not exceed the aggregate value of the  
10 assets of all such Guaranteed Pension Plans [REDACTED]

11 (d) **Multiemployer Plans.** Neither Borrower nor any ERISA Affiliate has incurred any  
12 material unpaid liability (including secondary liability) to any Multiemployer Plan as a  
13 result of a complete or partial withdrawal from such Multiemployer Plan under §4201 of  
14 ERISA or as a result of a sale of assets described in §4204 of ERISA. Neither Borrower  
15 nor any ERISA Affiliate has been notified that any Multiemployer Plan is in  
16 reorganization, insolvent or "endangered" or "critical" status under and within the  
17 meaning of §4241, §4245 or §305, respectively, of ERISA or that any Multiemployer  
18 Plan intends to terminate or has been terminated under §4041A of ERISA.

19 **Section 4.12 Use of Proceeds.** The proceeds of the Loans shall be used for the general  
20 corporate purposes of Borrower.

21 **Section 4.13 Compliance with Margin Stock Regulations.** Borrower is not engaged  
22 principally, or as one of its important activities, in the business of extending credit for the  
23 purpose of purchasing or carrying "margin stock" (within the meaning of Regulation U or  
24 Regulation X of the Federal Reserve Board), and no part of the proceeds of the Loans will be  
25 used to purchase or carry any "margin stock," to extend credit to others for the purpose of  
26 purchasing or carrying any "margin stock" or for any other purpose which might constitute this  
27 transaction a "purpose credit" within the meaning of Regulation U or Regulation X. In addition,  
28 not more than 25% of the value (as determined by any reasonable method) of the assets of  
29 Borrower consists of margin stock.

## 30 ARTICLE 5

### 31 COVENANTS OF BORROWER

32 Borrower covenants and agrees that, so long as any Loan is Outstanding:

33 **Section 5.01 Punctual Payment.** Borrower will duly and punctually pay or cause to be paid  
34 (a) the principal and interest on the Loans, and (b) the fees and all other amounts provided for in  
35 this Agreement and the other Loan Documents.

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1 **Section 5.02 Maintenance of Office.** Borrower will maintain its chief executive office at 700  
2 Universe Boulevard, Juno Beach, Florida 33408-8801, or at such other place in the United States  
3 of America as Borrower shall designate by Notice to Lender in accordance with Section 9.02.

4 **Section 5.03 Records and Accounts.** Borrower will (a) keep true and accurate records and  
5 books of account in which full, true and correct entries will be made in accordance with  
6 generally accepted accounting principles and (b) to the extent deemed necessary or appropriate  
7 by Borrower, maintain adequate accounts and reserves for all taxes (including income taxes),  
8 depreciation, depletion, obsolescence and amortization of its properties, contingencies, and other  
9 reserves.

10 **Section 5.04 Financial Statements, Certificates and Information.** Borrower will deliver to  
11 Lender, which, for the purposes of this Section 5.04, may be made available electronically by  
12 Borrower as provided in the final sentence of this Section 5.04:

13 (a) as soon as practicable, but in any event not later than one hundred twenty (120) days after  
14 the end of each fiscal year of Borrower, the consolidated balance sheet of Borrower and  
15 its subsidiaries as at the end of such year, and the related consolidated statements of  
16 income and consolidated statements of cash flows for such year, each setting forth in  
17 comparative form the figures for the previous fiscal year or year-end, as applicable, and  
18 all such consolidated statements to be prepared in accordance with generally accepted  
19 accounting principles, and certified by Deloitte & Touche LLP or by other independent  
20 public accountants reasonably satisfactory to Lender. Lender hereby agrees that the  
21 foregoing requirement shall be satisfied by delivery (or deemed delivery in accordance  
22 with the final paragraph of this Section 5.04) to Lender of Borrower's annual report on  
23 Form 10-K for the period for which such financial statements are to be delivered,  
24 together with a written statement from the principal financial or accounting officer,  
25 Treasurer or Assistant Treasurer of Borrower to the effect that such officer has read a  
26 copy of this Agreement, and that, in making the examination necessary to said  
27 certification, he or she has obtained no knowledge of any Default, or, if such officer shall  
28 have obtained knowledge of any then existing Default, he or she shall disclose in such  
29 statement any such Default; provided that such officer shall not be liable to Lender for  
30 failure to obtain knowledge of any Default;

31 (b) as soon as practicable, but in any event not later than sixty (60) days after the end of each  
32 of the first three (3) fiscal quarters of Borrower, copies of the unaudited consolidated  
33 balance sheet of Borrower and its subsidiaries as at the end of such quarter, and the  
34 related consolidated statements of income and consolidated statements of cash flows for  
35 the portion of the fiscal year to which they apply, all prepared in accordance with  
36 generally accepted accounting principles, together with a certification by the principal  
37 financial or accounting officer, Treasurer or Assistant Treasurer of Borrower that the  
38 information contained in such financial statements fairly presents the financial position of  
39 Borrower and its Subsidiaries as of the end of such quarter (subject to year-end  
40 adjustments). Lender hereby agrees that the foregoing requirement shall be satisfied by  
41 delivery (or deemed delivery in accordance with the final paragraph of this Section 5.04)



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1 to Lender of Borrower's quarterly report on Form 10-Q for the period for which such  
2 financial statements are being delivered, together with a written statement from the  
3 principal financial or accounting officer, Treasurer or Assistant Treasurer of Borrower to  
4 the effect that such officer has read a copy of this Agreement, and that, in making the  
5 examination necessary to said certification, he or she has obtained no knowledge of any  
6 Default, or, if such officer has obtained knowledge of any then existing Default, he or she  
7 shall disclose in such statement any such Default; provided that such officer shall not be  
8 liable to Lender for failure to obtain knowledge of any Default;

9 (c) contemporaneously with the filing or mailing thereof, copies of all material of a financial  
10 nature filed by Borrower with the Securities and Exchange Commission;

11 (d) promptly after the commencement thereof, Notice of all actions and proceedings before  
12 any court, governmental agency or arbitrator of the type described in Section 4.06  
13 to which Borrower is a party or its properties are subject; and

14 (e) from time to time such other financial data and information as Lender may reasonably  
15 request.

16 Reports or financial information required to be delivered pursuant to this Section 5.04 shall, to  
17 the extent any such financial statements, reports, proxy statements or other materials are included  
18 in materials otherwise filed with the Securities and Exchange Commission, be deemed to be  
19 delivered hereunder on the date of such filing, and may be delivered electronically and if so,  
20 shall be deemed to have been delivered on the date on which Borrower gives Notice to Lender  
21 that Borrower has posted such report or financial information or provides a link thereto on  
22 Borrower's website on the Internet or on Intralinks or a substantially similar transmission system  
23 to which access is available to Lender.

24 **Section 5.05 Default Notification.** Borrower will promptly provide Notice to Lender  
25 regarding the occurrence of any Default of which the principal financial or accounting officer,  
26 Treasurer or Assistant Treasurer of Borrower has actual knowledge or notice.

27 **Section 5.06 Corporate Existence: Maintenance of Properties.** Borrower will do or cause to  
28 be done all things necessary to preserve and keep in full force and effect its corporate existence  
29 (except as otherwise expressly permitted by the first sentence of Section 5.13), and will do or  
30 cause to be done all things commercially reasonable to preserve and keep in full force and effect  
31 its franchises; and Borrower will (a) cause all of its properties used and useful in the conduct of  
32 its business to be maintained and kept in good condition, repair and working order and supplied  
33 with all necessary equipment, and (b) cause to be made all necessary repairs, renewals,  
34 replacements, betterments and improvements thereof, all as in the judgment of Borrower may be  
35 necessary, so that the business carried on in connection therewith may be properly and  
36 advantageously conducted at all times; provided that nothing in this Section 5.06 shall prevent  
37 Borrower or any of its Subsidiaries from discontinuing the operation and maintenance of any of  
38 its properties if such discontinuance is, in the sole judgment of Borrower or its Subsidiary, as the  
39 case may be, desirable in the conduct of its business and does not in the aggregate materially  
40 adversely affect the business, properties or financial condition of Borrower and its Subsidiaries,

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1 taken as a whole; provided further that nothing in this Section 5.06 shall affect or impair in any  
2 manner the ability of Borrower or any of its Subsidiaries to sell or dispose of all or any portion of  
3 its property and assets (including, without limitation, its shares in any Subsidiary or all or any  
4 portion of the property or assets of any Subsidiary); and provided finally that, in the event of any  
5 loss or damage to its property or assets, Borrower and its Subsidiaries shall only be obligated to  
6 repair, replace or restore any such property or assets if Borrower or the Subsidiary has  
7 determined that such repair, replacement or restoration is necessary or appropriate and any such  
8 repair, replacement and/or restoration may be effectuated by Borrower or the Subsidiary in such  
9 time period and in the manner it deems appropriate.

10 **Section 5.07 Taxes.** Borrower will duly pay and discharge, or cause to be paid and discharged,  
11 before the same shall become overdue, all material taxes, assessments and other governmental  
12 charges (other than taxes, assessments and other governmental charges that in the aggregate are  
13 not material to the business or assets of Borrower) imposed upon it and its real properties, sales  
14 and activities, or any part thereof, or upon the income or profits therefrom, as well as all claims  
15 for labor, materials, or supplies that if unpaid might by law become a Lien or charge upon any of  
16 its property; provided that any such tax, assessment, charge, levy or claim need not be paid if the  
17 validity or amount thereof shall currently be contested in good faith by appropriate proceedings  
18 and, to the extent that Borrower deems necessary, Borrower shall have set aside on its books  
19 adequate reserves with respect thereto; and provided further that Borrower will pay all such  
20 taxes, assessments, charges, levies or claims forthwith upon the commencement of proceedings  
21 to foreclose any Lien that may have attached as security therefor.

22 **Section 5.08 Visits by Lender.** Borrower shall permit Lender, or any of Lender's designated  
23 representatives, to visit the properties of Borrower and to discuss the affairs, finances and  
24 accounts of Borrower with, and to be advised as to the same by, its officers, upon reasonable  
25 Notice and all at such reasonable times and intervals as Lender may reasonably request.

26 **Section 5.09 Compliance with Laws, Contracts, Licenses, and Permits.** Borrower will  
27 comply with (a) the laws and regulations applicable to Borrower (including, without limitation,  
28 ERISA) wherever its business is conducted, (b) the provisions of its charter documents and  
29 by-laws, (c) all agreements and instruments by which it or any of its properties may be bound,  
30 and (d) all decrees, orders, and judgments applicable to Borrower, except where in any such case  
31 the failure to comply with any of the foregoing would not materially adversely affect the  
32 business, property or financial condition of Borrower and its Subsidiaries, taken as a whole. If at  
33 any time while any Loan or any other amount hereunder is outstanding, any authorization,  
34 consent, approval, permit or license from any officer, agency or instrumentality of any  
35 Governmental Authority shall become necessary or required in order that Borrower may fulfill  
36 any of its obligations hereunder or under any other Loan Document, Borrower will promptly take  
37 or cause to be taken all reasonable steps within the power of Borrower to obtain such  
38 authorization, consent, approval, permit or license and furnish Lender with evidence thereof.

39 **Section 5.10 Use of Proceeds.** Borrower will use the proceeds of the Loans solely for the  
40 purposes described in Section 4.12.

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1 **Section 5.11 Rating Agencies.** Borrower will at all times during the term of this Agreement  
2 employ at least two (2) Rating Agencies for the purpose of rating Borrower's non-credit  
3 enhanced long-term senior unsecured debt or, to the extent such rating is not available,  
4 Borrower's long-term senior secured debt, one of which must be either Moody's or Standard &  
5 Poor's.

6 **Section 5.12 Maintenance of Insurance.** Borrower shall maintain insurance with responsible  
7 and reputable insurance companies or associations in such amounts and covering such risks as is  
8 usually carried by companies engaged in similar businesses and owning similar properties in the  
9 same general areas in which Borrower operates; *provided, however,* that Borrower may  
10 self-insure (which may include the establishment of reserves, allocation of resources,  
11 establishment of credit facilities and other similar arrangements) to the same extent as other  
12 companies engaged in similar businesses and owning similar properties in the same general areas  
13 in which Borrower operates and to the extent consistent with prudent business practice.

14 **Section 5.13 Prohibition of Fundamental Changes.** Borrower will not consummate any  
15 transaction of merger or consolidation or amalgamation, or liquidation or dissolution; *provided*  
16 that Borrower may merge, consolidate or amalgamate with any other Person if

17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED] Borrower will not convey, sell, lease, transfer or  
24 otherwise dispose of, in one transaction or a series of transactions, all or substantially all of its  
25 business or assets, whether now owned or hereafter acquired, to any other Person unless

26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]  
29 [REDACTED]  
30 [REDACTED]

31 **Section 5.14 Indebtedness.** Borrower will insure that all obligations of Borrower under this  
32 Agreement and the other Loan Documents [REDACTED] in respect of  
33 priority of payment by Borrower and priority of lien, charge or other security in respect of assets  
34 of Borrower [REDACTED]

35 [REDACTED]  
36 [REDACTED]  
37 [REDACTED]

38 **Section 5.15 Liens.** Borrower will not create any Lien upon or with respect to any of its  
39 properties, or assign any right to receive income, in each case to secure or provide for the  
40 payment of any debt of any Person, other than:

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- 1 (i) purchase money liens or purchase money security interests upon or in any  
2 property acquired by Borrower in the ordinary course of business to secure the  
3 purchase price or construction cost of such property or to secure indebtedness  
4 incurred solely for the purpose of financing the acquisition of such property or  
5 construction of improvements on such property;
- 6 (ii) Liens existing on property acquired by Borrower at the time of its acquisition,  
7 provided that such Liens were not created in contemplation of such acquisition  
8 and do not extend to any assets other than the property so acquired;
- 9 (iii) Liens securing Nonrecourse Indebtedness created for the purpose of financing the  
10 acquisition, improvement or construction of the property subject to such Liens;
- 11 (iv) the replacement, extension or renewal of any Lien permitted by clauses (i)  
12 through (iii) of this Section 5.15 upon or in the same property theretofore subject  
13 thereto or the replacement, extension or renewal (without increase in the amount  
14 or change in the direct or indirect obligor) of the indebtedness secured thereby;
- 15 (v) Liens upon or with respect to margin stock;
- 16 (vi) (A) deposits or pledges to secure payment of workers' compensation,  
17 unemployment insurance, old age pensions or other social security; (B) deposits  
18 or pledges to secure performance of bids, tenders, contracts (other than contracts  
19 for the payment of money) or leases, public or statutory obligations, surety or  
20 appeal bonds or other deposits or pledges for purposes of like general nature in  
21 the ordinary course of business; (C) Liens for property taxes not delinquent and  
22 Liens for taxes which in good faith are being contested or litigated and, to the  
23 extent that Borrower deems necessary, Borrower shall have set aside on its books  
24 adequate reserves with respect thereto; (D) mechanics', carriers', workmen's,  
25 repairmen's or other like Liens arising in the ordinary course of business securing  
26 obligations which are not overdue for a period of sixty (60) days or more or which  
27 are in good faith being contested or litigated and, to the extent that Borrower  
28 deems necessary, Borrower shall have set aside on its books adequate reserves  
29 with respect thereto; and (E) other matters described in Schedule 4.03;
- 30 (vii) the Lien of Borrower's First Mortgage, any other Liens, charges or encumbrances  
31 permitted thereunder from time to time, and any other Lien or Liens upon all or  
32 any portion of the property or assets which are subject to the Lien of the First  
33 Mortgage;
- 34 (viii) any Liens securing any pollution control revenue bonds, solid waste disposal  
35 revenue bonds, industrial development revenue bonds or other taxable or tax-  
36 exempt bonds or similar obligations issued by or on behalf of Borrower from time  
37 to time, and any Liens given to secure any refinancing or refunding of any such  
38 obligations; and

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(ix) any other Liens or security interests (other than Liens or security interests described in clauses (i) through (viii) of this Section 5.15), if the aggregate principal amount of the indebtedness secured by all such Liens and security interests (without duplication) does not exceed [REDACTED] at any one time outstanding;

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[REDACTED]

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**Section 5.16 Employee Benefit Plans.** Borrower will not:

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(a) engage in any non-exempt "prohibited transaction" within the meaning of §406 of ERISA or §4975 of the Code which could result in a material liability for Borrower; or

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(b) permit any Guaranteed Pension Plan sponsored by Borrower or its ERISA Affiliates to fail to meet the "minimum funding standards" described in §302 and §303 of ERISA, whether or not such deficiency is or may be waived; or

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(c) fail to contribute to any Guaranteed Pension Plan sponsored by Borrower or its ERISA Affiliates to an extent which, or terminate any Guaranteed Pension Plan sponsored by Borrower or its ERISA Affiliates in a manner which, could result in the imposition of a lien or encumbrance on the assets of Borrower or any of its Subsidiaries pursuant to §303(k) or §4068 of ERISA; or

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(d) permit or take any action which would result in the aggregate benefit liabilities (within the meaning of §4001(a)(16) of ERISA) of Guaranteed Pension Plans sponsored by Borrower or its ERISA Affiliates exceeding the value of the aggregate assets of such plans, disregarding for this purpose the benefit liabilities and assets of any such plan with assets in excess of benefit liabilities, by more than the amount set forth in Section 4.11(c). For purposes of this covenant, poor investment performance by any trustee or investment management of a Guaranteed Pension Plan shall not be considered as a breach of this covenant.

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**ARTICLE 6**  
**CONDITIONS PRECEDENT**

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**Section 6.01 Conditions Precedent to Effectiveness.** The effectiveness of this Agreement is subject to the following conditions precedent, each of which shall have been met or performed in the reasonable opinion of Lender:

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(a) **Execution of this Agreement.** This Agreement shall have been duly executed and delivered by the Parties.

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(b) **Corporate Action.** All corporate action necessary for the valid execution, delivery and performance by Borrower of this Agreement and each other Loan Document to which it is a Party shall have been duly and effectively taken, and evidence thereof satisfactory to Lender shall have been provided to Lender.

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(c) **Incumbency Certificate.** Lender shall have received an incumbency certificate from Borrower, dated as of the Agreement Effective Date, signed by a duly authorized officer of Borrower, and giving the name and bearing a specimen signature of each individual who shall be authorized: (1) to sign, in the name and on behalf of Borrower, each of the Loan Documents to which it is a party, (2) in the case of Borrower, to make Conversion Requests, and (3) to give notices and to take other action on its behalf under the Loan Documents.

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(d) **Borrower's Certificate.** Lender shall have received from Borrower a certificate dated as of the Agreement Effective Date substantially in the form of Exhibit C.

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(e) **No Legal Impediment.** No change shall have occurred in any law or regulations thereunder or interpretations thereof that in the reasonable opinion of Lender would make it illegal for Lender to make any Loan.

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(f) **Governmental Regulation.** Lender shall have received such statements in substance and form reasonably satisfactory to it as Lender shall require for the purpose of compliance with any applicable regulations of the Comptroller of the Currency or the Federal Reserve Board.

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(g) **Opinion of Borrower's Counsel.** Lender shall have received a favorable opinion addressed to Lender, dated as of the Agreement Effective Date, substantially in the form of Exhibit D attached hereto, from Squire Sanders (US) LLP, counsel to Borrower.

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- 1 (h) Proceedings and Documents. All proceedings in connection with the transactions  
2 contemplated by this Agreement, the other Loan Documents and all other documents  
3 incident thereto shall be satisfactory in substance and in form to Lender, and Lender shall  
4 have received all information and such counterpart originals or certified or other copies  
5 of such documents as Lender may reasonably request.
- 6 (i) Payment of Fees and Expenses. Borrower shall have paid the up-front fee then payable  
7 to Lender.

8 **ARTICLE 7**

9 **EVENTS OF DEFAULT, ACCELERATION, ETC.**

10 **Section 7.01 Events of Default.** The following events shall constitute "Events of Default" for  
11 purposes of this Agreement:

- 12 (a) Borrower shall fail to pay any principal of the Loan when the same shall become due and  
13 payable, whether at the stated date of maturity or any accelerated date of maturity or at  
14 any other date fixed for payment; or
- 15 (b) Borrower shall fail to pay any interest on the Loan, any fees or other sums due hereunder  
16 or under any of the other Loan Documents, for a period of [REDACTED]  
17 following the date when the same shall become due and payable, whether at the stated  
18 date of maturity or any accelerated date of maturity or at any other date fixed for  
19 payment; or
- 20 (c) (i) Borrower shall fail to perform any term, covenant or agreement contained in  
21 Section 5.05, Section 5.06 (but only as to corporate existence), Section 5.10, Section 5.12,  
22 Section 5.13 (upon the consummation of any transaction prohibited by said Section 5.13),  
23 Section 5.15 or Section 5.17, or (ii) Borrower shall fail to perform any term, covenant or  
24 agreement contained herein or in any of the other Loan Documents (other than those  
25 specified elsewhere in this Section 7.01) for [REDACTED] after written notice of such  
26 failure has been given to Borrower by Lender; or
- 27 (d) any representation or warranty of Borrower in this Agreement or any of the other Loan  
28 Documents or in any other document or instrument delivered pursuant to or in connection  
29 with this Agreement shall prove to have been false in any material respect upon the date  
30 when made or deemed to have been made by the terms of this Agreement; or
- 31 (e) Borrower shall default in the payment when due of any principal of or any interest on any  
32 Funded Debt [REDACTED] or more, or fail to observe or perform any material  
33 term, covenant or agreement contained in any agreement by which it is bound,

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1 evidencing or securing Funded Debt, [REDACTED] or more, for  
2 such period of time as would permit (assuming the giving of appropriate notice or the  
3 lapse of time if required) the holder or holders thereof or of any obligations issued  
4 thereunder to accelerate the maturity thereof, unless such failure shall have been cured by  
5 Borrower, or effectively waived by such holder or holders; or

6 (f) Borrower shall (1) voluntarily terminate operations or apply for or consent to the  
7 appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator  
8 of Borrower, or of all or a substantial part of the assets of Borrower, (2) admit in writing  
9 its inability, or be generally unable, to pay its debts as the debts become due, (3) make a  
10 general assignment for the benefit of its creditors, (4) commence a voluntary case under  
11 the United States Bankruptcy Code (as now or hereafter in effect), (5) file a petition  
12 seeking to take advantage of any other law relating to bankruptcy, insolvency,  
13 reorganization, winding-up, or composition or adjustment of debts, (6) fail to controvert  
14 in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it  
15 in an involuntary case under the Bankruptcy Code, or (7) take any corporate action for  
16 the purpose of effecting any of the foregoing; or

17 (g) without its application, approval or consent, a proceeding shall be commenced, in any  
18 court of competent jurisdiction, seeking in respect of Borrower: the liquidation,  
19 reorganization, dissolution, winding-up, or composition or readjustment of debt, the  
20 appointment of a trustee, receiver, liquidator or the like of Borrower, or of all or any  
21 substantial part of the assets of Borrower, or other like relief in respect of Borrower,  
22 under any law relating to bankruptcy, insolvency, reorganization, winding-up, or  
23 composition or adjustment of debts unless such proceeding is contested in good faith by  
24 Borrower; and, if the proceeding is being contested in good faith by Borrower, the same  
25 shall continue undismissed, or unstayed and in effect, for any period of [REDACTED]  
26 [REDACTED] or an order for relief against Borrower shall be entered in any  
27 involuntary case under the Bankruptcy Code; or

28 (h) there shall remain in force, undischarged, unsatisfied and unstayed, for [REDACTED]  
29 [REDACTED] whether or not consecutive, any final judgment against Borrower that, with  
30 other then undischarged, unsatisfied and unstayed, outstanding final judgments against  
31 Borrower, exceeds in the aggregate [REDACTED] or

32 (i) if any of the Loan Documents shall be canceled, terminated, revoked or rescinded by  
33 Borrower otherwise than in accordance with the terms thereof or with the express prior  
34 written agreement, consent or approval of Lender, or any action at law, suit or in equity  
35 or other legal proceeding to cancel, revoke or rescind any of the Loan Documents shall be  
36 commenced by or on behalf of Borrower, any of its stockholders, or any court or any  
37 other Governmental Authority of competent jurisdiction shall make a determination that,  
38 or issue a judgment, order, decree or ruling to the effect that, any one or more of the Loan  
39 Documents is illegal, invalid or unenforceable in accordance with the terms thereof; or



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1 (j) (i) with respect to any Guaranteed Pension Plan: (A) an ERISA Reportable Event shall  
 2 have occurred; (B) an application for a minimum funding waiver shall have been filed;  
 3 (C) a notice of intent to terminate such plan pursuant to Section 4041(a)(2) of ERISA  
 4 shall have been issued; (D) a lien under Section 303(k) of ERISA shall be imposed; (E)  
 5 the PBGC shall have instituted proceedings to terminate such plan; (F) the PBGC shall  
 6 have applied to have a trustee appointed to administer such plan pursuant to Section 4042  
 7 of ERISA; or (G) any event or condition that constitutes grounds for the termination of,  
 8 or the appointment of a trustee to administer, such plan pursuant to Section 4042 of  
 9 ERISA shall have occurred or shall exist, provided that with respect to the event or  
 10 condition described in Section 4042(a)(4) of ERISA, the PBGC shall have notified  
 11 Borrower or any ERISA Affiliate that it has made a determination that such plan should  
 12 be terminated on such basis; or (ii) with respect to any Multiemployer Plan, Borrower or  
 13 any ERISA Affiliate shall incur liability as a result of a partial or complete withdrawal  
 14 from such plan or the reorganization, insolvency or termination of such plan; and, in the  
 15 case of each of (i) or (ii), Lender shall have determined in its reasonable discretion that  
 16 such events or conditions, individually or in the aggregate, reasonably could be expected  
 17 likely to result in liability of Borrower in an aggregate amount exceeding [REDACTED] or

18 (k) [REDACTED]  
 19 (l) [REDACTED]  
 20 [REDACTED]  
 21 [REDACTED]

22 **Section 7.02 Lender's Remedies.** Upon the occurrence of any Event of Default, for so long as  
 23 same may be continuing, Lender may, following Notice to Borrower (an "Acceleration  
 24 Notice"), declare all indebtedness and liabilities (whether matured or unmatured) of Borrower  
 25 owing to Lender to be immediately due and payable (or to be due and payable at such later time  
 26 as may be stated in such Acceleration Notice) without further demand, presentation, protest or  
 27 other Notice of any kind, all of which are hereby expressly waived by Borrower; provided that  
 28 upon the occurrence of an Event of Default specified in Section 7.01(f) or Section 7.01(g), all  
 29 indebtedness and liabilities specified above shall automatically become immediately due and  
 30 payable without any requirement that Notice be given to Borrower. Immediately upon the  
 31 occurrence of an Event of Default specified in Section 7.01(f) or Section 7.01(g), or at such later  
 32 time as is specified in the Acceleration Notice, Borrower shall pay to Lender all amounts owing  
 33 or payable in respect of such indebtedness and liabilities specified above, failing which all rights  
 34 and remedies of Lender under the Loan Documents shall thereupon become enforceable and may  
 35 be enforced by Lender.

36 **ARTICLE 8**  
 37 **SET-OFF**

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1 **Section 8.01 Set-off.** To the extent permitted by law, Borrower may offset against any  
 2 payments due to Lender under this Agreement the amounts of any loss suffered by Borrower as a  
 3 result of the failure of Lender to return any monies of Borrower on deposit with Lender due to  
 4 the insolvency of Lender. Any such offset may be made only against payments due to Lender,  
 5 when and as the same become due. Borrower may not exercise any right of setoff with respect to  
 6 all or any portion of deposits which are insured by the Federal Deposit Insurance Corporation.

7 **ARTICLE 9**  
 8 **MISCELLANEOUS**

9 **Section 9.01 Consents, Amendments, Waivers, Etc.** Any consent or approval required or  
 10 permitted by this Agreement to be given by Lender may be given, and any term of this  
 11 Agreement or of any other instrument related hereto or mentioned herein may be amended, and  
 12 the performance or observance by Borrower of any terms of this Agreement or such other  
 13 instrument or the continuance of any Default may be waived (either generally or in a particular  
 14 instance and either retroactively or prospectively) with, but only with, the written consent of  
 15 Borrower and the written consent of Lender. No waiver shall extend to or affect any obligation  
 16 not expressly waived or impair any right consequent thereon. No course of dealing or delay or  
 17 omission on the part of Lender in exercising any right shall operate as a waiver thereof or  
 18 otherwise be prejudicial thereto. No notice to or demand upon Borrower shall entitle Borrower  
 19 to other or further notice or demand in similar or other circumstances.

20 **Section 9.02 Notices.** Except as otherwise expressly provided in this Agreement, all notices,  
 21 demands, consents, waivers, elections, approvals, requests, and similar communications required  
 22 or permitted to be provided in connection with this Agreement (any of the foregoing being  
 23 referred to as a "Notice") shall be set forth in writing and shall be given by registered or certified  
 24 mail (return receipt requested) or by recognized nationwide courier service (with signature  
 25 required to evidence receipt), and shall be deemed received by the addressee Party when  
 26 delivered during normal business hours to such Party's address as shown below (or such other  
 27 address as that Party may specify from time to time in written Notice given pursuant hereto not  
 28 less than thirty (30) days prior to the date that the new address is intended to become effective);  
 29 provided that any Notice delivered to the appropriate address for the receiving Party at any time  
 30 other than during normal business hours will be deemed to be given and received by the  
 31 receiving Party on the next Business Day thereafter:

- 32 (i) if to Borrower, at 700 Universe Boulevard, Juno Beach, Florida 33408-8801,  
 33 Attention: Treasurer (note: for use in connection with courier deliveries, include  
 34 telephone number 561-694-6204), or at such other notice address as Borrower  
 35 shall last have furnished in writing to Lender in accordance with this Section 9.02;
- 36 (ii) if to Lender, at the Notice address specified in Schedule I, or at such other notice  
 37 address as Lender shall last have furnished in writing to Borrower in accordance  
 38 with this Section 9.02.

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1 **Section 9.03 Expenses.** Borrower agrees to pay promptly following receipt of written invoices  
 2 describing in reasonable detail (a) the reasonable fees, expenses and disbursements of Lender's  
 3 external counsel incurred in connection with the administration or interpretation of the Loan  
 4 Documents and other instruments mentioned herein, the closing hereunder, and amendments,  
 5 modifications, approvals, consents or waivers hereto or hereunder, (b) the reasonable fees,  
 6 expenses and disbursements of Lender in connection with the administration or interpretation of  
 7 the Loan Documents and other instruments mentioned herein, and

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18 **Section 9.04 Indemnification.** Borrower agrees to indemnify and hold harmless Lender and  
 19 its affiliates, officers, directors, employees, agents and advisors (each, an "Indemnatee") from  
 20 and against any and all claims, actions and suits by a third party (collectively, "Actions"),  
 21 whether groundless or otherwise, and from and against any and all liabilities, losses, damages  
 22 and expenses payable to any third party (collectively, "Liabilities") of every nature and character  
 23 incurred by or awarded against any such Indemnatee (including the reasonable fees and expenses  
 24 of counsel), in each case arising out of this Agreement or any of the other Loan Documents or  
 25 the transactions contemplated hereby including, without limitation, (a) any actual or proposed  
 26 use by Borrower of the proceeds of the Loans, or (b) Borrower entering into or performing this  
 27 Agreement or any of the other Loan Documents; provided that the liabilities, losses, damages  
 28 and expenses indemnified pursuant to this Section 9.04 shall not include any liabilities, losses,  
 29 damages and expenses in respect of any taxes, levies, imposts, deductions, charges or  
 30 withholdings, indemnification for which is provided on the basis, and to the extent, specified in  
 31 Section 3.09; and provided further, that such indemnity shall not be available as to any  
 32 Indemnatee, to the extent that such liabilities, losses, damages and expenses arise out of any gross  
 33 negligence, bad faith or willful misconduct of such Indemnatee or any of its Related Parties. In  
 34 the event that an Indemnatee shall become subject to any Action or Liability with respect to any  
 35 matter for which indemnification may apply pursuant to this Section 9.04 (an "Indemnity  
 36 Claim"), such Indemnatee shall give Notice of such Indemnity Claim to Borrower by telephone  
 37 at (561) 604-6204 and also in accordance with the written Notice requirements in Section 9.02.  
 38 Such Indemnatee may retain counsel and conduct the defense of such Indemnity Claim, as it may  
 39 in its sole discretion deem proper, at the sole cost and expense of Borrower. So long as no  
 40 Default shall have occurred and be continuing hereunder, no Indemnatee shall compromise or  
 41 settle any claim without the prior written consent of Borrower, which consent shall not  
 42 unreasonably be withheld or delayed (provided, that Borrower shall only be responsible for the

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1 reasonable fees and expenses of one counsel for all Indemnitees taken as a whole unless any  
2 actual or potential conflict of interest between such Indemnitees makes it inappropriate for one  
3 counsel to represent all such Indemnitees, in which event Borrower shall be responsible for the  
4 reasonable fees and expenses of one additional counsel for each group of affected Indemnitees  
5 similarly situated taken as a whole).

6 [REDACTED]

7 [REDACTED]  
8 In the case of an investigation, litigation or other proceeding to which the  
9 indemnity in this Section 9.04 applies, such indemnity shall be effective whether or not the  
10 affected Indemnitee is a party thereto and whether or not the transactions contemplated hereby  
11 are consummated. Borrower and Lender also agree not to assert any claim against the other  
12 Party or any of its affiliates, or any of their respective directors, officers, employees, attorneys  
13 and agents, on any theory of liability, for special, indirect, consequential or punitive damages  
14 arising out of or otherwise relating to this Agreement, any other Loan Document, any of the  
15 transactions contemplated herein or the actual or proposed use of the proceeds of the Loans  
16 (provided that the foregoing shall not preclude any Indemnitee from seeking to recover the  
17 preceding types of damages from Borrower to the extent same are specifically payable by such  
18 Indemnitee to any third party).

19 **Section 9.05 Survival of Covenants, Etc.** All covenants, agreements representations and  
20 warranties made herein, in any of the other Loan Documents or in any documents or other papers  
21 delivered by or on behalf of Borrower pursuant hereto shall be deemed to have been relied upon  
22 by Lender, notwithstanding any investigation heretofore or hereafter made by it, and shall  
23 survive the making by Lender of the Loans, as herein contemplated, and shall continue in full  
24 force and effect so long as any amount due under this Agreement or any of the other Loan  
25 Documents remains outstanding. All statements contained in any certificate or other paper  
26 delivered to Lender at any time by or on behalf of Borrower pursuant hereto or in connection  
27 with the transactions contemplated hereby shall constitute representations and warranties by  
28 Borrower hereunder.

29 [REDACTED]  
30 [REDACTED]  
31 [REDACTED]

32 **Section 9.06 Assignment and Participation.**

33 (a) Except as expressly permitted by Section 5.13, Borrower may not assign any of its rights  
34 or obligations hereunder without the prior written consent of Lender.

35 (b) Lender may assign the Loans (but only with the consent of Borrower, which consent shall  
36 not be unreasonably withheld or delayed); provided that no such consent by Borrower  
37 shall be required in the case of any assignment by Lender to any affiliate of Lender or in  
38 the event that an Event of Default shall have occurred and then be continuing. In  
39 connection with any such assignment, Borrower agrees to execute and deliver such  
40 documentation as Lender or any such permitted assignee may reasonably request to  
41 evidence such assignment and the rights and obligations of such capacities hereunder.

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- (c) Lender may sell or agree to sell to one or more other Persons a participation in all or any part of the Loans held by it, provided that no purchaser of a participation (a "Participant") shall have any rights or benefits under this Agreement (the Participant's rights against Lender in respect of such participation to be those set forth in the agreements executed by Lender in favor of the Participant). All amounts payable by Borrower to Lender under Article 3 in respect of the Loans held by it, shall be determined as if Lender had not sold or agreed to sell any participation in the Loans. In no event shall Lender agree with the Participant to take or refrain from taking any action hereunder or under any other Loan Document except that Lender may agree with the Participant that it will not, without the consent of the Participant, agree to (i) extend the date fixed for the payment of principal or interest on the Loans, or any portion of any fee hereunder payable to the Participant, (ii) reduce the amount of any such payment of principal, (iii) reduce the rate at which interest is payable thereon, or any fee hereunder payable to the Participant, to a level below the rate at which the Participant is entitled to receive such interest or fee, or (iv) alter the rights or obligations of Borrower to prepay the Loans. In the event Lender sells any participation hereunder, Lender shall, acting solely for this purpose as a non-fiduciary agent of Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that Lender shall not have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.
- (d) Borrower agrees that Lender may disclose information obtained by Lender pursuant to this Agreement to assignees, participants or counterparties to any swap or derivative transaction relating to the transactions contemplated pursuant to this Agreement and potential assignees or participants hereunder or counterparties as aforesaid; provided that such assignees, participants or counterparties or potential assignees, participants or counterparties shall agree (i) to preserve the confidentiality of such information pursuant to a confidentiality agreement that provides for the same terms set forth in Section 9.07, (ii) not to disclose such information to a third party, and (iii) not to make use of such information for purposes of transactions unrelated to such contemplated assignment or participation.
- (e) In addition to the assignments and participation permitted under the foregoing provisions of this Section 9.06, Lender may assign and pledge all or any portion of the Loan to any Federal Reserve Bank as collateral security pursuant to Regulation A and any Operating

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Circular issued by such Federal Reserve Bank. No such assignment shall release Lender from its obligations hereunder.

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(f) In the event that any partial assignment occurs pursuant to Section 9.06(a) with the result that multiple Lenders are parties hereto upon the consummation of such assignment, then thereafter, except to the extent otherwise expressly provided herein: (i)(A) each Conversion or continuation of Loans of a particular Type hereunder, (B) each payment or prepayment of Loans by Borrower, and (C) each payment or recovery of other amounts owing hereunder by Borrower, shall be made and effectuated pro rata among Lenders in accordance with the amounts of their respective Loans; (ii) each payment of interest on Loans by Borrower, shall be made for account of Lenders pro rata in accordance with the amounts of interest on their respective Loans as are then due and payable to the respective Lenders; and (iii) any modification consent or waiver relating to this Agreement or the other Loan Documents which requires Lender's approval shall require approval by Lenders that, in aggregate, hold a majority of the Loans then Outstanding.

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**Section 9.07 Confidentiality.** Lender agrees to hold any confidential information that it may receive from Borrower or any of its Subsidiaries pursuant to this Agreement or any of the Loan Documents or in connection with any transaction contemplated herein or therein in confidence except for disclosure: (a) to its affiliates, officers, directors, employees, advisors, attorneys and other agents deemed reasonably necessary to effectuate the transaction contemplated herein or therein (provided that such parties shall be advised of the requirement to maintain the confidentiality of such information and Lender shall be responsible for any such party's breach of such confidentiality agreement); (b) to regulatory officials having jurisdiction over Lender, or financial industry regulatory bodies claiming oversight over Lender; (c) as required by applicable law or legal process (provided that in the event Lender is so required to disclose any such confidential information, Lender shall endeavor to notify promptly Borrower so that Borrower may seek a protective order or other appropriate remedy); and (d) to the extent permitted in Section 9.06(d). For purposes of this Agreement (x) the term "confidential information" shall mean all information respecting Borrower and its Subsidiaries, or any of them, other than (i) information previously filed with any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body or which is otherwise available to the public, (ii) information which is delivered by Borrower to Lender that it expressly identifies as non-confidential, (iii) information previously published in any public medium from a source other than, directly or indirectly, Lender, and (iv) information which is received by Lender from any third party which Lender reasonably believes, after due inquiry, was not and is not, violating any obligation of confidentiality to Borrower and (y) "affiliate" means, with respect to Lender, any Person that is wholly owned by Lender or any corporation by which Lender is wholly owned.

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**Section 9.08 Governing Law.** THIS AGREEMENT AND EACH OF THE OTHER LOAN DOCUMENTS, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED THEREIN, ARE CONTRACTS UNDER THE LAWS OF THE STATE OF NEW YORK AND SHALL FOR ALL PURPOSES BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE

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1 LAWS OF SAID STATE WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF  
2 LAWS THEREUNDER (OTHER THAN §5-1401 OF THE NEW YORK GENERAL  
3 OBLIGATIONS LAW). THE PARTIES AGREE THAT ANY SUIT FOR THE  
4 ENFORCEMENT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS  
5 SHALL ONLY BE BROUGHT IN THE COURTS OF THE STATE AND COUNTY OF NEW  
6 YORK OR ANY FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN,  
7 NEW YORK, AND CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS  
8 AND THE SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON THE  
9 RELEVANT PARTIES BY MAIL AT THEIR RESPECTIVE ADDRESS IN ACCORDANCE  
10 WITH SECTION 9.02. EACH PARTY HEREBY WAIVES ANY OBJECTION THAT IT  
11 MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY  
12 SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT FORUM.

13 **Section 9.09 Headings.** The captions in this Agreement are for convenience of reference only  
14 and shall not define or limit the provisions hereof.

15 **Section 9.10 Counterparts.** This Agreement and any amendment hereof may be executed in  
16 several counterparts and by each Party on a separate counterpart, each of which when so  
17 executed and delivered shall be an original, and all of which together shall constitute one  
18 instrument. In proving this Agreement it shall not be necessary to produce or account for more  
19 than one such counterpart signed by the Party against whom enforcement is sought. Delivery of  
20 an executed counterpart of a signature page to this Agreement by facsimile or an email file shall  
21 be effective as delivery of a manually executed counterpart of this Agreement.

22 **Section 9.11 Entire Agreement.** The Loan Documents and any other documents executed in  
23 connection herewith or therewith express the entire understanding of the Parties with respect to  
24 the transactions contemplated hereby. Neither this Agreement nor any term hereof may be  
25 changed, waived, discharged or terminated, except as provided in Section 9.01.

26 **Section 9.12 Severability.** The provisions of this Agreement are severable and if any one  
27 clause or provision hereof shall be held invalid or unenforceable in whole or in part in any  
28 jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or  
29 part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in  
30 any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

31 **Section 9.13 Third Party Beneficiaries.** None of the provisions of this Agreement shall  
32 operate or are intended to operate for the benefit of, any Person other than the Parties hereto, and  
33 no other Person shall have any rights under or with respect hereto (except to the limited extent  
34 expressly provided for with respect to any Indemnitee under Section 9.04).

35 **Section 9.14 USA Patriot Act Notice.** Lender hereby notifies Borrower that pursuant to the  
36 requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26,  
37 2001)) (the "Act"), it is required to obtain, verify and record information that identifies  
38 Borrower, which information includes the name and address of Borrower and other information  
39 that will allow Lender to identify Borrower in accordance with the Act.

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1 **Section 9.15 No Fiduciary Duties.** Borrower agrees that in connection with all aspects of the  
2 transactions contemplated hereby and any communications in connection therewith, Borrower  
3 and its affiliates, on the one hand, and Lender and its affiliates, on the other hand, will have a  
4 business relationship that does not create, by implication or otherwise, any fiduciary duty on the  
5 part of Lender or its affiliates.

6 **Section 9.16 WAIVER OF JURY TRIAL.** BORROWER AND LENDER HEREBY  
7 WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY  
8 ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS  
9 AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, ANY RIGHTS OR  
10 OBLIGATIONS HEREUNDER OR THEREUNDER OR THE PERFORMANCE OF SUCH  
11 RIGHTS AND OBLIGATIONS. Borrower (a) certifies that no representative, agent or attorney  
12 of Lender has represented, expressly or otherwise, that Lender would not, in the event of  
13 litigation, seek to enforce the foregoing waiver and (b) acknowledges that Lender has been  
14 induced to enter into this Agreement and the other loan documents by, among other things, the  
15 waiver and certifications contained in this Section 9.16.

\* \* \*

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*[Signatures appear on the following pages]*

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1 IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as a sealed  
2 instrument effective as of the date first set forth above.

3 **FLORIDA POWER & LIGHT COMPANY**

4  
5 By: Paul I. Cutler  
6 Name: Paul I. Cutler  
Title: Treasurer

7 STATE OF NEW YORK )  
8 ) ss.  
9 COUNTY OF NEW YORK )

10 Personally appeared before me, the undersigned, a Notary Public in and for said County, Paul I.  
11 Cutler, to me known and known to me, who, being by me first duly sworn, declared that he is the  
12 Treasurer of **FLORIDA POWER & LIGHT COMPANY**, that being duly authorized he did  
13 execute the foregoing instrument before me for the purposes set forth therein.

14 IN WITNESS WHEREOF, I have hereto set my hand and official seal at  
15 \_\_\_\_\_, this 27<sup>th</sup> day of February, 2013.

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17 Rudy D. Green  
18 Notary Public  
My Commission Expires:

19 By: \_\_\_\_\_  
20 Name: \_\_\_\_\_  
21 Title: \_\_\_\_\_

22 RUDY D. GREEN  
23 Notary Public, State of New York  
24 No. 02GR4952723  
25 Qualified in Queens County  
26 Certificate Filed in New York County  
27 Commission Expires February 26, 2015  
28 *RJK*

29 [BORROWER'S SIGNATURE PAGE]

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██████████ as Lender

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By: \_\_\_\_\_  
Name:  
Title:

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STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

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Personally appeared before me, the undersigned, a Notary Public in and for said County, \_\_\_\_\_, to me known and known to me, who, being by me first duly sworn, declared that he/she is an \_\_\_\_\_ of ██████████ that being duly authorized he/she did execute the foregoing instrument before me for the purposes set forth therein.

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IN WITNESS WHEREOF, I have hereto set my hand and official seal at \_\_\_\_\_, this \_\_\_ day of March, 2013.

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\_\_\_\_\_  
Notary Public  
My Commission Expires:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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[LENDER'S SIGNATURE PAGE]

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**SCHEDULE I**

To  
Term Loan Agreement

**LENDING OFFICES AND NOTICE ADDRESS**

**Lender's Eurodollar Lending Office and Domestic Lending Office information:**

[Redacted]  
Atlanta, GA 30326

**Address for Notices to Lender:**

[Redacted]  
Atlanta, GA 30326

**Primary Contact:**

- **Attention:** [Redacted] Director
- **Facsimile No.:** [Redacted] (if permitted by facsimile under Article 2 or 3)
- **Telephone No.:** [Redacted] (if permitted by telephone under Article 2 or 3, and for courier deliveries)
- **Email:** [Redacted]

**Secondary Contact:**

- **Attention:** [Redacted] Analyst
- **Facsimile No.:** [Redacted] (if permitted by facsimile under Article 2 or 3)
- **Telephone No.:** [Redacted] (if permitted by telephone under Article 2 or 3, and for courier deliveries)

[Redacted]

**Operations Contact:**

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<p>➤ <b>Attention:</b> [REDACTED] <i>Operations Manager</i></p> <p>➤ <b>Facsimile No.:</b> [REDACTED] (if permitted by facsimile under Article 2 or 3)</p> <p>➤ <b>Telephone No.:</b> [REDACTED] (if permitted by telephone under Article 2 or 3, and for courier deliveries)</p> <p>[REDACTED]</p> <p><b><u>Wire Transfer Instructions:</u></b></p> <p>Bank Name: [REDACTED] ABA/Routing No: [REDACTED] Account No: [REDACTED] Reference: <i>Florida Power and Light</i> Attention: <i>N/A</i></p>	
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**SCHEDULE 4.03**

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To

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Term Loan Agreement

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**EXCEPTED LIENS**

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(i) Liens to secure taxes, assessments and other government charges or claims for labor, material or supplies in respect of obligations not overdue;

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(ii) Deposits or pledges made in connection with, or to secure payment of, workmen's compensation, unemployment insurance, old age pensions or other social security obligations;

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(iii) Liens of carriers, warehousemen, mechanics and materialmen, and other like liens, which liens do not individually or in the aggregate have a materially adverse effect on the business of Borrower; and

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(iv) Encumbrances consisting of easements, rights of way, zoning restrictions, restrictions on the use of real property and defects and irregularities in the title thereto, landlord's or lessor's liens under leases to which Borrower or any of its Subsidiaries is a party, and other minor liens or encumbrances none of which in the opinion of Borrower interferes materially with the use of the property affected in the ordinary conduct of the business of Borrower, which defects, liens and other encumbrances do not individually or in the aggregate have a materially adverse effect on the business of Borrower.

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**SCHEDULE 4.04**

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To

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Term Loan Agreement

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**SUPPLEMENTAL DISCLOSURES**

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Matters disclosed in Florida Power & Light Company's Annual Report on Form 10-K, for the

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fiscal year ended December 31, 2012, as supplemented by each additional filing made by Florida

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Power & Light Company (including with respect to information furnished) subsequent to such

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Annual Report pursuant to the applicable provisions of the Securities Exchange Act of 1934, as

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amended, through and including the Agreement Effective Date.



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**SCHEDULE 4.06**

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To

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Term Loan Agreement

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**LITIGATION**

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Matters disclosed in Florida Power & Light Company's Annual Report on Form 10-K, for the fiscal year ended December 31, 2012, as supplemented by each additional filing made by Florida Power & Light Company (including with respect to information furnished) subsequent to such Annual Report pursuant to the applicable provisions of the Securities Exchange Act of 1934, as amended, through and including the Agreement Effective Date.

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**EXHIBIT A**  
To  
Term Loan Agreement

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**FORM OF BORROWING NOTICE**

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**BORROWING NOTICE**

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Date: March 5, 2013

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[Redacted]  
Atlanta, GA 30326

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Attention: [Redacted] Director  
Facsimile No.: [Redacted]  
Telephone No.: [Redacted]  
Email: [Redacted]

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Ladies and Gentlemen:

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We refer to the Term Loan Agreement dated as of March 5, 2013 (the "Loan Agreement"), between Florida Power & Light Company ("Borrower"), and [Redacted] ("Lender"). Capitalized terms used and not otherwise defined herein shall have the same meaning as specified for those terms in the Loan Agreement.

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We hereby give notice of our request that Lender fund a Loan to Borrower pursuant to Section 2.01 of the Loan Agreement as follows:

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- (a) Amount of Loan: US\$500,000,000.
- (b) Funding date: March 5, 2013.
- (c) Loan Type: Eurodollar Rate Loan for the period ending on \_\_\_\_\_, 2013.

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(d) Conditions precedent: We hereby confirm that each condition precedent in Section 6.01 of the Loan Agreement will be satisfied as of the funding date specified in item (b) above unless waived in accordance with the Loan Agreement.

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(e) Transfer instructions: The proceeds of the Loan are to be disbursed by wire transfer as follows:

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Name of Bank:  
ABA No.:  
Account No.:  
Account Name:



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*[Signature Appears on Next Page]*

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1 IN WITNESS WHEREOF, the undersigned has duly executed this Borrowing Notice effective as  
2 of the date first set forth above.

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Very truly yours,

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FLORIDA POWER & LIGHT COMPANY

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By \_\_\_\_\_

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Name: Paul I. Cutler

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Title: Treasurer

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**EXHIBIT B**

To

Term Loan Agreement

**FORM OF INTEREST RATE NOTICE**

\* \* \*

**INTEREST RATE NOTICE**

[Date]

[Redacted]  
Atlanta, GA 30326

Attention: [Redacted]  
Facsimile No.: [Redacted]  
Telephone No.: [Redacted]  
Email: [Redacted]

Ladies and Gentlemen:

Pursuant to Section 2.06 of that certain Term Loan Agreement, dated as of March 5, 2013 (as amended or modified from time to time (the "Loan Agreement"), between Florida Power & Light Company ("Borrower") and [Redacted] ("Lender"), Borrower hereby gives you irrevocable notice of its request to Convert the Loan(s) and/or Interest Periods currently under effect under the Loan Agreement as follows [*select from the following as applicable*]:

- on [ date ], to Convert \$[            ] of the aggregate outstanding principal amount of the Loan(s) bearing interest at the Eurodollar Rate into a Base Rate Loan; [and/or]
- on [ date ], to Convert \$[            ] of the aggregate outstanding principal amount of the Loan(s) bearing interest at the Base Rate into a Eurodollar Rate Loan having an Interest Period ending on [ date ]; [and/or]
- on [ date ], to continue \$[            ] of the aggregate outstanding principal amount of the Loan(s) bearing interest at the Eurodollar Rate, as a Eurodollar Rate Loan having an Interest Period ending on [ date ].

Any capitalized terms used in this notice which are defined in the Loan Agreement have the meanings specified for those terms in the Loan Agreement.

*[Signature Appears on Following Page]*

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1 IN WITNESS WHEREOF, the undersigned has duly executed this Interest Rate Notice effective  
2 as of \_\_\_\_\_, 201\_.

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Very truly yours,  
FLORIDA POWER & LIGHT COMPANY

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By \_\_\_\_\_  
Name:  
Title:

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**EXHIBIT C**

To

Term Loan Agreement

**FORM OF BORROWER'S CERTIFICATE**

\* \* \*

**CERTIFICATE OF  
FLORIDA POWER & LIGHT COMPANY**

March 5, 2013

This Certificate is given pursuant to that certain Term Loan Agreement between Florida Power & Light Company ("Borrower") and [REDACTED] ("Lender"), dated as of March 5, 2013 (the "Loan Agreement"). Each initially capitalized term which is used and not otherwise defined in this Certificate shall have the meaning specified for such term in the Loan Agreement. This Certificate is delivered in satisfaction of the conditions precedent set forth in Section 6.01(b) of the Loan Agreement.

1. Borrower hereby provides notice to Lender that March 5, 2013 is hereby deemed to be the Agreement Effective Date.
2. Borrower hereby certifies to Lender that as of the Agreement Effective Date, except in respect of the matters described in Schedule 4.04 of the Loan Agreement, there has been no material adverse change in the business or financial condition of any of Borrower or any of its Subsidiaries taken as a whole from that set forth in the financial statements included in Borrower's annual report on Form 10-K referred to in Section 4.04 of the Loan Agreement. This representation and warranty is made only as of the Agreement Effective Date and shall not be deemed made or remade as of any subsequent date notwithstanding anything contained in the Loan Agreement, the other Loan Documents or in any document or instrument delivered pursuant to or in connection with the Loan Agreement.
3. Borrower hereby further certifies that as of the Agreement Effective Date, the representations and warranties of Borrower contained in the Loan Agreement are true and correct in all material respects (except to the extent that such representations and warranties expressly relate to an earlier date) and there exists no Default.

*[Signature Appears on Next Page]*

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1 IN WITNESS WHEREOF, the undersigned have duly executed this Borrower's Certificate  
2 effective as of the date first set forth above.

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FLORIDA POWER & LIGHT COMPANY

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By \_\_\_\_\_  
Name: Paul I. Cutler  
Title: Treasurer

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**EXHIBIT D**  
To  
Term Loan Agreement

**FORM OF OPINION OF BORROWER'S COUNSEL**

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March 5, 2013

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Atlanta, GA 30326


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Re: Florida Power & Light Company US\$500,000,000 Term Loan Facility

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Ladies and Gentlemen:

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This opinion is furnished to you pursuant to Section 6.01(g) of that certain Term Loan Agreement, dated as of March 5, 2013 (the "Agreement"), between Florida Power & Light Company, a Florida corporation ("Borrower"), and  ("Lender"). This opinion is furnished to you at the request of Borrower. Capitalized terms defined in the Agreement and not otherwise defined herein have the meanings set forth therein.

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We have acted as special counsel to Borrower in connection with the documents described in Schedule I attached hereto and made a part hereof (the "Operative Documents").

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We have made such examinations of the federal law of the United States and of the laws of the State of Florida and the State of New York as we have deemed relevant for purposes of this opinion, and solely for the purposes of the opinions in paragraph 6, the Public Utility Holding Company Act of 2005 and the Federal Power Act (the Public Utility Holding Company Act of 2005 and the Federal Power Act and the rules and regulations issued thereunder being referred to herein as the "Applicable Energy Laws"), and have not made any independent review of the law of any other state or other jurisdiction; provided however, we have made no investigation as to, and we express no opinion with respect to, any state or federal securities or blue sky laws, any state or federal tax laws, or any matters relating to the Applicable Energy Laws (except for the purposes of the opinions in paragraph 6), the Public Utility Regulatory

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1 [REDACTED]  
2 March \_\_, 2013  
3 Page 2

4 Policies Act of 1978, the Energy Policy Act of 2005, or the rules and regulations under any of  
5 the foregoing. Additionally, the opinions contained herein shall not be construed as expressing  
6 any opinion regarding local statutes, ordinances, administrative decisions, or regarding the rules  
7 and regulations of counties, towns, municipalities or special political subdivisions (whether  
8 created or enabled through legislative action at the state or regional level), or regarding judicial  
9 decisions to the extent they deal with any of the foregoing (collectively, "Excluded Laws").  
10 Subject to the foregoing provisions of this paragraph, the opinions expressed herein are limited  
11 solely to the federal law of the United States and the law of the State of Florida and the State of  
12 New York insofar as they bear on the matters covered hereby.

13 We have reviewed only the Operative Documents and the other documents and  
14 instruments described in Schedule II attached hereto and made a part hereof (together with the  
15 Operative Documents, the "Documents") and have made no other investigation or inquiry. We  
16 have also relied, without additional investigation, upon the facts set forth in the representations  
17 made by Borrower in the Documents.

18 In our examination of the foregoing and in rendering the following opinions, in addition  
19 to the assumptions contained elsewhere in this letter, we have, with your consent, assumed  
20 without investigation (and we express no opinion regarding the following):

- 21 (a) the genuineness of all signatures (other than signatures of Borrower on the  
22 Operative Documents) and the legal capacity of all individuals who executed  
23 Documents individually or on behalf of any of the parties thereto, the accuracy  
24 and completeness of each Document submitted for our review, the authenticity of  
25 all Documents submitted to us as originals, the conformity to original Documents  
26 of all Documents submitted to us as certified or photocopies and the authenticity  
27 of the originals of such copies;
- 28 (b) that each of the parties to the Operative Documents (other than Borrower) is a  
29 duly organized or created, validly existing entity in good standing under the laws  
30 of the jurisdiction of its organization or creation;
- 31 (c) the due execution and delivery of the Operative Documents by all parties thereto  
32 (other than Borrower);
- 33 (d) that all parties to the Operative Documents (other than Borrower) have the power  
34 and authority to execute and deliver the Operative Documents, as applicable, and  
35 to perform their respective obligations under the Operative Documents, as  
36 applicable;



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1 [REDACTED]  
2 March \_\_, 2013  
3 Page 3

- 4 (e) that each of the Operative Documents is the legal, valid and binding obligation of  
5 each party thereto (other than Borrower), enforceable in each case against each  
6 such party in accordance with the respective terms of the applicable Operative  
7 Documents;
- 8 (f) that the conduct of the parties to the Operative Documents has complied with all  
9 applicable requirements of good faith, fair dealing and conscionability;
- 10 (g) that there are no agreements or understandings between the parties, written or  
11 oral, and there is no usage of trade or course of prior dealing among the parties  
12 that would, in either case, define, supplement or qualify the terms of any of the  
13 Operative Documents (except as specifically set forth in the Operative  
14 Documents); and
- 15 (h) that none of the addressees of this letter know that the opinions set forth herein  
16 are incorrect and there has not been any mutual mistake of fact or  
17 misunderstanding, fraud, duress or undue influence relating to the matters which  
18 are the subject of our opinions.

19 As used in the opinions expressed herein, the phrase "to our knowledge" refers only to  
20 the actual current knowledge of those attorneys in our firm who have given substantive attention  
21 to Borrower in connection with the transaction contemplated pursuant to the Agreement (the  
22 "Transaction") and does not (i) include constructive notice of matters or information, or (ii)  
23 imply that we have undertaken any independent investigation (a) with any persons outside our  
24 firm, or (b) as to the accuracy or completeness of any factual representation or other information  
25 made or furnished in connection with the Transaction. Furthermore, such reference means only  
26 that we do not know of any fact or circumstance contradicting the statement that follows the  
27 reference, and does not imply that we know the statement to be correct or have any basis (other  
28 than the Documents) for that statement.

29 Based solely upon our examination and consideration of the Documents, and in reliance  
30 thereon, and in reliance upon the factual representations contained in the Documents, and our  
31 consideration of such matters of law and fact as we have considered necessary or appropriate for  
32 the expression of the opinions contained herein, and subject to the limitations, qualifications and  
33 assumptions expressed herein, we are of the opinion that:

- 34 1. Borrower is validly existing as a corporation under the laws of the State of Florida and its  
35 status is active. Borrower has the requisite corporate power and authority to execute,  
36 deliver and perform the Operative Documents to which it is a party.

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1 [REDACTED]  
2 March \_\_\_\_, 2013  
3 Page 4

- 4 2. The execution, delivery and performance of the Operative Documents entered into by  
5 Borrower have been duly authorized by all necessary corporate action of Borrower and  
6 the Operative Documents to which Borrower is a party have been duly executed and  
7 delivered by Borrower.
- 8 3. Each of the Operative Documents to which Borrower is a party constitutes a valid and  
9 binding obligation of Borrower, enforceable against Borrower in accordance with its  
10 terms.
- 11 4. The execution and delivery of the Operative Documents to which Borrower is a party and  
12 the consummation by Borrower of the transactions contemplated in the Operative  
13 Documents to which Borrower is a party will not conflict with or constitute a breach or  
14 violation of any of the terms or provisions of, or constitute a default under, (A) the  
15 Restated Articles of Incorporation of Borrower, as amended, or the Bylaws, as amended,  
16 of Borrower, assuming that the aggregate principal amount of the Loans and all of the  
17 unsecured indebtedness of Borrower at any one time outstanding would not exceed the  
18 limits set forth in Borrower's Restated Articles of Incorporation as amended, (B) any  
19 existing federal, New York or Florida statute, or any rule or regulation thereunder (in  
20 each case other than (i) any Excluded Laws, as to which no opinion is expressed and (ii)  
21 any Applicable Energy Laws, which are addressed in paragraph 6 below) of any federal,  
22 New York or Florida governmental agency or body having jurisdiction over Borrower,  
23 except where the same would not have a material adverse effect on the business,  
24 properties or financial condition of Borrower, a material adverse effect on the ability of  
25 Borrower to perform its obligations under the Operative Documents or a material adverse  
26 effect on the validity or enforceability of the Operative Documents, assuming that the  
27 aggregate principal amount of the Loans and other applicable indebtedness, equity  
28 securities and all other liabilities and obligations as guarantor, endorser or surety of  
29 Borrower at any one time outstanding would not exceed the limits set forth in the FPSC  
30 Financing Order, (C) require any consent, approval, authorization or other order of any  
31 federal, New York or Florida court, regulatory body, administrative agency or other  
32 federal, New York or Florida governmental body having jurisdiction over Borrower (in  
33 each case other than under (i) any Excluded Laws as to which no opinion is expressed  
34 and (ii) any Applicable Energy Laws, which are addressed in paragraph 6 below), except  
35 those which have been obtained on or prior to the date hereof, assuming that the  
36 aggregate principal amount of the Loans and other applicable indebtedness, equity  
37 securities and all other liabilities and obligations as guarantor, endorser or surety of  
38 Borrower at any one time outstanding would not exceed the limits set forth in the FPSC  
39 Financing Order, (D) to our knowledge, conflict with or constitute a breach of any of the  
40 terms or provisions of, or a default under, any material agreement or material instrument  
41 to which Borrower is a party or by which Borrower or its properties are bound (other than

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1 [REDACTED]  
2 March \_\_\_\_, 2013  
3 Page 5

4 the Restated Articles of Incorporation, as amended, of Borrower or the Bylaws of  
5 Borrower, as amended, which are covered pursuant to clause (A) above), or (E) to our  
6 knowledge, result in the creation or imposition of any Lien upon any of the material  
7 properties or assets of Borrower pursuant to the terms of any mortgage, indenture,  
8 agreement or instrument to which Borrower is a party or by which it is bound, except as  
9 contemplated in any of the Operative Documents.

10 5. Borrower is not an "investment company", as such term is defined in the Investment  
11 Company Act of 1940.

12 6. The execution and delivery of the Operative Documents to which Borrower is a party and  
13 the consummation by Borrower of the transactions contemplated in the Operative  
14 Documents to which Borrower is a party will not (A) constitute a breach or violation by  
15 Borrower of any Applicable Energy Law, or (B) require any consent, approval,  
16 authorization or other order of any U.S. federal regulatory body, administrative agency or  
17 other U.S. federal governmental body having jurisdiction over Borrower pursuant to any  
18 Applicable Energy Law.

19 The opinions set forth above are subject to the following qualifications:

20 A. The enforceability of the Operative Documents may be limited or affected by  
21 bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance,  
22 fraudulent transfer or other laws affecting creditors' rights generally,  
23 considerations of public policy and by general principles of equity including,  
24 without limitation, concepts of materiality, reasonableness, good faith and fair  
25 dealing and the possible unavailability of specific performance or injunctive  
26 relief, regardless of whether considered in a proceeding in equity or at law.  
27 Without limiting the generality of the foregoing, we express no opinion  
28 concerning:

29 (i) any purported waiver of legal rights of Borrower under any of the  
30 Operative Documents, or any purported consent thereunder, relating to the  
31 rights of Borrower (including, without limitation, marshaling of assets,  
32 reinstatement and rights of redemption, if any), or duties owing to it,  
33 existing as a matter of law (including, without limitation, any waiver of  
34 any provision of the Uniform Commercial Code in effect in the State of  
35 New York and/or the State of Florida) except to the extent Borrower may  
36 so waive and has effectively so waived (whether in any of the Operative  
37 Documents or otherwise); or

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(ii) any provisions in any of the Operative Documents (a) restricting access to legal or equitable redress or otherwise, requiring submission to the jurisdiction of the courts of a particular state where enforcement thereof is deemed to be unreasonable in light of the circumstances or waiving any rights to object to venue or inconvenient forum, (b) providing that any other party's course of dealing, delay or failure to exercise any right, remedy or option under any of the Operative Documents shall not operate as a waiver, (c) purporting to establish evidentiary standards for suits or proceedings to enforce any of the Operative Documents, (d) allowing any party to declare indebtedness to be due and payable, in any such case without notice, (e) providing for the reimbursement by the non-prevailing party of the prevailing party's legal fees and expenses; (f) with respect to the enforceability of the indemnification provisions in any of the Operative Documents which may be limited by applicable laws or public policy, (g) providing that forum selection clauses are binding on the court or courts in the forum selected, (h) limiting judicial discretion regarding the determination of damages and entitlement to attorneys' fees and other costs, (i) which deny a party who has materially failed to render or offer performance required by any of the Operative Documents the opportunity to cure that failure unless permitting a cure would unreasonably hinder the non-defaulting party from making substitute arrangements for performance or unless it was important in the circumstances to the non-defaulting party that performance occur by the date stated in the agreement, or (j) which purport to waive any right to trial by jury.

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- B. The foregoing opinions are subject to applicable laws with respect to statutory limitations of the time periods for bringing actions.
- C. We express no opinion as to the subject matter jurisdiction of any United States federal court to adjudicate any claim relating to any Operative Documents where jurisdiction based on diversity of citizenship under 28 U.S.C. §1332 does not exist.

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This opinion is limited to the matters stated herein and no opinions may be implied or inferred beyond the matters expressly stated herein. We have assumed no obligation to advise you or any other Person who may be permitted to rely on the opinions expressed herein as hereinafter set forth beyond the opinions specifically expressed herein.

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1 [REDACTED]  
2 March \_\_\_\_, 2013  
3 Page 7

4 The opinions expressed herein are as of this date, and we assume no obligation to update  
5 or supplement our opinions to reflect any facts or circumstances which may come to our  
6 attention or any changes in law which may occur.

7 This opinion is provided to the addressee for its benefit and the benefit of any Person that  
8 becomes a Lender in accordance with the provisions of the Agreement, and is provided only in  
9 connection with the Transaction and may not be relied upon in any respect by any other Person  
10 or for any other purpose. Without our prior written consent, this opinion letter may not be  
11 quoted in whole or in part or otherwise referred to in any document or report and may not be  
12 furnished to any Person (other than a Person that becomes a Lender in accordance with the  
13 provisions of the Agreement).

14

Very truly yours,

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SQUIRE SANDERS (US) LLP

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**SCHEDULE I  
TO  
OPINION OF SQUIRE SANDERS LLP**

4

**List of Operative Documents**

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(1) Term Loan Agreement, dated as of March 5, 2013 (the “**Agreement**”), by and between Borrower and Lender.

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(2) Certificate of Borrower, dated as of March 5, 2013.

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**SCHEDULE II  
TO  
OPINION OF SQUIRE SANDERS LLP**

**List of Supporting Documents**

- 5 1. Constituent Documents - Florida Power & Light Company:
- 6 (a) Certificate of the Secretary of Borrower, with respect to the (i) Articles of  
7 Incorporation of Borrower, as amended, (ii) Bylaws, as amended, of Borrower,  
8 (iii) active status of Borrower in the State of Florida, and (iv) resolutions of the  
9 Board of Directors of Borrower approving the transactions contemplated pursuant  
10 to the Operative Documents.
- 11 (c) Certificate of the Secretary of Borrower, with respect to the incumbency and  
12 specimen signatures of the officers of Borrower executing the Operative  
13 Documents on behalf of Borrower.
- 14 2. The FPSC Financing Order.

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EXHIBIT E-1  
 [FORM OF]  
 U.S. TAX COMPLIANCE CERTIFICATE  
 (For Foreign Lenders  
 That Are Not Partnerships For U.S. Federal Income Tax Purposes)

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Reference is hereby made to that certain Term Loan Agreement, dated as of March 5, 2013 (the "Loan Agreement"), between Florida Power & Light Company (as "Borrower") and [REDACTED] (as "Lender").

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Pursuant to the provisions of Section 3.09 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to Borrower as described in Section 881(c)(3)(C) of the Code.

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The undersigned has furnished Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform Borrower, and (2) the undersigned shall have at all times furnished Borrower with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

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Unless otherwise defined herein, terms defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement.

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[NAME OF LENDER]

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By: \_\_\_\_\_  
 Name:  
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Date: \_\_\_\_\_, 20[ ]



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EXHIBIT E-2  
 [FORM OF]  
 U.S. TAX COMPLIANCE CERTIFICATE  
 (For Foreign Participants  
 That Are Not Partnerships For U.S. Federal Income Tax Purposes)

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Reference is hereby made to that certain Term Loan Agreement, dated as of March 5, 2013 (the "Loan Agreement"), between Florida Power & Light Company (as "Borrower") and [REDACTED] (as "Lender").

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Pursuant to the provisions of Section 3.09 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to Borrower as described in Section 881(c)(3)(C) of the Code.

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The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

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Unless otherwise defined herein, terms defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement.

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[NAME OF PARTICIPANT]

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By: \_\_\_\_\_  
 Name:  
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Date: \_\_\_\_\_, 20[ ]

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EXHIBIT E-3  
[FORM OF]

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants

That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Term Loan Agreement, dated as of March 5, 2013 (the "Loan Agreement"), between Florida Power & Light Company (as "Borrower") and [REDACTED] (as "Lender").

Pursuant to the provisions of Section 3.09 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement.

[NAME OF PARTICIPANT]

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_, 20[ ]

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EXHIBIT E-4  
[FORM OF]

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders

That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Term Loan Agreement, dated as of March 5, 2013 (the "Loan Agreement"), between Florida Power & Light Company (as "Borrower") and [REDACTED] (as "Lender").

Pursuant to the provisions of Section 3.09 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s), (iii) with respect to the extension of credit pursuant to this Loan Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform Borrower, and (2) the undersigned shall have at all times furnished Borrower with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement.

[NAME OF LENDER]

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_, 20[ ]

# **EXHIBIT C**

## **JUSTIFICATION TABLE**

**EXHIBIT C**

**COMPANY:** Florida Power & Light Company  
**TITLE:** Term Loan Agreement  
**DOCKET** No.: 130062-EI  
**FILED** March 28, 2015

<b>Description</b>	<b>Page No.</b>	<b>Conf Y/N</b>	<b>Line No. Column Letters</b>	<b>Florida Statute 366.093(3) Subsection</b>	<b>Affiant</b>
Term Loan Agreement	1	Y	Lines 7 & 9 Col B	(d) (e)	Aldo Portales
	2	Y	Line 17 Col B	(d) (e)	Aldo Portales
	3	Y	Line 3 Col D Lines 21 – 30 Line 31 Col B	(d) (e)	Aldo Portales
	4	Y	Lines 1 – 15 Line 35 Col B	(d) (e)	Aldo Portales
	5	Y	Lines 36 – 39 Line 40 Col B	(d) (e)	Aldo Portales
	6	Y	Lines 1 – 38 Lines 41 Col B	(d) (e)	Aldo Portales
	7	Y	Lines 17 – 33 Line 38 Col B	(d) (e)	Aldo Portales
	8	Y	Line 40 Col B	(d) (e)	Aldo Portales
	9	Y	Line 39 Col B	(d) (e)	Aldo Portales
	10	Y	Lines 17 – 34 Line 35 Col B	(d) (e)	Aldo Portales
	11	Y	Lines 1 – 30 Line 37 Col B	(d) (e)	Aldo Portales
	12	Y	Line 36 Col B	(d) (e)	Aldo Portales
	13	Y	Lines 29 – 36 Line 37 Col B	(d) (e)	Aldo Portales
	14	Y	Line 36 Col B	(d) (e)	Aldo Portales
	15	Y	Lines 8 – 31 Line 32 Col B	(d) (e)	Aldo Portales
	16	Y	Lines 1 – 34 Line 37 Col B	(d) (e)	Aldo Portales
	17	Y	Lines 27 – 39 Line 40 Col B	(d) (e)	Aldo Portales
	18	Y	Lines 1 – 21 Lines 26 – 35 Line 39 Col B	(d) (e)	Aldo Portales
	19	Y	Lines 3 – 7 Line 34 Col B	(d) (e)	Aldo Portales
	20	Y	Line 37 Col B	(d) (e)	Aldo Portales

<b>Description</b>	<b>Page No.</b>	<b>Conf Y/N</b>	<b>Line No. Column Letters</b>	<b>Florida Statute 366.093(3) Subsection</b>	<b>Affiant</b>
Term Loan Agreement (continued)	21	Y	Line 9 Col E Lines 10 & 36 Col B Lines 18 – 30 Line 35 Cols D – F Line 37 Col C	(d) (e)	Aldo Portales
	22	Y	Line 2 Col G Line 3 Cols B – C Line 35 Cols A & E Line 40 Col C	(d) (e)	Aldo Portales
	23	Y	Line 9 Cols B & D Lines 10 – 14 Lines 22 – 24 Col D Line 35 Col C	(d) (e)	Aldo Portales
	24	Y	Line 39 Col B	(d) (e)	Aldo Portales
	25	Y	Line 41 Col B	(d) (e)	Aldo Portales
	26	Y	Line 1 Col C Lines 2 – 7 Line 41 Col B	(d) (e)	Aldo Portales
	27	Y	Line 40 Col B	(d) (e)	Aldo Portales
	28	Y	Line 41 Col B	(d) (e)	Aldo Portales
	29	Y	Line 38 Col B	(d) (e)	Aldo Portales
	30	Y	Line 43 Col B	(d) (e)	Aldo Portales
	31	Y	Line 41 Col B	(d) (e)	Aldo Portales
	32	Y	Line 40 Col B	(d) (e)	Aldo Portales
	33	Y	Line 10 Col C Line 36 Col B	(d) (e)	Aldo Portales
	34	Y	Line 42 Col B	(d) (e)	Aldo Portales
	35	Y	Line 41 Col B	(d) (e)	Aldo Portales
	36	Y	Line 41 Col B	(d) (e)	Aldo Portales
	37	Y	Lines 16 & 25 Col E Lines 17 – 22 Line 23 Cols A – C Lines 26 – 30 Line 32 Col D Line 34 Cols B – E Lines 35 – 37 Line 41 Col C	(d) (e)	Aldo Portales
	38	Y	Line 39 Col B	(d) (e)	Aldo Portales
	39	Y	Line 4 Col D Lines 6 – 9 Lines 29 – 36 Line 37 Col B	(d) (e)	Aldo Portales
	40	Y	Lines 1 – 5 Line 36 Col B	(d) (e)	Aldo Portales
41	Y	Line 16 Col E Line 25 Col D Line 32 Cols B & C Line 34 Col C	(d) (e)	Aldo Portales	

<b>Description</b>	<b>Page No.</b>	<b>Conf Y/N</b>	<b>Line No. Column Letters</b>	<b>Florida Statute 366.093(3) Subsection</b>	<b>Affiant</b>
Term Loan Agreement (continued)	42	Y	Line 1 Cols C – D Lines 25 & 28 Col E Lines 26 & 29 Col A Lines 31 & 40 Col C	(d) (e)	Aldo Portales
	43	Y	Line 17 Col D Lines 18 – 21 Line 38 Col B	(d) (e)	Aldo Portales
	44	Y	Line 39 Col B	(d) (e)	Aldo Portales
	45	Y	Line 7 Col D Lines 8 – 17 Line 43 Col B	(d) (e)	Aldo Portales
	46	Y	Line 5 Cols C & D Lines 6 & 7 Line 8 Col A Line 28 Cols B – D Lines 29 – 31 Line 42 Col C	(d) (e)	Aldo Portales
	47	Y	Line 43 Col B	(d) (e)	Aldo Portales
	48	Y	Line 42 Col B	(d) (e)	Aldo Portales
	49	Y	Line 40 Col B	(d) (e)	Aldo Portales
	50	Y	Line 17 Col B	(d) (e)	Aldo Portales
	51	Y	Line 30 Col B	(d) (e)	Aldo Portales
	52	Y	Line 1 Col C Line 10 Cols C – D Line 21 Col B	(d) (e)	Aldo Portales
	53	Y	Lines 7 – 8 Lines 11 – 12 Lines 15, 16, 18, 22, 23, 25 Col B Line 20 Cols B & C Line 27 Line 30 Col C	(d) (e)	Aldo Portales
	54	Y	Lines 1, 2, 4, 8 – 10 Col B Line 6 Line 14 Col C	(d) (e)	Aldo Portales
	55	Y	Line 20 Col B	(d) (e)	Aldo Portales
	56	Y	Line 10 Col B	(d) (e)	Aldo Portales
	57	Y	Line 10 Col B	(d) (e)	Aldo Portales
	58	Y	Lines 7 – 8 Lines 10 – 12 Col C Line 13 Cols C & D Line 16 Col F Line 25 Col D	(d) (e)	Aldo Portales
	59	Y	Lines 7 – 10 Col C Line 13 Col B	(d) (e)	Aldo Portales
	60	Y	Line 9 Col B	(d) (e)	Aldo Portales

<b>Description</b>	<b>Page No.</b>	<b>Conf Y/N</b>	<b>Line No. Column Letters</b>	<b>Florida Statute 366.093(3) Subsection</b>	<b>Affiant</b>
Term Loan Agreement (continued)	61	Y	Lines 7 – 8 Lines 10 – 13 Col B - C Lines 17 & 32 Col C	(d) (e)	Aldo Portales
	62	Y	Line 9 Col B	(d) (e)	Aldo Portales
	63	Y	Lines 9 & 32 Col B	(d) (e)	Aldo Portales
	64	Y	Line 7 Col B	(d) (e)	Aldo Portales
	65	Y	Lines 6 & 7 Line 13 Col C	(d) (e)	Aldo Portales
	66	Y	Line 1	(d) (e)	Aldo Portales
	67	Y	Line 1	(d) (e)	Aldo Portales
	68	Y	Line 1	(d) (e)	Aldo Portales
	69	Y	Line 1	(d) (e)	Aldo Portales
	70	Y	Line 1	(d) (e)	Aldo Portales
	71	Y	Line 1	(d) (e)	Aldo Portales
	72	N	N/A	N/A	N/A
	73	N	N/A	N/A	N/A
	74	Y	Line 8 Col A	(d) (e)	Aldo Portales
	75	Y	Line 8 Col A	(d) (e)	Aldo Portales
	76	Y	Line 8 Col A	(d) (e)	Aldo Portales
	77	Y	Line 8 Col A	(d) (e)	Aldo Portales



**EXHIBIT D**

**AFFIDAVIT**

**EXHIBIT D**

**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

In re: Application of Florida Power & Light Company for Authority to Issue and Sell Securities pursuant to Section 366.04, F.S., and Chapter 25-8, F.A.C.

Docket No. 130062--EI  
March 28, 2014

**AFFIDAVIT OF ALDO PORTALES**

STATE OF FLORIDA  
PALM BEACH COUNTY

**BEFORE ME**, the undersigned authority, personally appeared Aldo Portales who, being first duly sworn, deposes and says:

1. My name is Aldo Portales. I am currently Assistant Treasurer of Florida Power & Light Co. I have personal knowledge of the matters stated in this affidavit.

2. I have reviewed Exhibit C, and the document that is included in Exhibit A to FPL's Request for Confidential Classification for which I am identified on Exhibit C as the affiant. The information that FPL asserts is proprietary and confidential business information includes negotiated financial and commercial terms regarding a loan agreement. If publicly disclosed, this information would harm the competitive interests of the provider of the information. The document that contains the proprietary and confidential business information is intended to be and is treated by FPL as private. To the best of my knowledge, aside from the inadvertent disclosure made in the original filing in this docket of exhibits attached to the Consummation Report, FPL has maintained the confidentiality of these documents.

3. The information should remain confidential for a period of at least eighteen (18) months. These materials should be returned to FPL as soon as the information is no longer necessary for the Commission to conduct its business so that FPL can continue to maintain the confidentiality of the document.

4. Affiant says nothing further.

  
Aldo Portales

**SWORN TO AND SUBSCRIBED** before me this 26<sup>th</sup> day of March 2014, by Aldo Portales, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification and who did take an oath.

  
Notary Public, State of Florida

My Commission Expires

