

## **SolarTogether – An FPL Shared Solar Program Pre-Registration Agreement**

Pursuant to this pre-registration agreement (“**Agreement**”), the undersigned (“**Subscriber**”) is agreeing to subscribe to a specified number of kilowatts (“**kW**”) of solar-generated electric power under SolarTogether – An FPL Shared Solar Program (“**Program**”) sponsored by Florida Power & Light Company (“**FPL**”). The Program will be filed with the Florida Public Service Commission (“**FPSC**”) in 2019, and it is anticipated that Program power will become available to FPL customers sometime in March 2020. This voluntary program allows FPL customers to subscribe to a portion of universal solar capacity built specifically for this Program, thereby sharing in the benefits of solar generation and receiving a credit for the system savings produced by the respective capacity for which such customer subscribes.

### **Article I Pre-Registration Terms**

1. **Pre-Registration Quantity.** Subscriber hereby registers for [ ] kilowatts (kW) (“**Pre-Registration Quantity**”) of Program capacity. The Pre-Registration Quantity Amount must be in whole kilowatt (kW) increments and cannot exceed Subscriber’s total kWh usage for the immediately preceding 12 months, which will be determined by dividing Subscriber’s total kWh for the preceding 12 months by 2,535 (“**Maximum Subscription Quantity**”).

2. **Reservations; Wait Listing; Reservation Quantity Increases and Decreases.**

- a) Reservations. Upon submission of this Agreement, Subscriber will receive via email a date and time stamped confirmation of its receipt (“**Timestamped Confirmation**”) by FPL. Following the pre-registration period, FPL will verify Subscriber’s FPL electric service account (“**FPL Account**”) information and, subject to then-remaining Program capacity, will reserve the Pre-Registration Quantity based on Subscriber’s Timestamped Confirmation. FPL reserves the right to apportion the available Program power to ensure that no single customer or customer group amasses all or an unreasonable share of the Program capacity. FPL will notify Subscriber in writing of Subscriber’s reserved kilowatt (kW) allocation of Program capacity (“**Reservation**”). If the Reservation reflects a reduction in the Pre-Registration Quantity by more than 10%, Subscriber will have 10 business days after its receipt of the Reservation in which to cancel the Reservation, except in the case where the reduction is made to meet the Maximum Subscription Quantity requirement.
- b) Wait Listing. Subscribers whose Agreements are received after the Program’s kW capacity is fully subscribed will be so notified by FPL and will be placed on a waiting list in the order of their Timestamped Confirmation and will be admitted into the Program as, when and to the extent that Program kW capacity thereafter becomes available.
- c) Reservation Increases. Subscriber may elect to increase the Reservation, subject to the Program’s then-available kW capacity and the Maximum Subscription Quantity, at any time prior to the opening of the Program in accordance with Section 3 of this Article I by executing and delivering to FPL a new Agreement, which would supersede this Agreement. Subscriber

may not elect to decrease its Reservation prior to Enrollment (as defined in Section 3 of this Article I). A decrease in Subscriber's Subscription Quantity (as defined in Section 3 of this Article I) may be made after Enrollment in accordance with Section 4 of Article II of this Agreement.

3. **Opening of Program and Enrollment.** When the Florida Public Service Commission approves the Program ("**FPSC Approval**"), FPL will designate the date on which the Program will open ("**Program Opening Date**"), and Subscriber hereby authorizes FPL to enroll Subscriber in the Program ("**Enrollment**") on the Program Opening Date. The Reservation will determine the total number of kW subscribed to ("**Subscription Quantity**") by Subscriber. Opening of the Program and Enrollment are conditioned upon FPSC Approval. FPL will notify all Subscribers as to whether FPSC Approval is or is not obtained, and if FPSC Approval is obtained, FPL will notify Subscribers of the Program Opening Date and their Enrollment in the Program, provided that, if the FPSC Approval provides for Monthly Subscription Charge pricing *in excess* of, or Monthly Subscription Credit pricing *less than*, the amounts set forth in Section 1 of Article II of this Agreement or other material modifications to any of the other material terms in Article II of this Agreement, FPL will so notify Subscribers, and each Subscriber will have 10 business days after the date of its receipt of such notification in which to elect to (i) cancel its Reservation and forgo Enrollment or (ii) cancel its Enrollment, if Enrollment shall have already occurred prior to the expiration of such period of 10 business days.

4. **Termination.** This Agreement shall remain in effect until the earlier of the Program Opening Date and the date on which FPSC Approval is denied. Except as provided in the last sentence of Section 3 of this Article I, Subscriber may not terminate this Agreement at any time prior to Enrollment. If Subscriber terminates this Agreement after Enrollment and before the first billing month under the Program, Subscriber's monthly FPL Account bill for the first billing month under the Program will nevertheless include the full amount of the Monthly Subscription Charge and the full amount of the Monthly Subscription Credit (as such terms are defined in Section 1 of Article II of this Agreement).

## **Article II**

### **FPL Proposed FPSC Program Terms**

1. **Monthly Rate.** Subscriber's total monthly FPL Account bill will include a "Monthly Subscription Charge" and a "Monthly Subscription Credit," calculated as follows:

**Monthly Subscription Charge** = Subscription Quantity x \$6.76/kW

**Monthly Subscription Credit** = \$0.0308/kWh (escalating annually at 1.45%) ×  $\frac{\text{Subscription Quantity}}{\text{Program Capacity}}$  × Program Output (kWh)

2. **Eligibility.** Any FPL customer that takes electric service under a metered rate schedule and has no delinquent FPL Account balances is eligible to participate in the Program ("**Eligible Customers**"). An Eligible Customer may elect a subscription level in whole kW increments up to such customer's total kWh usage for the immediately preceding 12 months and may elect once every year thereafter to increase the number of whole kW purchased under the Program, subject to then-available Program capacity.

3. **Billing.** Eligible Customers participating in the Program will be subject to the minimum FPL Account bill on their otherwise applicable rate schedule. The Monthly Subscription Charge and the

offsetting Monthly Subscription Credit will appear as separate line items on the monthly FPL Account bills of participating Eligible Customers during every month of their respective Enrollments and will be subject to all applicable taxes and fees.

4. **Termination and Reduction.** Program participants may terminate their participation in the Program ("**Voluntary Termination**"), or reduce the number of their respective whole kW Subscription Quantities, at any time after the Program Opening Date, and FPL may terminate any customer's participation in the Program if such customer's FPL Account becomes delinquent ("**Involuntary Termination**"), provided that, in the event of either Voluntary Termination or Involuntary Termination, (i) the customer's monthly FPL Account bill for the month in which such termination occurs will include the full amount of the Monthly Subscription Charge and the full amount of the Monthly Subscription Credit, and (ii) the customer will be prohibited from re-enrolling in the Program for a period of 12 months after any such termination, subject to then-available Program capacity.

5. **Portability.** Program participation is entirely portable within FPL's electric service territory. A Program participant may transfer Program participation to a new service address and will be deemed to have continuous, uninterrupted Enrollment for the purpose of determining the participant's Monthly Subscription Credit.

6. **Attributes.** Program participants may elect to have FPL retire on their behalf any renewable energy credits associated with their Program participation.

7. **Subscription Is Not a Security; No Guarantee of Savings.** A Program participant's subscription to purchase kW under the Program is not a security and does not represent an ownership interest in any of the Program's assets and, therefore, may not be sold, assigned, transferred or conveyed by such participant to any other person or entity or otherwise disposed of by such participant. There is no guarantee that a Program participant will realize any savings from participation in the Program.